

**AN AGREEMENT BETWEEN
THE CITY OF MAUMEE, OHIO**



AND

**THE MAUMEE PROFESSIONAL FIRE FIGHTERS / PARAMEDICS
IAFF LOCAL 4536**



TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	PREAMBLE.....	1
2	PURPOSE AND INTENT.....	1
3	RECOGNITION	1
4	CONTRACT NEGOTIATIONS	2
5	DUES DEDUCTION.....	2
6	MANAGEMENT RIGHTS	3
7	TOTAL AGREEMENT.....	4
8	OBLIGATION TO NEGOTIATE	4
9	NON-DISCRIMINATION	4
10	GENDER AND PLURAL.....	5
11	HEADINGS	5
12	CONFORMITY TO LAW.....	5
13	NO STRIKE.....	5
14	HOURS OF WORK.....	6
15	EMPLOYEE LIABILITY	7
16	PROBATIONARY PERIOD	7
17	BULLETIN BOARDS	7
18	RULES AND ORDERS.....	8
19	SICK LEAVE.....	8
20	INJURY LEAVE.....	13
	PARENTAL LEAVE (DELETED AS OF 12/18/00)	
21	FUNERAL LEAVE	15
22	PERSONAL LEAVE	15
23	VACATION LEAVE	16
24	CIVIC LEAVE	18
25	MILITARY LEAVE.....	19
26	MEDICAL LEAVE	19
27	LEAVE OF ABSENCE	20
28	CERTIFICATIONS.....	21
29	HOLIDAYS	21
30	RETIREMENT OR RESIGNATION BENEFITS.....	22
31	DEATH BENEFITS.....	22
32	HOSPITALIZATION, PHYSICIANS' SERVICES, MAJOR MEDICAL INSURANCE	23
33	INTERNAL REVENUE SERVICE SECTION 125 PLAN.....	24
34	UNIFORMS.....	24
35	SENIORITY.....	25
36	REDUCTION IN FORCE.....	26
37	DISCIPLINARY PROCEDURE.....	26
38	GRIEVANCE PROCEDURE	27
39	ARBITRATION PROCEDURE.....	30
40	TRAVEL AND MILEAGE ALLOWANCE	31

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
41	LONGEVITY PAY.....	31
42	ACTING SQUAD LEADER ADDITIONAL COMPENSATION.....	32
43	WEEKEND AND HOLIDAY DIFFERENTIAL.....	32
44	OVERTIME COMPENSATION	32
45	PAYROLL YEAR, PAY DATES, AND PAY PERIODS	35
46	STEP ADVANCEMENT	36
47	BASE SALARY	36
48	SALARY AND COMPENSATION	37
49	DRUG/ALCOHOL TESTING.....	38
50	EMPLOYEE ASSISTANCE PROGRAM (EAP)	40
51	RETIREMENT PICK-UP	40
52	FAMILY & MEDICAL LEAVE ACT.....	40
53	SHIFT REQUESTS	41
54	LEGISLATIVE APPROVAL.....	42
55	SPECIAL EVENTS.....	42
56	TUITION REIMBURSEMENT	42
57	PRE-RETIREMENT SEMINAR	42
58	PERSONNEL FILE.....	43
59	LABOR – MANAGEMENT MEETINGS.....	43
60	DURATION OF AGREEMENT	43
61	EXECUTION.....	44

PREAMBLE

ARTICLE 1

1.01 This Agreement is hereby entered into by and between the City of Maumee, hereinafter referred to as the "Employer" and the Maumee Professional Fire Fighters/Paramedics, International Association of Firefighters IAFF Local 4536 hereinafter referred to as the "Union".

PURPOSE AND INTENT

ARTICLE 2

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 now desires to enter into an Agreement, reached through collective bargaining, which will have for its purposes, among others, the following:

- (1) 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.
- (2) To promote fair and reasonable working conditions.
- (3) To promote individual efficiency and service to the residents of the City of Maumee.
- (4) To avoid interruption or interference with the efficient operation of the Employer's business.
- (5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

RECOGNITION

ARTICLE 3

3.01 The Employer agrees that it has, and will continue to, recognize the Union as the exclusive representative for negotiating wages, hours of work, and other terms and conditions of employment for all full-time employees in only the classifications of, Squad Leader, Paramedic, and Inspector of the Bureau of Fire Prevention.

3.02 Excluded are the Fire Chief, Chief of the Bureau of Firefighting, Chief of the Bureau of Fire Prevention, Chief of Ambulance and Emergency Medical Service, Assistant Chief of Ambulance and Emergency Medical Service, Paramedic Trainee, all seasonal, part-time, and probationary employees and all other employees of the Division of Fire and the City of Maumee.

CONTRACT NEGOTIATIONS

ARTICLE 4

4.01 The Employer and the Union agree that not more than one (1) member of the Union bargaining committee shall be released on pay status to attend contract negotiations unless otherwise mutually agreed between the parties. Provided, the Employer may allow additional bargaining committee members who are on duty to participate in contract negotiations meetings at no reduction in pay or hours, but subject to call of duty.

DUES DEDUCTION

ARTICLE 5

5.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union, and any regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting such deductions.

5.02 The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union from time to time. The Union shall certify, in advance of when amounts are due, to the Employer, the amounts due and owing from the employees involved.

5.03 The Employer shall deduct dues, initiation fees, or assessments from the first pay of each calendar month and the Employer will continue to make other deductions currently afforded employees of the bargaining unit.

5.04 The Employer shall tender a check in the amount of the total dues, fees, and assessments withheld from the employees authorizing the deduction within fifteen (15) days of the deduction. Such check shall be tendered to the bank and account designated in writing by the Union.

5.05 The Union agrees to indemnify and hold the Employer harmless against any and all liability including, but not limited to, such items as wages, damages, awards, fines, court costs, and attorney fees, which may arise by reason of or result from the operation of this Article of the Agreement.

5.06 The Employer agrees not to interfere with the rights of employees to become members of the Union.

5.07 The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination.

5.08 The employer shall be relieved from making such individual dues deductions upon the employee's (a) termination from employment; (b) transfer to a job other than one covered by the bargaining unit; (c) layoff from work; (d) unpaid leave of absence; or (5) written revocation of the dues deduction authorization by an employee not earlier than sixty (60) days nor later than thirty (30) days prior to the expiration of this Agreement.

MANAGEMENT RIGHTS

ARTICLE 6

6.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

6.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

6.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- (1) Hire and transfer employees;
- (2) Discharge, suspend, or discipline employees;
- (3) Determine the number of persons required to be employed, laid off, or discharged.
- (4) Determine the starting and quitting time and the number of hours to be worked by its employees;
- (5) Make any and all rules and regulations;
- (6) Determine the work assignments of its employees;
- (7) Determine the basis for selection, retention, and promotion of employees;
- (8) Determine the type of equipment used and the sequence of work processes;
- (9) Determine the making of technological alterations by revising either process, equipment, or both;
- (10) Determine work standards and the quality and quantity of work to be produced.
- (11) Select and locate buildings and other facilities.
- (12) Establish, expand, transfer, and/or consolidate work processes and facilities;
- (13) Transfer or subcontract work.

- (14) Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, or processes of work;
- (15) Terminate or eliminate all or any part of its work or facilities.

6.04 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 workforce which the Employer has not specifically abridged, delegated, 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 to the grievance procedure.

TOTAL AGREEMENT

ARTICLE 7

7.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provision of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

OBLIGATION TO NEGOTIATE

ARTICLE 8

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

8.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

NON-DISCRIMINATION

ARTICLE 9

9.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, creed, handicap, marital status, or national origin.

GENDER AND PLURAL

ARTICLE 10

10.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neuter genders shall be construed to include all of said genders.

By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

HEADINGS

ARTICLE 11

11.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

CONFORMITY TO LAW

ARTICLE 12

12.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not effect the validity of the surviving portions.

12.02 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 effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

NO STRIKE

ARTICLE 13

13.01 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

13.02 Neither the Union, nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate or assist in any way in any strike, slowdown, walkout, concerted sick leave, work stoppage, or other unlawful interference with the normal operations of the Employer. A breach of this Article shall be sufficient grounds for discipline which may include dismissal.

13.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article.

In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner, within a twenty-four (24) hour period, that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this agreement, unlawful and not sanctioned or approved of by the Union. The Union shall order the employees to return to work immediately.

13.04 The City agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union or the Bargaining Unit during the term of this agreement.

HOURS OF WORK

ARTICLE 14

14.01 AMBULANCE BUREAU: Through December 18, 2011, the normal, but not guaranteed, hours of work for covered employees of the Bureau of Ambulance, Division of Fire, shall be an average of forty-eight (48) hours per week, fifty-two (52) weeks per year.

14.02 As of December 19, 2011 the normal, but not guaranteed, hours of work for covered employees of the Bureau of Ambulance, Division of Fire, shall be an average of forty-two (42) hours per week, fifty-two (52) weeks per year. All full-time Paramedics will be assigned to a twenty-four (24) hour (A,B,C,D) rotational shift; twenty-four (24) hours on duty, seventy-two (72) hours off duty.

