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AGREEMENT BETWEEN THE

CITY OF DELAWARE AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 606

Effective Dates
APRIL 1, 2024 – MARCH 31, 2027

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ARTICLE 1 - AGREEMENT

Section 1.1 Agreement

This Agreement is made and entered into by and between the City of Delaware, (hereinafter referred to as the City), and the International Association of Fire fighters, Local No. 606, (hereinafter referred to as the Union).

Section 1.2 Purpose

This Agreement is made for the purpose of promoting cooperation, and orderly, constructive and harmonious relations between the City, its employees, and the Union.

Section 1.3. Legal References.

1. Unless otherwise indicated, the terms of this Agreement shall be interpreted in accordance with the provisions of Chapter 4117 of the Ohio Revised Code. Where this Agreement makes no specifications about a matter, the City, its employees, and the Union are subject to all applicable State laws or local ordinances pertaining to the wages, hours, and terms and conditions of employment for public employees. Laws pertaining to civil rights, affirmative action, unemployment compensation, and retirement of Fire fighters are not superseded by this Agreement except where supplemental workers' compensation or supplemental unemployment compensation have been negotiated and included herein. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations and original appointments from the eligible lists are not subjects of bargaining under this Agreement.
2. Should any part of this Agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this Agreement be restrained by any such tribunal, pending a final determination as to its validity, such invalidation or temporary restraint shall be limited to the circumstances which the law or tribunal has prescribed and shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this Agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this Agreement shall meet as soon as practicable, but no later than thirty (30) days of receipt of the written request, in an attempt to modify the invalidated provisions by good faith negotiations.
3. All references in this Agreement to the male gender shall be equally applicable to the female gender.
4. The City agrees that no employee hereunder, shall be asked to make any written or verbal agreement which may in any way conflict with this Agreement.

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Section 1.4 Sanctity of Agreement.

1. No changes in this Agreement shall be negotiated or effected during the duration of this Agreement, unless there is a written accord by and between the parties hereto to do so. Any negotiated changes, to be effective and incorporated in this Agreement, must be in writing and signed by the parties and accepted by the authorized City representatives and by the Bargaining Unit.
2. This Agreement shall be binding upon the successors and assigns of the parties thereto, and shall not impede on any management rights under the Management Rights Article of this Agreement nor ORC 4117.08 (C).

Section 1.5 Enforceability of Agreement.

The City and the Union assert and believe that the provision of this Agreement is enforceable in a Court of Law.

Section 1.6 Changes in Terms and Conditions of Employment.

Subject to the specific rights retained by the City in this Agreement, the City recognizes its legal obligation under Ohio Revised Code Chapter 4117 to bargain with the IAFF prior to implementation of any changes in wages, hours or other terms and conditions of employment applicable to members of the Bargaining Unit.

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ARTICLE 2- RECOGNITION

Section 2.1 Recognition

The City hereby recognizes the International Association of Fire fighters, Local No. 606, as the sole and exclusive representative for all employees included in the Bargaining Unit described in Section 2 of this Article. The Union is recognized by the City as the sole and exclusive representative of all Bargaining Unit members in any and all matters relating to wages, hours, and terms and conditions of employment, and the continuation, modification, or deletion of any existing provisions of past Agreements between the parties, and the resolution of questions arising under this Agreement.

Section 2.2 Bargaining Unit

The Bargaining Unit shall include all full-time fire department employees who hold the rank of firefighter, lieutenant and captain, excluding the Fire Chief and the Management Captain, who in the absence of the Chief, is authorized to exercise the authority and perform the duties of the Chief of the department.

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ARTICLE 3 - DEFINITIONS

Appointing Authority: City Manager

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

Calendar Month: From the first day to and including the last day of one of the twelve calendar months.

Calendar Week: Seven consecutive calendar days starting at 12:00 a.m. on Sunday and ending at 11:59 p.m. on Saturday.

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

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

Compensatory Time: Time off with pay for authorized overtime worked in lieu of salary and wages.

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

Earned Time: Time off with pay in the form of Holiday, Compensatory time, Personal Days.

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

Employee/Employees: As used in this Agreement means members of the Bargaining Unit.

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

Holdover: When a member is in an overtime status that extends the ending of their scheduled work shift.

Kelly Day: A 24 hour day off that exists for the purpose of reduction in time in order to not trigger FLSA overtime payment requirements.

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

Overtime: Time during which an employee is on duty, working for the City of Delaware in excess of regularly scheduled hours of work. Overtime applies only to that time authorized to be worked by the Fire Chief or designee in accordance with this Agreement.