14.03 As of December 19, 2011, for forty-two (42) hour employees, "Earned Time Off (ETO) shall be compensated at the beginning of each quarterly payroll period as twenty-four (24) hours of compensatory time, subject to Article 44.02 (02). Sixty (60) hours, calculated at the base rate, shall be paid to each forty-two (42) hour employee in the first quarterly payroll period. All other Holiday time as determined by Article 29, will be scheduled in writing at the paramedic's discretion with the approval of the Paramedic Chief.

14.04 FIRE PREVENTION BUREAU: The normal, but not guaranteed, hours of work for covered employees of the Fire Prevention Bureau, Division of Fire, shall be eight (8) hours per day, five (5) days per week, and fifty-two (52) weeks per year.

14.05 The application of this Article shall require that employees shall be at the work site defined to include: on specific calls, on runs, on inspections, etc.; for the average number of hours per week as stated above, or be on approved leave.

14.06 An employee that relieves an employee of his tour of duty, shall not sign up for Employer EMS standby calls within two (2) hours of the beginning of his shift.

14.07 Any grievance filed hereunder shall be remediable only by time off.

EMPLOYEE LIABILITY

ARTICLE 15

15.01 Consistent with the Ohio Revised Code, the Employer shall provide for the defense of an employee in any civil action brought against such employee by reason of employment with the City of Maumee.

15.02 Such representation shall be to the extent that the employee was acting in good faith and within the scope of such employee's duties or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(c).

15.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages; however, only those compensatory damages where the employee was acting in good faith and within the scope of said employee's employment.

PROBATIONARY PERIOD

ARTICLE 16

16.01 All newly hired, or newly promoted, employees will be required to serve a probationary period of one (1) year. During such period, the Employer shall have the sole discretion to discipline or discharge such employees or reduce such promotional probationary employee to his previous rank and any such action shall not be appealable through any grievance or appeal procedure contained herein.

16.02 A newly hired probationary employee shall have no seniority until satisfactorily completing the probationary period, when at that time, said probationary period will be added to the total length of continuous service.

16.03 If any employee is discharged or quits while on probation and is later rehired, such employee shall be considered a new employee and shall be subject to the provisions of Sections 16.01 and 16.02 above.

BULLETIN BOARDS

ARTICLE 17

17.01 The Employer shall permit the Union to utilize bulletin boards of the Union's choice and purchase of a size not to exceed three foot by three foot (3'x3') for location at either Fire Station. The bulletin boards may be used for Union communications. The bulletin boards may not contain materials regarding candidates for any public office. The bulletin boards may not contain any derogatory or demeaning information and may not contain any materials regarding City officials.

17.02 Any material posted shall bear the signature of a Union officer, and a copy thereof shall be provided to the Fire Chief upon posting.

RULES AND ORDERS

ARTICLE 18

18.01 All divisional rules and orders shall be issued in written form and should be submitted to employees not less than three (3) calendar days before such rules or orders are to take effect.

18.02 The issuance of rules and orders shall not be subject to the grievance procedure unless such rule or order violates the express written provisions of this Agreement.

SICK LEAVE

ARTICLE 19

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

- (1) Illness or injury to the employee;
- (2) Exposure of the employee to contagious disease communicable to other employees;
- (3) The illness or injury of a member of the employee's immediate family, as defined herein, where the employee's presence is reasonably necessary;
- (4) Death of a relative of an employee.

19.02 "Immediate family" is hereby defined, for purposes of sick leave, as:

- | | |
|------------------|----------------------|
| (1) Parent | (8) Step-child |
| (2) Step-parent | (9) Mother-in-law |
| (3) Guardian | (10) Father-in-law |
| (4) Sibling | (11) Daughter-in-law |
| (5) Step-sibling | (12) Son-in-law |
| (6) Spouse | (13) Grandparent |
| (7) Child | (14) Grandchild |

19.03 Through December 18, 2011, all covered employees of the Bureau of Ambulance, Division of Fire, who work the 24 on - 48 off "tour" schedule or work a forty-eight (48) hour workweek shall accrue sick leave at the rate of four and eight tenths (4.8) hours when in pay status during not less than 50% of all hours for which the employee is regularly scheduled in the pay period.

As of December 19, 2011, all covered employees of the Bureau of Ambulance, Division of Fire, who work the 24 on - 72 off "tour" schedule or work a forty two (42) hour workweek shall accrue sick leave at the rate of four and two tenths (4.2) hours when in pay status during not less than 50% of all hours for which the employee is regularly scheduled in the pay period.

All other covered employees shall accrue sick leave at the rate of four (4) hours when in pay status during not less than 50% of all hours for which the employee is regularly scheduled in the pay period.

19.04 Sick leave may be used in not less than whole hours with a fraction of an hour being counted as the next full hour.

19.05 No payment of salaries or wages shall be made to an employee for any period of absence or sick leave unless and until approved by the Director of Public Safety. In addition thereto, the Director of Public Safety, in any case, may demand verification of the nature of the illness, injury, or absence before granting approval.

19.06 When a forty (40) hour workweek employee repeatedly takes up to sixteen (16) consecutive hours of sick leave "without certification of inability to work by a duly licensed physician or medical authority" and when such sick hours taken without certification of inability to work exceed five (5) days or forty (40) hours within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority. When a forty-eight (48) hour workweek employee has taken three (3) "tours" or seventy-two (72) hours of such non-certified sick leave within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

19.07 As of December 19, 2011, when a forty two (42) hour workweek employee has taken three (3) "tours" or seventy-two (72) hours of such non-certified sick leave within a payroll year, the employee shall be granted sick leave for any additional hours off during that payroll year only upon certification of inability to work by a licensed physician or medical authority.

19.08 Any absence from duty as a result of a claimed illness or injury may be verified, during the employee's normal working hours, by an authorized representative of the City.

19.09 For forty (40) hour workweek employees, except on a regularly scheduled working day before or after a Holiday and subject to the provisions of Sections 19.01, 19.05, and 19.06 hereof, two (2) consecutive days of sick leave may be taken without certification of inability to return to duty by a duly licensed physician or medical authority.

For forty-eight (48) hour work week employees, sick leave in excess of twenty-four (24) continuous hours of sick leave will be approved only upon certification of a duly licensed physician or medical authority that the absence was due to the provisions of Section 19.01 hereof.

For forty two (42) hour work week employees, sick leave in excess of twenty-four (24) continuous hours of sick leave will be approved only upon certification of a duly licensed physician or medical authority that the absence was due to the provisions of Section 19.01 hereof.

An employee in the Department of Public Safety will not be considered to be in pay status for such regularly scheduled working days if such working days coincide with a calendar Holiday, as listed in Article 29, if such employee is on sick leave, unless said employee is excused upon presentation of a certificate of inability to work by a duly licensed physician or medical authority.

19.10 Verification of ability to return to duty shall be submitted prior to and as a condition of return to duty and shall indicate:

- (1) The date of the employee's return to duty;
- (2) That the employee is not disabled from the performance of normal duties;
- (3) That the employee is able to perform the material and substantial duties of the assigned position;
- (4) That the employee's return to duty will not jeopardize the health and safety of other employees.

19.11 In all instances the immediate supervisor or Fire Chief shall be notified before the employee's starting time for each day or "tour" of absence.

19.12 If upon an employee's return to duty said employee fails to submit the required sick leave approval form, the requested and/or required medical certification, or the Chief and/or Director of Public Safety find(s) there is not satisfactory evidence to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. Such Department Head may, in any case of use of sick leave, demand proof of the nature of such illness, disability, or absences prior to approving the sick leave request.

19.13 Any abuse, patterned or excessive use, or falsification of reasons for use of sick leave shall be just and sufficient cause for disciplinary action or dismissal.

19.14 Sick leave shall accumulate at the rate specified herein for a total not to exceed one thousand nine hundred and twenty (1,920) hours. Such accumulation shall include hours earned and unused while employed by the City of Maumee and any hours transferred at the time of employment from any other political subdivision or agency of the State of Ohio.

Employees who transfer sick leave hours to the City shall continue to accumulate City sick leave when they reach 1,920 hours total sick leave accumulation and have the transferred sick leave reduced until the employee reaches 1,920 hours of sick leave accumulated with the City.

19.15 Sick leave hours used shall be the hours last accrued.

19.16 Each employee when in pay status for at least 50% of all regularly scheduled hours in each payroll period for the entire payroll year shall be entitled, during the following year, to bonus vacation allowance according to the following schedule:

For each thirteen (13) pay period Increments
for forty (40) hour employees

Sick Leave Used	Bonus Vacation Hours
0	20
4	18
8	16
12	14
16	12
20	10
24	8
28	6
32	4
36	2

Through December 18, 2011 for each thirteen (13) pay period increments
for forty-eight (48) hour employees

Sick Leave Used	Bonus Vacation Hours
0	24
4	22
8	20
12	18
16	16
20	14
24	12
28	10
32	8
36	6
40	4
44	2

As of December 19, 2011 for each thirteen (13) pay period increments
for forty-two (42) hour employees

Sick Leave Used	Bonus Vacation Hours
0	24
4	22
8	20
13	18
16	16
21	14
24	12
28	10
32	8
36	6
40	4
42	2

However, absences due to injuries sustained while on duty with the City, as set forth in Article 20 of this Agreement, shall not be counted in determining eligibility for bonus vacation days.

19.17 Employees may, instead of bonus vacation, convert the sick leave bonus to cash. The conversion shall be of the amount of bonus vacation earned under the above schedule. Employees must designate, each year and in writing on forms provided by the Finance Department, whether the employee desires to have the sick leave bonus in time off as bonus vacation or as pay at the employee's rate of pay in effect on December 31st of each year.

19.18 In addition to the above, an employee who has five hundred (500) hours or more of sick leave earned and unused while employed by the City of Maumee may, upon completion of a sick leave conversion form provided by the Finance Department, request to convert the earned but unused sick leave to cash at the rate of one (1) hour of pay for two (2) hours of sick leave.

Conversion of unused sick leave shall be of the sick leave accrued during the previous payroll year ending with the last full pay period. The conversion shall only apply to the hours accrued in the previous payroll year and employees shall not be permitted to convert the hours which would place the employee's balance of sick leave earned and unused while employed by the City of Maumee under 500 hours. Any sick leave hours not converted shall continue to be accrued subject to the provisions of Section 19.13 above. Said conversion shall be made by the first pay period in February of each year for the prior payroll year's accrued sick leave designated for conversion by the employee on the form provided by the Finance Department.

19.19 An employee shall not be considered on sick leave on scheduled day(s) off and Holidays unless regularly assigned to duty on such holidays.

19.20 Each employee, at the employee's option, may elect to contribute one (1) hour of accrued sick leave per month to a time bank for use by any member employee.

- (1) In the event a member employee incurs illness or injury and exhausts all compensable leave guaranteed pursuant to this Agreement, such employee may continue to receive the regular hourly wage as payment for hours accrued in the time bank.
- (2) Any member employee shall continue to draw compensation from the time bank, subject only to the provisions of Section 19.19 (1) above, and a physician's written certification that the employee is unable to perform the material and substantial duties of the position to which assigned. At such time as the total number of hours drawn from the bank equals 50% of the total number of accrued hours in the bank upon said employee's first draw, the employee draws nine hundred sixty (960) hours from the bank, or the employee is fit to return to duty, whichever occurs first, said employee's eligibility for time bank compensation shall terminate.

- (3) Any employee who authorizes the Finance Department in writing to deduct one (1) hour of accrued sick leave monthly for contribution to the time bank shall be eligible for benefits as set forth above.
- (4) Current employees who desire to become members of the Employee Time Bank must do so in writing on forms provided by the City within thirty (30) days of the execution of this Agreement. Newly hired employees must sign up within thirty (30) days of the completion of their probationary period.
- (5) Any employee who desires to withdraw from the time bank shall so notify the Finance Director in writing within the thirty (30) day period immediately preceding the expiration of this or any subsequent collective bargaining agreement. Withdrawal shall only be permitted during this period.
- (6) The Finance Department shall administer the Time Bank, subject to review by the City Administrator, and shall provide all forms necessary for transactions thereunder.

19.21 At the Employer's sole discretion, with the employee's agreement, on a case by case basis, an employee who is otherwise eligible for sick leave, may be eligible for light duty, if available, in his Department, subject to a forty (40) hour per week maximum. This light duty, if offered at all, shall be secondary to, and not impede, light duty for work-related injuries.

INJURY LEAVE

ARTICLE 20

20.01 In the event a covered employee is absent due to a disabling injury or occupational disease incurred on duty, under such circumstances as would cause such injury or disability or occupational disease to be compensable under the Workers' Compensation Laws of the State of Ohio, the employee shall be carried on the payroll of the City for the period of disability, providing the extent of such injury or disability or occupational disease prevents such person from performing those duties as may be assigned and, provided further, such period shall not exceed sixty (60), eight (8) hour, work days or twenty-eight (28) 24-hour "tours" of duty. In order to be eligible, the employee must submit a City Employee Injury Report and a written statement from the attending physician or medical authority which:

- (1) Verifies the disability;
- (2) Indicates the cause of the injury or occupational disease;
- (3) Indicates that the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and,
- (4) States the employee's expected date of return to duty.

20.02 A written statement from the attending physician or medical authority shall be submitted by the employee to the City and shall set forth the nature of the injury or occupational disease and that the employee is unable to return to limited or regular duty.

20.03 In the event the Bureau of Workers' Compensation should deny any claim as not being sustained in the course of and arising out of employment, disability pay charged to injury leave shall be charged to sick leave.

In the event an employee has an insufficient number of accumulated sick leave hours to cover the number of hours charged to injury leave, a claim for which having been denied by the State of Ohio Bureau of Workers' Compensation, said employee's next and successive regular pay checks shall be reduced by an amount equal to the hours not covered by sick leave, not to exceed 50% of gross pay until the City is repaid for time utilized and advanced by the City.

20.04 If an employee returns to work prior to the expiration of the original sixty (60), eight (8) hour, work days or twenty-eight (28), twenty-four (24) hour, "tours" of duty and then is disabled at a later date due to the same injury incurred under the same terms and conditions as set forth in Section 20.01 above including a written statement from an attending physician or medical authority:

- (1) Verifying the disability;
- (2) Its cause by an earlier injury or occupational disease;
- (3) That the employee is unable to perform the assigned duties and/or any workplace restrictions based upon job site analysis; and,
- (4) The date when such employee may resume performing the assigned duties.

The employee may use the unused portion of the sixty (60), eight (8) hour, work days or twenty-eight (28), twenty-four (24) hour, "tours" of duty until such remaining injury leave is exhausted.

20.05 An employee, only on an approved injury leave as set forth above, may, at the City's sole discretion, be required as part of a transitional work program to work or be assigned other duties or limited duty, including an alternative schedule, during the period of disability at the employee's regular rate of compensation, provided, in the opinion of a physician or medical authority, the employee is sufficiently recovered from such injury or occupational disease to perform the duties as assigned.

20.06 In the event of a service-connected injury or occupational disease while in the active discharge of duty, and for which the employee shall be entitled to temporary total payments from the Workers' Compensation Bureau, the employee shall receive his full pay as an

advance for a period not to exceed sixty (60), eight (8) hour, work days or twenty-eight (28), twenty-four hour "tours" of duty. On a case by case basis, and at the sole discretion of the Employer, such wage continuation may be extended for a period determined by the Employer.

Employees who are injured or contract a disease while on duty shall, as a condition of receiving injury leave, file for Workers' Compensation benefits according to the Workers' Compensation Law and regulations. Such filing shall, at the City's discretion, include requests for any available temporary total compensation program designed to compensate workers for lost wages. Copies of all filings shall be submitted to the City. The employee must submit to the City all temporary total compensation which the employee receives from the Bureau of Workers' Compensation for the period the employee is receiving wages from the City for injury leave or any sick leave the employee elects to use as a result of the injury or occupational disease.

20.07 Injury leave shall be granted in not less than whole hours with a fraction of an hour being counted as the next full hour.

FUNERAL LEAVE

ARTICLE 21

21.01 All covered employees of the City, after completing ninety (90) calendar days of employment, will be granted up to a maximum of three (3) scheduled work days or one (1) twenty-four (24) hour "tour" of duty of leave with pay to attend the funeral of a member of their immediate family as defined in Article 19 above and including the employee's brother-in-law or sister-in-law, or any relative residing in the household of the employee. Said days of leave for attendance at funerals for members of the immediate family or any relative residing in the household of the employee shall not be charged to sick leave.

21.02 Employees assigned to twenty-four (24) hour "tours" of duty may request, in writing, up to an additional "tour" of duty with pay for funeral leave due to their work schedule. Such request shall be made to the Safety Director or his designee who shall have authority to grant such additional funeral leave.

21.03 A request to use paid leave, excluding sick leave or funeral leave, for the funeral of a non-family member will receive priority consideration.

PERSONAL LEAVE

ARTICLE 22

22.01 In addition to the holidays provided for by Article 29 herein, all covered employees may request and receive a maximum of forty-eight (48) hours of personal leave with pay during each calendar year, provided that the employee has completed ninety (90) calendar days of employment. For persons employed after the effective date of this Agreement, personal leave available to such an employee shall be prorated during the first year of employment.

22.02 Written requests for use of personal leave shall be submitted to the Department Head, or designee, at least twenty-four (24) hours in advance, except in emergency situations not covered by sick leave, and must be approved by the Department Head, or designee, before said employee is authorized to be absent from duty.

22.03 Such personal leave hours, upon approval, may be taken in whole hours only. Personal leave hours not used within the calendar year shall not accumulate and carry over to a subsequent calendar year.

The Department Head, or designee, may refuse the request for leave in the event such leave will unduly handicap the operation of the particular unit of the Division.

22.04 However, an employee who is refused a request for personal hours off may request pay for not more than twelve (12) hours of such denied personal time, payable in January of the succeeding year.