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

Pay Period: A two calendar week period beginning on a Wednesday and ending on the second Tuesday.

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

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

Pay Step: Each of the regular pay steps in a pay range.

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

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

Pre-scheduled Overtime: Overtime for required and requested training and overtime scheduled with the member at least forty-eight (48) hours prior to the beginning of the overtime.

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

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

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

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Resignation: The voluntary termination of employment by the employee.

Seniority: For the purposes of this agreement, seniority shall be computed on the basis of uninterrupted length of continuous, active full-time service as sworn, regular full-time firefighter, regardless of rank, appointed pursuant to the civil service rules in the city of Delaware. Continuous service shall be deemed broken when a member resigns, retires, is discharged, or fails to timely return to duty after an approved leave of absence following written notification to so return. Once continuous service is broken, a member loses all previously accumulated seniority. Time spent while on suspension or unpaid status shall not constitute a break in service, but shall toll service time for that period. In the event that members hired after January 1, 2022, have the same hire date, the members' ranking on the civil service eligibility list shall be used to determine seniority, with the member having the higher-ranking score having seniority over the member with the lower ranking.

The definition of seniority shall equally apply to length of service for the purposes of lay-offs.

Seniority In Rank: The length of a member's service within his rank.

Upgrading: Raising all of the positions by amending the Agreement to provide a higher pay range.

Workday: An eight (8) hour shift, or a ten (10) hour shift, for those employees working a forty (40) hour week**,** a twelve (12) hour shift for those employees working a forty-two (42) hour week, and a twenty-four (24) hour shift for those employees working a three (3) platoon system.

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ARTICLE 4 - MANAGEMENT RIGHTS

Section 4.1

Unless otherwise agreed and set forth in this Agreement, the City shall retain all rights imposed upon it by law to carry out the administration of government and management of the City, including the Fire Department. The right to manage shall include, but not be limited to:

1. The right to direct, supervise, evaluate, hire, promote, transfer, assign, schedule, layoff and retain employees; and also to suspend, discipline, demote and discharge for just cause.
2. The right to effectively manage the work force and to determine the number of personnel needed in an agency or department, or to perform any function; determine services to be rendered, operations to be performed, utilization of technology, organizational structure and overall budget.
3. The right to purchase equipment, materials, or services, or to subcontract for services, except that the City agrees that it will not subcontract under any circumstances that will result in the layoff of members or the continued layoff of members.
4. The right to determine the appropriate job classifications and personnel by which government operations are to be conducted; determine the overall mission of the unit of government; maintain and improve the efficiency and effectiveness of government operations.
5. The right to make reasonable rules to regulate the work force and to establish and amend personnel policies and procedures relating to any matter which is not set forth in this Agreement.
6. The right to take any necessary actions to carry out the mission of the City.

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ARTICLE 5 - DUES

Section 5.1 Union Dues Deductions.

The City will deduct from the wages and turn over to the appropriate designated officer of Local No. 606, International Association of Fire fighters, the regular monthly Union dues of such member who shall individually and voluntarily certify in writing that they authorize such deduction. This authorization shall be specifically in writing, and will require the employee and the Union to agree to hold the City harmless for any payment made to the Union by the City during the term of the voluntary assignment. All members of the Bargaining Unit shall either become dues paying members of the Union or, as a condition of continued employment, remit to the Union a fair-share fee in the amount set from time to time by the Union in accordance with the provisions of O.R.C. 4117.09 (C). Said amount shall be deducted from all wages of all such non-members on the same basis as the deductions made for dues from members of the Union. The amount deducted from the employee's paycheck with regard to the local dues which are voluntarily authorized, shall be turned over to the Union no later than thirty (30) days following such deduction.

Section 5.2 Other Deductions.

The City further agrees to deduct from the pay of those employees authorizing such deduction, and turn over to the appropriate party, monies designated for purposes such as credit union, savings bonds, United Appeal, and similar causes in accordance with the City's current policy on payroll deductions. These deductions shall be subject to the City's ability to maintain an efficient payroll procedure.

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ARTICLE 6 – LATERAL HIRE

Section 6.1 Lateral Hire

The city may hire firefighters through the civil service process with previous service as a firefighter/paramedic in the Ohio Police and Fire and/or OPERS pension systems. The firefighter/paramedic may, at the discretion of the fire chief, be paid up to the equivalent yearly rate based on the number of years of full-time service. Lateral hire candidates must have the minimum age for employment as a firefighter and not be over 40 years of age when first employed by the city of Delaware and must possess paramedic and firefighter 2 certifications. The firefighter/paramedic's appointment date shall be their date of hire. The advance step placement shall not affect or be counted towards seniority. The new hire will also be required to serve a probationary period.