VACATION LEAVE

ARTICLE 23

23.01 Through December 18, 2011, forty-eight (48) hour workweek employees hired prior to January 1, 2009, shall be entitled to vacation leave as follows:

- 1 through 6 years of continuous service 96 hours
- 7 through 13 years of continuous service 144 hours
- 14 through 19 years of continuous service 192 hours
- 20 through 24 years of continuous service 240 hours
- 25 or more years of continuous service 288 hours

23.02 As of December 19, 2011, forty two (42) hour workweek employees hired prior to January 1, 2009, shall be entitled to vacation leave as follows:

- 1 through 6 years of continuous service 84 hours
- 7 through 13 years of continuous service 126 hours
- 14 through 19 years of continuous service 168 hours
- 20 through 24 years of continuous service 210 hours
- 25 or more years of continuous service 252 hours

23.03 Forty (40) hour workweek employees hired prior to January 1, 2009, shall be entitled to vacation leave as follows:

- 1 through 6 years of continuous service 80 hours
- 7 through 13 years of continuous service 120 hours
- 14 through 19 years of continuous service 160 hours
- 20 through 24 years of continuous service 200 hours
- 25 or more years of continuous service 240 hours

23.04 Through December 18, 2001, forty-eight (48) hour workweek employees hired after January 1, 2009, shall be entitled to vacation leave as follows:

- 1 through 6 years of continuous service 96 hours
- 7 through 13 years of continuous service 144 hours
- 14 through 19 years of continuous service 192 hours
- 20 or more years of continuous service 240 hours

23.05 As of December 19, 2011, forty two (42) hour workweek employees hired after January 1, 2009, shall be entitled to vacation leave as follows:

- 1 through 6 years of continuous service 84 hours
- 7 through 13 years of continuous service 126 hours
- 14 through 19 years of continuous service 168 hours
- 20 or more years of continuous service 210 hours

23.06 Forty (40) hour workweek employees hired after January 1, 2009, shall be entitled to vacation leave as follows:

- 1 through 6 years of continuous service 80 hours
- 7 through 13 years of continuous service 120 hours
- 14 through 19 years of continuous service160 hours
- 20 or more years of continuous service200 hours

23.07 For covered full-time employees hired prior to the effective date of this Agreement, continuous service, as used in this Article, shall include any prior service with any political subdivision, special district of the State of Ohio, of the State of Ohio. Such prior service, if any, shall be counted in whole months as continuous service for purposes of the accrual of vacation leave as set forth above. Covered full-time employees hired subsequent to December 26, 1994, shall not have such prior service with any other political subdivision, special district of the State of Ohio, or the State of Ohio counted as continuous service for purposes of the accrual of vacation leave.

23.08 Continuous service for purposes of the accrual of vacation leave of any employee shall not be deemed to have been interrupted by any period during which such employee was absent from employment on duly authorized leaves with pay or on any other absence from duty without pay granted by the Department Head.

23.09 Vacation leave shall accrue as set forth in Sections 23.01, 23.02, 23.03, 23.04, 23.05, and 23.06 above, for each completed full pay period in pay status.

Such vacation leave shall be taken after accrual and within the anniversary year during which the employee becomes entitled thereto, subject to the following exceptions:

- (1) Vacation leave shall not be utilized during an employee's first year of employment; nor shall any vacation leave be used in excess of the number of hours of such leave accrued at any time.
- (2) Vacation leave may be denied, postponed, or advanced for the convenience of the City.
- (3) All vacation leave must have prior approval, in writing, by the Department Head.
- (4) Use of vacation leave in excess of one hundred twenty (120) consecutive hours for forty (40) hour workweek employees, one hundred forty-four (144) consecutive hours for forty-eight (48) hour workweek employees, or one hundred twenty-six for forty two (42) hour workweek employees shall be allowed only upon prior written approval by the Mayor.
- (5) Unused vacation leave may be carried over up to one (1) year from the employee's anniversary date of the year in which accrued; provided the requested carryover is approved in writing by the Mayor. Such carryover shall be limited to eighty (80) hours for forty (40) hour workweek employees, to ninety six (96) hours for forty-eight (48) hour workweek employees, and to eighty-four (84) for forty-two (42) hour workweek employees. All other unused vacation leave, from the prior anniversary year, shall be paid to the employee in a cash payment based on the employee's rate of pay on the day before the employee's anniversary date times the unused vacation leave hours. Said vacation leave payment will be made on the pay date for the first full pay period after the employee's anniversary date.

23.10 In the event an employee's service is terminated for any reason, the employee shall be paid a cash payment for the employee's unused vacation time at the employee's rate of pay when severed.

23.11 Vacation leave shall be allowed and taken in whole hours only subject to the conditions set forth above.

CIVIC LEAVE

ARTICLE 24

24.01 All covered employees, after completing ninety (90) calendar days of employment, will be granted, upon written request from the employee, civic leave, upon the terms and conditions set forth herein.

24.02 Whenever any covered employee is required to be absent from work by summons for jury duty or by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses which compels the employee's presence as a witness, unless the employee is

a party to the proceedings or an expert witness, the employee shall be allowed the time necessary to be absent from work at the employee's regular pay to comply with the summons or subpoena; provided, the employee presents evidence of having served as a juror or witness; and, provided further, that such employee has submitted a copy of the summons or subpoena to the Department Head prior to the date the employee will be required to be absent from work.

MILITARY LEAVE

ARTICLE 25

25.01 Any covered employee who is a member of the National Guard or any reserve component of the Armed Forces of the United States will be entitled to a leave of absence without loss of pay during which time the employee is engaged in the performance of official duty or training, under competent orders.

While on such leave such employee shall be paid the employee's regular pay, less military pay, not to exceed a total of twenty-two (22) eight (8) hour work days, or seventeen (17) twenty-four (24) hour work days, as appropriate, in any payroll year; provided however, to receive payment of salary an employee must, prior to the leave, file with the Department Head a copy of official orders and upon return, a certification from the Commanding Officer of performance of duty in accordance with terms of the orders.

Where such annual military leave exceeds twenty-two (22) eight (8) hour work days, or seventeen (17) twenty-four (24) hour work days annually, as appropriate, and is pursuant to Executive Order or other legislative action of the Congress, such employee shall be entitled only to the difference between his regular wage and his military pay, as set forth in ORC 5923.05.

MEDICAL LEAVE

ARTICLE 26

26.01 An employee may be entitled to up to six (6) months medical leave, without pay, if such leave is required and professionally recommended by a medical authority as stated on a form signed by said medical authority. Such leave shall be granted if the employee has used at least two hundred twenty-four (224) consecutive hours of sick leave for the illness or disability or has exhausted available sick leave. Such medical leave as set forth in this Section shall be without pay; however, an employee on such leave shall continue to receive health insurance benefits and life insurance as set forth in this Agreement, during such medical leave; provided, any applicable employee contribution for such coverage has been prepaid through the Director of Finance.

26.02 In addition to the above, any such employee on medical leave shall be returned to the same or comparable position as held prior to the medical leave at such employee's rate of pay. As a condition of return to work, such employee shall submit a form, signed by a medical authority stating that the employee can perform the material and substantial duties of the position and that the employee's return does not endanger the health of other employees.

However, the Employer reserves the right to require the employee to be examined by a medical authority designated and paid by the Employer whose opinion shall govern whether such employee is able to perform the material and substantial duties of the position.

LEAVE OF ABSENCE

ARTICLE 27

27.01 Covered employees may be granted a leave of absence, without pay, upon the approval of the Department Head and for good cause shown, for a period not to exceed sixty (60) days in any payroll year.

For purposes of this Article, good cause shall be deemed not to include employment not with the City of Maumee or search therefore.

27.02 A leave of absence may be extended at the discretion of the Department Head; however, in no case shall an employee be permitted a leave of absence in excess of one hundred twenty (120) days in any payroll year.

27.03 An employee on an approved leave of absence of thirty (30) calendar days or less shall be granted continued coverage of hospitalization and other insurance benefits during the period of the leave of absence; provided, any applicable employee contribution for such coverage has been deposited with the Director of Finance prior to the commencement of the leave of absence.

27.04 Under no circumstances may an employee on an approved leave of absence for more than thirty (30) calendar days continue to receive hospitalization and other insurance benefits paid by the City. The employee may arrange to prepay, through the Director of Finance, the premiums necessary to continue the employee's hospitalization and other insurance benefits for the time of the leave of absence exceeding thirty (30) calendar days.

27.05 An employee on an approved leave of absence who fails to prepay any necessary employee contributions or premiums may be subject to limitations on pre-existing conditions established by the insurer when such employee returns to duty and requests reinstatement of coverage under the City's insurance plans.

27.06 An employee on an approved leave of absence shall cease to accrue vacation leave, sick leave, or other benefits for any pay period during which the employee is on the leave of absence.

27.07 An employee who fails to report to duty at the end of an approved leave of absence on the date specified by the Department Head shall be considered severed from City employment.

27.08 An employee who uses a leave of absence for purposes other than the reason for which the leave was granted shall be subject to disciplinary action or termination.

CERTIFICATIONS

ARTICLE 28

28.01 Any employee who fails to obtain or maintain any certification for requirements imposed by statute or ordinance, shall be placed on a modified day shift, if available, or if not available, assigned by the Chief, or placed in a non-pay status (or on other applicable accrued, paid leave, if available) for a period not to exceed ninety (90) calendar days, or until certification or re-certification is obtained, whichever is less. If no certification or re-certification is obtained by the end of this ninety (90) calendar day period, the employee shall be subject to discipline, up to and including termination.

HOLIDAYS

ARTICLE 29

29.01 The following days are hereby designated as holidays, with pay, for all covered employees of the City. Holidays, as used in this Article shall mean eight (8) hours. To be eligible for paid holidays employees must work, or be in pay status, on the regularly scheduled working days immediately preceding and following such holiday:

New Year's Day	January 1 (if on Saturday designate Friday; if on Sunday designate Monday)
Martin Luther King Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4 (if on Saturday designate Friday; if on Sunday designate Monday)
Labor Day	First Monday in September
Veterans Day	November 11 (if on Saturday designate Friday; if on Sunday designate Monday)
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 (if on Saturday designate Friday; if on Sunday designate Monday)

29.02 In addition to the Holidays set forth above, when Christmas Day (December 25) is on a Tuesday, Wednesday, Thursday, or Friday, the day immediately preceding is designated as a Holiday. When Christmas Day is on Saturday, Sunday or Monday, the work day immediately following is designated as a holiday.

29.03 In addition to the Holidays set forth above, when New Years Day (January 1) is on a Tuesday, Wednesday, Thursday or Friday, the afternoon only immediately preceding is designated as a Holiday.

29.04 This Article shall not be construed to change or affect working schedules for Paramedics in the Department of Public Safety when such working schedules have been established and approved by the Director of Public Safety.

29.05 Holiday time, at the time accrued, shall be designated by the employee as either pay or compensatory time, calculated at the rate of fifty percent (50%) of base pay.

RETIREMENT OR RESIGNATION BENEFITS

ARTICLE 30

30.01 Upon resignation or retirement, an employee who has not less than five (5) years continuous service with the City, immediately prior to the retirement (including disability retirement) or resignation, shall be entitled to a cash payment for the employee's total accumulated unused sick leave earned with the City of Maumee to a maximum of nine hundred sixty (960) hours to be paid at the employee's rate of pay at the time of resignation or retirement for all employees hired before July 1, 1985. All employees hired after July 1, 1985 shall be entitled to a cash payment equal to an amount of one-half of up to one thousand two hundred (1,200) hours or a maximum of six hundred (600) hours of accumulated unused sick leave earned with City of Maumee to be paid at the employee's rate of pay at the time of retirement. Any hours in excess of 960 or 1,200, as set forth above, may be transferred.

30.02 Provisions of this Section shall not apply when an employee's termination of service is the result of a disciplinary action.

30.03 In addition, all employees who sever employment shall be paid a cash payment for the employee's earned and unused vacation time, personal leave time, and compensatory time at the employee's rate of pay when severed.

DEATH BENEFITS

ARTICLE 31

31.01 Sick leave allowance to employees which has been earned and accumulated while employed by the City of Maumee and prior to termination of service as a result of death of such employee in the amounts specified in Article 30 shall be payable to the employee's designated beneficiary or beneficiaries at the employee's regular scheduled rate of pay at the time of said employee's termination of service by death.

31.02 From and after the first day of the calendar month immediately following the effective date of this Agreement, all covered employees, provided that such employees have completed ninety (90) calendar days employment with the City of Maumee, shall be included in a group life insurance program containing convertibility rights, upon termination of service, in the

amount of fifty thousand (\$50,000.00) dollars face value and an accidental death and dismemberment clause of an amount equal to face value.

31.03 The amount of the coverage as provided in Section 31.02 above shall be reduced pursuant to the contract of the group life insurance program in effect for those employees who have attained the age of sixty-five (65) years.

31.04 Premiums for the aforementioned group term life insurance program shall be paid by the City of Maumee.

HOSPITALIZATION, PHYSICIANS' SERVICES, MAJOR MEDICAL INSURANCE

ARTICLE 32

32.01 All full-time employees and the dependents of such employees shall be eligible for coverage under the group health plan which the City, by contract, has entered into, the premiums for which shall be paid by the City subject to the following exceptions and conditions:

- (1) Such employee has been employed by the City for thirty (30) or more calendar days;
- (2) Such employee is a subscriber to said group health plan by having completed the necessary application forms and filed the same with the Director of Finance; and
- (3) Said employee has signed a payroll deduction form and filed the same with the Director of Finance authorizing a payroll deduction for the premium in excess of the City's share as set forth in Section 32.03.
- (4) If the spouse of the employee is eligible for health care coverage, at a premium cost not to exceed \$25.00 per month with the spouse's employer, the spouse must elect coverage from their own employer and shall only be eligible for secondary coverage herein.
- (5) Each employee seeking coverage hereunder must certify by affidavit that his or her spouse is not eligible for and does not have healthcare coverage with another employer. It is the responsibility of the employee to notify the Employer of any change in this status.

32.02 The City shall include a dental plan and optical plan in the employee group health plan the cost for which shall be included as a part of the City's contribution cap formula set forth in Section 32.03.

32.03 For the 2011 coverage year, the City shall make payments of such premiums for the group health plan described in Sections 32.01 above, to the extent of ninety percent (90%) and the employee shall pay the remaining ten percent (10%) through automatic payroll deduction, not to exceed one hundred fifty dollars (\$150.00) per month.

For the 2012 coverage year, the City shall make payments of such premiums for the group health plan described in Sections 32.01 above, to the extent of eighty-five percent (85%) and the employee shall pay the remaining fifteen percent (15%) through automatic payroll deduction, not to exceed one hundred fifty dollars (\$150.00) per month.

32.04 The Union recognizes the right of the City in its discretion to secure alternate insurance carriers and to modify coverages which measures may be used to maintain or to lessen premium costs. Prior to any modifications of benefits or coverage, the Union and the City agree to meet and discuss any such modifications.

32.05 Not less than 90 days prior to the date of the renewal of the City health insurance, the City will meet with one (1) member of each bargaining unit to review the insurance and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make such recommendation to the City Administrator for presentation to City Council. The committee meeting shall occur during the normal workday of the committee participants.

32.06 The Employer agrees to provide a "Wellness Program" for access by members of this bargaining unit.

INTERNAL REVENUE SERVICE SECTION 125 PLAN

ARTICLE 33

33.01 Effective January 1, 1992, the City will implement an I.R.S. Section 125 plan to allow a pre-tax deduction of the employee's share of premiums/contributions paid for health insurance, dental insurance, Ohio Municipal League accident insurance, or flexible spending accounts.

To participate in the Section 125 plan, an employee must meet the conditions for eligibility of the insurance policy(ies) which provide the benefits, be responsible for paying all or part of the applicable premiums/contributions, and complete and file the necessary forms with the Department of Finance.

UNIFORMS

ARTICLE 34

34.01 Covered employees shall receive a general uniform issue, including turn-out gear, as recommended by the Fire Chief and approved by the Director of Public Safety, at the time of employment. Items of such uniform issue shall be replaced as needed, subject to the approval for such replacement by the Fire Chief and Director of Public Safety.

34.02 Reimbursement for the purchase of footwear shall be limited to one hundred sixty dollars (\$160.00) per year. Required repairs to approved footwear shall be reimbursed. The color and style of footwear, as well as reimbursement for approved footwear replacement or repair, shall be subject to the prior approval by the Fire Chief. All requests for authorized

reimbursements, as herein provided, shall be accompanied with the receipt for the repair or replacement. Turn-out boots and winter boots shall not be included in the one hundred sixty dollars (\$160.00) limit.

The Chief, at his sole discretion, may authorize reimbursement to an employee who requires footwear costing more than the stated amount for such additional cost.

34.03 Personnel shall report to duty in a clean uniform as prescribed by the Fire Chief. Soiled uniforms shall be deposited in the designated area at the end of each workday or "tour" of duty and the same shall be cleaned and returned at the City's expense.

34.04 Replacement of personal effects shall be limited to those items of job necessity which are lost or broken as a direct result of the performance of the employee's duties with the city.

SENIORITY

ARTICLE 35

35.01 Seniority shall be defined as an employee's uninterrupted length of continuous, full-time employment with the Employer, in the Division of Fire. A probationary employee shall have no seniority until satisfactorily completing the probationary period, at which time said probationary period will be added to the employee's total length of continuous service.

35.02 An employee's seniority shall be terminated when one or more of the following occur:

- (1) Resignation
- (2) Discharge for just cause.
- (3) Laid off for a period exceeding twenty-four months.
- (4) Retirement
- (5) Failure to report to duty for more than three (3) consecutive workdays or two (2) consecutive "tours" without having given prior notice of the pending absence and obtaining approval for the absence from the Employer.
- (6) Inability to perform the material and substantial duties of the job due to illness or injury and to return to work upon the expiration of any applicable leave.
- (7) Refusal of a recall or failure to report to work within fourteen (14) days from the date the Employee receives a recall notice by certified mail.

35.03 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the length of continuous service in the Fire Division combined with their previous continuous length of service, if any, with the Maumee Volunteer Fire Department.

35.04 The Employer shall provide up-to-date seniority lists of all employees in the Bargaining Unit to the President of the Union.

REDUCTION IN FORCE

ARTICLE 36

36.01 Whenever it becomes necessary, due to economic reasons, to reduce the number of employees; emergency, provisional, temporary, seasonal, part-time, and original probationary employees shall be laid off first in that order. The persons with the least seniority in the affected position classification shall be reduced to the next lower position classification for which qualified in that Division, and in like manner with the persons of least seniority in the lowest position classification in the Division being removed. When a position is abolished, the incumbent shall be transferred within the Division to a position in the same position classification or to the next lower position classification, if any, for which such employee is qualified and has seniority.

36.02 Whenever a reduction in force becomes necessary, the Department Head shall notify the affected employee in writing at least thirty (30) calendar days prior to the effective date of such action stating the reasons for such reduction.

36.03 Recalls shall be in the inverse order of layoff and a laid off employee shall retain the right to recall for two (2) years from the date of layoff. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within fourteen (14) calendar days from the date the Employee received the recall notice, shall be considered to have resigned from the position and forfeits all right to employment with the Employer.

DISCIPLINARY PROCEDURE

ARTICLE 37

37.01 The Fire Chief has the authority, in his discretion, to suspend from duty, reduce in rank, discharge, or discipline any member or employee of the Division for any violation of Fire Division regulations, for any insubordination, or any other just cause, subject to the procedure set forth below. He shall report such suspension, reduction, discharge, or disciplinary action to the Director of Public Safety.

37.02 When an employee of the Fire Division is charged with any offense, such employee shall be entitled to a hearing before the Fire Chief. Such hearing shall be granted upon the said employee filing a written request therefore within three (3) days of receipt of the charges. The hearing shall be held promptly thereafter, unless otherwise mutually agreed by the parties, and the Fire Chief shall inquire into the facts, including the presentation orally and/or in writing of the complainant, the statements of the employee charged, and any other evidence of the complainant against the employee charged that is relevant to the hearing.

37.03 Upon completion of said hearing, the Chief shall make a finding as to the facts of the case, determine punishment, if any, and file a written report with the Director of Public Safety. The Employee charged shall also receive a copy thereof.

37.04 In all cases where the Fire Chief, in his determination of punishment, has recommended suspension of more than three (3), eight (8) hour, workdays or twenty-four (24) hours or dismissal of the employee who has been charged and who has been found to have been in violation, then, within ten (10) days after the filing of the aforesaid written report, the employee may appeal the disciplinary action to the Grievance Procedure as set forth at Section 38.03 (8).

GRIEVANCE PROCEDURE

ARTICLE 38

38.01 Every employee or the Union shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to representation of the employee's choice, including Maumee Professional Firefighter/Paramedic Association, at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

38.02 For the purposes of this procedure, the below listed terms are defined as follows:

- (1) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement or a disciplinary action resulting in time off without pay.
- (2) Aggrieved party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance.
- (3) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- (4) Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays as provided for in this Agreement.

38.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

- (1) Except at Step 1, all grievances shall include:
 - (A) The name and position of the aggrieved party.
 - (B) The identity of the provisions of this Agreement involved in the grievance.
 - (C) The time and place where the alleged events or conditions constituting the grievance took place.
 - (D) The identity of the party responsible for causing the said grievance, if known to the aggrieved party.
 - (E) A general statement of the nature of the grievance and the redress sought by the aggrieved party.
- (2) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the Union.
- (3) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3 of Section 38.04.
- (4) The investigation of grievances shall be conducted only during non-working hours.
- (5) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- (6) The grievant may choose the Union to be present at any step of the Grievance Procedure.
- (7) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided

and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

- (8) This procedure, when used in a dispute concerning a disciplinary action defined in Section 37.04 shall proceed to Step 4 of Section 38.04. This procedure shall not be available for disputes concerning other types of disciplinary actions.
- (9) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specific time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- (10) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

38.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

STEP 1:

An Employee who believes he may have a grievance shall cause it to be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the aggrieved party's immediate fulltime supervisor, not a member of the bargaining unit, within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

STEP 2:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Fire Chief within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if requested. The Chief shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting.

STEP 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Administrator within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall

be submitted with the appeal. The City Administrator, or his designee, may convene a meeting within ten (10) days of the receipt of the appeal. The meeting, if held, will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The City Administrator, or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting, if such meeting was held. If no meeting was held, the written decision shall be issued within fifteen (15) days of the receipt of the appeal. If the Union is not satisfied with the decision at Step 3, or no written decision is issued within fifteen (15) days, it may proceed to arbitration pursuant to the Arbitration Procedure set forth in Article 39.

ARBITRATION PROCEDURE

ARTICLE 39

39.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 3, or a time limit default by the Employer at Step 3, the Union may submit the grievance to arbitration.

Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure.

If such agreement is not reached, the panel members names will be used in rotation, in the order in which they appear herein.

39.02 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 law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

39.04 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.

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

39.06 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be:

- (1) Robert Stein
- (2) Frank Keenan
- (3) John Weisheit
- (4) Anna Duval Smith
- (5) James Mancini
- (6) Nels Nelson
- (7) Harry Graham

39.07 The Union agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

TRAVEL AND MILEAGE ALLOWANCE

ARTICLE 40

40.01 Covered employees of the City will be reimbursed at a mileage rate approved by the Internal Revenue Service, plus parking charges and tolls, for travel on official business for the City in privately owned vehicles; provided however, such travel must be authorized by the Department Head and certified by the employee to the Director of Finance.

40.02 The City will reimburse up to a daily maximum of thirty-five dollars (\$35.00) (excluding alcohol) for meals for the Employee and, also for lodging expenses for the Employee only, provided further, that receipts for such lodging and meals shall be submitted to the Director of Finance and attached to forms provided by said Director.

40.03 Reimbursement for County Life Squad Continuing Education classes shall be submitted to the Director of Finance on not more than a quarterly basis.

40.04 An employee shall be entitled to a minimum of one (1) hour or actual roundtrip travel time at the employee's regular rate, whichever is greater, for travel beyond a thirty (30) mile radius of the City of Maumee. For mandatory or authorized off-site, off-duty training or where such training site is within the thirty (30) mile radius and is required for maintenance of the employee's certification for that job classification, then in that instance, said employee shall be entitled to a maximum of one hour travel time or actual roundtrip travel time at the employee's regular rate, whichever is less.

LONGEVITY PAY

ARTICLE 41

41.01 Longevity pay shall be calculated and paid in accordance with the following:

- (1) All covered employees who have completed five (5) full calendar years of continuous service with the City shall be entitled to annual longevity payments according to the following schedule:

COMPLETED CALENDAR	
YEARS OF SERVICE	AMOUNT
5 years through 9 years	\$ 600.00
10 years through 14 years	\$ 900.00
15 years through 19 years	\$1,200.00
20 years through 24 years	\$1,500.00
25 years or more	\$1,800.00

41.02 All such longevity pay to which an employee is entitled shall be paid in a lump sum by the first pay period in February of each calendar year.

ACTING SQUAD LEADER ADDITIONAL COMPENSATION

ARTICLE 42

42.01 When a Paramedic is to be appointed to act in the rank of Squad Leader, the Paramedic who has the greatest amount of seniority on that shift shall be given "acting time"; provided however, if another Paramedic has been designated by the Chief of the Bureau of Ambulance and Emergency Service as Acting Squad Leader then, and in that event, said designated Paramedic shall be given "acting time". "Acting time" shall be calculated at the rate of the next higher pay of the Squad Leader position above the pay of the said Paramedic. "Acting time" shall only be paid for the actual number of hours worked at the Squad Leader's rate of pay.

WEEKEND AND HOLIDAY DIFFERENTIAL

ARTICLE 43

43.01 Covered employees of the Ambulance Bureau shall receive, in addition to other compensation, the sum of eighty cents (\$.80) per hour for each full hour worked as part of such employee's regular workweek when regularly scheduled hours fall either on a holiday as defined in Article 29 or on a weekend defined as follows:

4:00 P.M. Friday through Midnight Sunday.

43.02 Holiday pay differential for days designated as one-half day Holidays shall be paid from 12 noon to 12 midnight.

43.03 When Holiday hours and weekend hours coincide, only one eighty cents (\$.80) per hour differential will be paid.

OVERTIME COMPENSATION

ARTICLE 44

44.01 If approved by the Director of Public Safety, all covered employees shall receive in addition to base pay, compensation for hours worked in excess of the hours the employee is regularly scheduled to work. Compensation for overtime hours, in addition to base pay, shall be as follows:

- (1) For all hours after the employee's regularly scheduled shift and hours at mandatory training sessions at the rate of fifty percent (50%) of base pay.
- (2) On Holidays on which said employee is not regularly scheduled to work, as defined by Article 29 of this Agreement, such hours shall be at the rate of one hundred percent (100%) of base pay.
- (3) As of December 19, 2011, all non-scheduled overtime incurred on the following holidays, as designated in Article 29, Thanksgiving Day, Christmas Eve or Day after Christmas, Christmas Day, New Years Eve (afternoon only), and New Years Day shall be paid at one hundred percent (100%) of base pay. On all other Holidays on which said employee is not regularly scheduled to work, as defined by Article 29 of this Exhibit, and is ordered into work, such hours shall be at the rate of one hundred percent (100%) of base pay.
- (4) For forty (40) hour workweek employees, work on Sundays which said employees are not regularly scheduled to work, shall be paid at the rate of one hundred percent (100%) of base pay.
- (5) As of December 19, 2011, for forty (40) hour workweek employees, work on Sundays which said employees are not regularly scheduled to work, shall be paid at the rate of fifty percent (50%) of base pay.
- (6) For employees who are members of the Maumee Volunteer Fire Department or City Ambulance Squad who respond to fire runs, drills or clean-up when off duty, pay shall be at the rate of fifty percent (50%) of base pay for a minimum of one hour or for the amount of time actually in service, whichever is greater. Employees responding to EMS runs shall receive pay at the rate of fifty percent of base pay for a minimum of three (3) hours, or for the amount of time actually in service, whichever is greater.

44.02 Covered employees may receive, in lieu of said overtime, time off with pay at the rate so specified above; provided however, that any such time off with pay be scheduled subject to the approval of Division and Department Heads and further subject to the following conditions:

- (1) Such compensatory time shall be given in lieu of pay, and any such overtime on any day shall be compensated for either as pay or as compensatory time but not as a combination thereof.
- (2) Compensatory time which is unscheduled as time off may be accrued by an employee up to an amount not to exceed eighty (80) hours at any one time. Any overtime hours worked which would result in an excess of eighty

(80) hours unscheduled compensatory time shall be paid on the pay date for the pay period in which the hours were worked and consistent with paragraph (1) above.

- (3) Compensatory time may be taken as time off, upon approval, or scheduled off; provided, no more than two hundred forty (240) hours of compensatory time can be utilized in any pay-roll year.

44.03 Overtime shall be distributed in accordance with the following:

- (1) Opportunity to work overtime callouts shall be distributed as equally as practical among employees within the Division provided the employee is qualified to perform the specific work required.
- (2) In the event that an insufficient number of employees have accepted overtime, the employees with the least amount of seniority, as defined in Article 35, will be required and obligated to perform such work.

44.04 Covered employees shall receive said overtime compensation for no less than three (3) hours, when called out with the approval of the Department Head; provided however, that all subsequent callouts for such employees which fall within three (3) hours of the first callout shall be counted as a part thereof.

44.05 Any person initially hired within a calendar year shall be listed on the overtime callout list with the number of hours equal to the highest number of hours for any employee.

44.06 All callouts will be made by the Squad Leader on duty using the phone numbers posted on the seniority list. The call will be limited to ten (10) rings, if the line is busy, one (1) redial is to be made immediately to confirm that the correct number was dialed. If an answering machine is reached, a message will be left verifying that the call was made. Persons at the station are to be asked in person. The person making the calls will provide the Chief of Paramedics with a list showing time of call and the results.

Persons on Fire or EMS runs will be contacted in proper order of call-out. Persons may request in writing prior to known overtime their desire to work overtime. In that case, it will be that person's responsibility to call in by 5:30 p.m. to confirm acceptance of the overtime. Failure to confirm or work the overtime shall subject the individual to charge for the overtime, and to discipline pursuant to Article 37.

- (1) Partial shift vacancies on the current shift will be filled as soon as possible. Call-ins for partial shift vacancies (less than twenty-four (24) hours) will be for the entire amount of hours needed. Those refusing will be charged, except for the Paramedics who are on the shift where the vacancy exists.
- (2) Full shift vacancies will be filled the day prior to the vacancy at 1700 hours or as soon thereafter as possible. The employee with the lowest

overtime hours will be asked first. Full shift vacancies will be split into twelve (12) hour shifts. The first person asked will have choice of first or second twelve (12) hour shift. In the event of a tie, the seniority list will apply. Those refusing overtime will be charged.

- (3) In the event that the above procedure cannot be met, the person with the lowest amount of seniority, that is able to be reached, will be ordered to work. A person forced to work overtime may arrange with another eligible employee to work a portion of the forced overtime.
- (4) Any time a Paramedic needs to be held over to keep the Life Squad in service, all attempts will be made to relieve this person within two (2) hours. A Paramedic should only be held over in an emergency or if the callout procedures have failed.
- (5) A posted record showing overtime hours paid or refused shall be updated by the Squad Leader or Acting Squad Leader immediately after the shift has been worked. Overtime hours worked as a part of assigned administrative duties, EMS runs, and hold overs shall not be included in the posted record showing overtime hours worked or refused.
- (6) No overtime will be caused by trades. If the Paramedic who is supposed to work, as per the trade request form, does not report for duty at the scheduled time, he will be the one charged with the absent time.

PAYROLL YEAR, PAY DATES, AND PAY PERIODS

ARTICLE 45

45.01 As used throughout this Agreement, the payroll year shall constitute all days of any pay period, the pay date for which falls within the calendar year. The payroll year is the same as the tax year for reporting earned income on Form W-2 for the Internal Revenue Service. The payroll years covered in part, or in whole, by this Agreement are:

2011:	December 20, 2010 to December 18, 2011
2012:	December 19, 2011 to December 16, 2012
2013:	December 17, 2012 to December 15, 2013

45.02 For the purpose of paying salaries and other compensation to covered employees, the pay periods shall be the bi-weekly periods commencing on December 22, 2008, and continuing thereafter.

45.03 The pay date for salaries and compensation due covered employees, as established by this Agreement for each pay period, shall be the Friday next following the expiration of each bi-weekly pay period; provided however, when such Friday is a holiday, as set forth in Article 29, the pay date shall be the day immediately preceding any such designated holiday.

45.04 Upon acceptance by all Maumee city employee bargaining units, Article 45 will be modified to reflect the direct deposit of employee payroll checks, with Monday designated as pay date for salaries and compensation due to employees covered by this agreement.

STEP ADVANCEMENT

ARTICLE 46

46.01 The salary schedule for each position classification included in the Bargaining Unit shall consist of an entry rate, six (6) intermediate rates and a maximum rate for employees hired prior to January 1, 2009. The first step thereof shall be the minimum rate and shall normally be the hiring rate for the position. All employees shall normally progress through the salary steps upon the completion of one (1) year of service in an assigned pay step unless advanced otherwise by the appointing authority. Upon promotion to a higher position, an employee shall be assigned to the pay step which is closest to, but not lower than, the pay step which reflects a five percent (5%) wage increase.

46.02 The salary schedule for each position classification included in the Bargaining Unit shall consist of an entry rate, three (3) intermediate rates and a maximum rate for employees hired on or after January 1, 2009. The first step thereof shall be the minimum rate and shall normally be the hiring rate for the position.

BASE SALARY

ARTICLE 47

47.01 Through December 18, 2001, the base salary for the positions, with hours of work defined in Section 14.01, covered by this Agreement shall be calculated on the basis of two thousand four-hundred ninety-six (2,496) hours in pay status equaling the hereinafter listed annual salaries.

47.01 As of December 19, 2011, the base salary for the positions, with hours of work defined in Section 14.02, covered by this Agreement shall be calculated on the basis of two thousand one hundred eighty-four (2,184) hours in pay status equaling the hereinafter listed annual salaries.

47.03 The base salary for the positions, with hours of work defined in Section 14.03 covered by this Agreement shall be calculated on the basis of two thousand eighty (2,080) hours in pay status equaling the hereinafter listed annual salaries.

SALARY AND COMPENSATION

ARTICLE 48

48.01 From and after December 20, 2010, the annual salary and compensation for the positions listed below shall, for all employees hired prior to January 1, 2009, be as follows:

STEP	PARAMEDIC AND FIRE PREVENTION INSPECTOR	SQUAD LEADER
A	\$45,922	\$50,415
B	\$47,529	\$52,179
C	\$49,193	\$54,006
D	\$50,915	\$55,895
E	\$52,696	\$57,851
F	\$54,541	\$59,877
G	\$56,450	\$61,972
H	\$58,426	\$64,142

48.02 From and after December 20, 2010 the annual salary and compensation for the positions listed below shall, for employees hired on or after January 1, 2009, be as follows:

STEP	PARAMEDIC AND FIRE PREVENTION INSPECTOR	SQUAD LEADER
Entry	\$45,922	\$50,415
After 1 year	\$47,529	\$52,179
After 4 years	\$49,193	\$54,006
After 8 years	\$52,696	\$57,851
After 12 years	\$58,426	\$64,142

48.03 From and after December 19, 2011, the annual salary and compensation for the positions listed below shall, for all employees hired prior to January 1, 2009, be as follows:

STEP	PARAMEDIC AND FIRE PREVENTION INSPECTOR	SQUAD LEADER
A	\$47,300	\$51,927
B	\$48,955	\$53,744
C	\$50,669	\$55,626
D	\$52,442	\$57,572
E	\$54,277	\$59,587
F	\$56,177	\$61,673
G	\$58,144	\$63,831
H	\$60,179	\$66,066

48.04 From and after December 19, 2011 the annual salary and compensation for the positions listed below shall, for employees hired on or after January 1, 2009, be as follows:

STEP	PARAMEDIC AND FIRE PREVENTION INSPECTOR	SQUAD LEADER
Entry	\$47,300	\$51,927
After 1 year	\$48,955	\$53,744
After 4 years	\$50,669	\$55,626
After 8 years	\$54,277	\$59,587
After 12 years	\$60,179	\$66,066

48.05 Effective not later than 60 days after the execution of this agreement, each employee shall receive a lump sum payment, not includable in the base wage, of one percent (1%) of that employee’s base annual wage.

48.06 In the event that an employee is determined to be uninsurable and prohibited from operating vehicles on behalf of the City, such employee shall be assigned to a position in the classification series not requiring the ability to operate vehicles as a duty for the position, if such a position exists. Any employee so reassigned to a lower position shall be paid at the pay step for the position to which assigned which is closest to, but no more than, the pay rate before the reassignment. Upon becoming insurable under the City's coverage, such employee shall be reassigned to the pay step and the position classification previously held.

48.07 Members of the Fire Prevention Bureau shall receive, in addition to other compensation, the sum of one hundred dollars (\$100.00) per week for required standby duty as prescribed by the Fire Chief; provided however, in no case shall the total standby compensation paid to the members of the Fire Prevention Bureau, collectively, exceed the amount of one hundred dollars (\$100.00) per week.

DRUG / ALCOHOL TESTING

ARTICLE 49

49.01 Drug/Alcohol screening/testing shall be conducted at times of pre-employment, annual physical, if given, upon reasonable suspicion, or otherwise in accordance with the Drug Free Workplace Policy (DFWP) of the City of Maumee. Drug/Alcohol screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of drug/alcohol screening or testing be released except as authorized by the employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

49.02 All drug/alcohol screening tests shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test lab or person shall include a chain of custody procedure and mass spectroscopy confirmation (drugs only) of any positive initial screening.

49.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined in Section 3719.02 and 4729.02 O.R.C. Dual specimens shall be taken and held by the laboratory. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of the employee's choosing, at the employee's expense. This test shall be given the same evidentiary value as the two (2) previous tests.

49.04 Upon the findings of positive test results for illegal controlled substances by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall have the right to disciplinary action. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to a comparable position. Such employee may be subject to periodic retesting at the discretion of the employer upon return to the comparable position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or insurance benefits provided any applicable employee contribution for such insurance benefits has been prepaid through the Director of Finance for any medical leave of absence without pay for a period not to exceed ninety (90) days.

49.05 If the employee refuses to undergo rehabilitation or detoxification, fails to complete a program of rehabilitation, or tests positive at any time within two (2) years after the employee returns to work upon the completion of the program of rehabilitation, such employee shall be subject to disciplinary action up to and including termination of employment. Except as otherwise provided herein, costs of all drug/alcohol screening tests and confirmatory tests shall be borne by the Employer. For the purpose of the Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

49.06 No drug testing shall be conducted without the authorization of the Employer. If the Department Head orders, the employee shall submit to a toxicology/alcohol test in accordance with the procedure set forth herein. Refusal to submit to toxicology testing after being ordered to do so shall result in disciplinary action up to and including termination of employment.

49.07 The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

ARTICLE 50

50.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical, and otherwise in accordance with the Drug Free Workplace Policy (DFWP) of the City of Maumee. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

50.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

50.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

RETIREMENT PICK-UP

ARTICLE 51

51.01 As permitted by the Internal Revenue Service and the Ohio Public Employees Retirement System (OPERS), the Employer agrees to implement the "salary reduction" method for pension "pick-up". Such plan will take effect upon approval of the pension board and appropriate governmental agencies.

51.02 The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to OPERS. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the employee's W-2 form, thus deferring taxes on the pension contribution and increasing the employee's take-home pay.

FAMILY & MEDICAL LEAVE ACT

ARTICLE 52

52.01 The parties agree to be bound by the provisions of the Family & Medical Leave Act of 1993, and as set forth hereinbelow.

52.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave:

- (1) The birth of a son or daughter, and to care for the newborn child;
- (2) The placement with the employee of a son or daughter for adoption or foster care;
- (3) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- (4) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

52.03 The annual twelve (12) month period shall commence and be measured forward from the date the employee first uses the leave set forth above.

52.04 Any provisions under sick leave, leave of absence, funeral leave, etc. that are found to be improved benefits as compared to the Family & Medical Leave Act shall not be reduced to comply with said Act.

52.05 No employee shall lose seniority during the period of time off which is attributable to the Family & Medical Leave Act.

SHIFT REQUESTS

ARTICLE 53

53.01 Any requests for shift transfers will be considered once a year and shall be submitted in writing to the Bureau Chief of the Ambulance Bureau prior to October 31st. In order to be considered, two (2) or more requests from different shifts shall be required.

Such requests for transfers will be reviewed by the Fire Chief and the Bureau Chief.

53.02 In the case of an opening on a shift, the opening shall be posted in writing for seven (7) days. All persons interested in the opening shall submit a written request to the Fire Chief and the Bureau Chief expressing interest in the opening. This shall be subject to review by the Fire Chief and Bureau Chief with assignments accordingly.

All requests for transfers and moves to an open position will be at the final determination of the Fire Chief after review with the Bureau Chief.

53.03 The Bureau Chief of the Ambulance Bureau shall use his best efforts to post by December 1 the work schedule for the next year beginning January 1.

LEGISLATIVE APPROVAL

ARTICLE 54

54.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

SPECIAL EVENTS

ARTICLE 55

55.01 If a special event occurs which requires the presence of EMS personnel, the employees of this bargaining unit shall staff the event. Written notification of the day and time of such special events shall be posted a minimum of twelve (12) days prior to the event or as soon as the Employer learns of the event. Voluntary sign up sheets shall be posted during this period to allow bargaining unit members to voluntarily sign up to meet the employer's need. If necessary, call outs pursuant to this Section shall be done according to the contractual call out procedure.

TUITION REIMBURSEMENT

ARTICLE 56

56.01 An employee may request tuition reimbursement at fifty percent (50%) for additional schooling or training, above and beyond the training required by the City, related to the performance of the employee's job duties. Tuition reimbursement may be authorized by the Department Head if it is determined that such additional training will be of sufficient benefit to the City.

56.02 In order to qualify for tuition reimbursement, the employee must have prior written approval of the Department Head to which assigned, submit evidence of successfully completing the training with a passing grade of C, its equivalent, or above, and submit a statement or invoice of the tuition with proof of payment.

56.03 Any training opportunity which the Employer intends to make available to employees, based upon its legitimate business needs, shall be posted in conspicuous locations. Any employee interested shall immediately submit his request, in writing, to the Department Head.

PRE-RETIREMENT SEMINAR

ARTICLE 57

57.01 Upon notification of impending retirement, but not more than one (1) year prior to retirement, an employee, upon request, will be permitted to attend one (1) retirement seminar germane to the Public Employees Retirement System.

57.02 Compensated attendance at such seminar shall not exceed sixteen (16) or twenty-four (24) hours, as appropriate, per employee. The employee shall be responsible for any and all expenses incurred for such attendance on work time beyond the sixteen (16) hour maximum.

PERSONNEL FILE

ARTICLE 58

58.01 Records of disciplinary action not resulting in time off which are two (2) years old, or disciplinary actions resulting in time off of five (5) days or less which are five (5) years old may, upon written request of the employee and subject to the following criteria, be removed from the employee's personnel file:

- (1) There has been no occurrence of a similar type incident within a two (2) year period, or five (5) year period, respectively.
- (2) The Law Director has given written approval after determination that such removal will not adversely impact upon the City's legal position in any pending or subsequent court action.

58.02 The removal of such disciplinary records from the personnel files will have no force or effect for any future discipline. If request of such removal is denied, the Employer shall provide a written explanation of the denial.

58.03 Upon employees request and during normal business hours, the employee will be permitted to review his/her personnel file.

LABOR-MANAGEMENT MEETINGS

ARTICLE 59

59.01 The parties agree to meet to discuss issues of concern to either party from time to time or as often as the parties mutually agree. Each party may be represented by up to three (3) persons. In addition, a staff representative of the Union may attend.

59.02 The party seeking the meeting shall provide an agenda of specific items to be discussed prior to the meeting, and a brief explanation on each. Such meetings shall be held during working hours unless otherwise mutually agreed, and shall be held within fourteen (14) days of the date of the request.

DURATION OF AGREEMENT

ARTICLE 60

60.01 This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union, and shall become effective on the date of the execution of this Agreement, and shall remain in full force and effect until December 31, 2012.

EXECUTION

ARTICLE 61

61.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 14th day of October, 2011.

FOR THE MAUMEE PROFESSIONAL
FIRE FIGHTERS/PARAMEDICS
IAFF LOCAL 4536:

FOR THE CITY OF MAUMEE:

BY: Richard L. Miller

BY: Tony Wagner

Constance DeLoe Linda Wieder