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ARTICLE 7 - PROBATIONARY PERIOD

Section 7.1 New Hires Probationary Period.

The probationary period for all newly hired employees will be a period of twelve (12) months from the date of hire, or six (6) months from the date of successful completion of Fire Academy training, whichever is longer. Total Probationary period shall not exceed (19) nineteen months. If a member's probationary period is extended for any reason, their step increase shall be extended by the same amount of time. After successful completion of the probationary period, employees will be credited with seniority from the original date of hire. During the probationary period, the member may be dismissed if the member fails to demonstrate that he can completely and satisfactorily perform the job.

Section 7.2 Promotional Probationary Period.

Any member who is promoted shall serve a six (6) month probationary period or three (3) months from when the Chief determines that minimum job classification requirements that exist at the time that the promotion is made are met, whichever is longer, from the date of his promotion. If the member fails to demonstrate that he can completely and satisfactorily qualify for and perform the job within the probationary period, the City may return the employee to his former classification, without any loss in seniority. Any other members who are promoted following and as a result of this member's promotion shall also be returned to their former positions. If a member's probationary period is extended for any reason, their step increase shall be extended by the same amount of time.

Section 7.3 Adjustments and Extensions.

1. The probationary periods required herein may be extended if the member is on an authorized leave of absence or other approved leave equal to or greater than 30 days. The probationary periods shall be extended by the length of the authorized leave of absence or other approved leave.
2. In addition to the extension allowed in the preceding paragraph, if in the sole discretion of the City an extension is necessary to properly evaluate a member's performance and determine whether or not he can completely and satisfactorily qualify for and perform the job, the required probationary period may be extended up to a maximum of six (6) months, provided the City provides written notice to the member of such an extension at least ten (10) days prior to the date the member would otherwise complete his probationary period. The length of the extension will depend upon the circumstances warranting the extension.

Section 7.4. Recourse.

No member may arbitrate a dismissal or demotion effected during his probationary period in accordance with the terms of this Article.

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Section 7.5. Rehires.

Former members who completed their probationary period and are rehired by the City after a separation from service shall be subject to the probationary period established in Section 1 of this Article.

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ARTICLE 8 - NO STRIKE, NO LOCKOUT

Section 8.1 Strikes Prohibited.

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

Section 8.2 Lockouts Prohibited.

The City agrees that it will not engage in any lockout of employees covered by this Agreement.

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ARTICLE 9 - LABOR/MANAGEMENT COMMITTEE

Section 9.1 Annual Meeting

In the interest of sound Labor/Management Relations, unless mutually agreed otherwise, the employer and/or his designee(s) shall meet at least annually on a mutually agreeable day and time, with not more than three (3) representatives of the IAFF to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 9.2 Intent/Purpose of Meetings

An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of matters to be taken up in the meeting and the names of those representatives who will be attending. The purpose of such meeting shall be to:

1. Discuss the administration of this agreement.
2. Notify the union of changes made by the employer which affect bargaining unit members of the IAFF.
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
4. Disseminate general information of interest to parties.
5. Discuss ways to increase productivity and improve effectiveness.
6. Consider and discuss health and safety matters relating to employees.

Section 9.3 Special Meetings

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible.

Section 9.4 Discussion Topics

Although questions of contract interpretation are appropriate for discussion in these meetings, it is not intended that the meetings replace the collective bargaining process or be used as a forum for trying to alter this agreement. Although it is intended that the parties can suggest any topic for discussion that relates to terms and conditions of employment, no discussion constitutes a waiver of any of the Chief's or the City's management rights.

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ARTICLE 10 - CORRECTIVE ACTION

Section 10.1 Just Cause.

Except as provided in Article 7 of this Agreement, no Bargaining Unit member shall be removed, reduced in pay or position, suspended or reprimanded except for just cause.

Section 10.2 Progressive Discipline.

The City agrees to follow the principle of progressive, corrective action. The Fire Chief may skip any step of progressive action if the violations are of a very serious nature. Further, the City agrees to fairly and equitably discipline members.

Section 10.3 Use of Prior Discipline.

In assessing proper levels of discipline, the City will take into account the length of time since any previous offenses have occurred. Records of Instruction and Cautioning will not be used as a basis for further discipline two (2) or more years after issuance, and records of written reprimand will not be used as a basis for further discipline three (3) years or more after issuance. By the request of the member and providing there has been no intervening discipline, discipline records after the 2 or 3 year period shall be disposed of in accordance with the Human Resources Public Records Retention Schedule.

Section 10.4 Disciplinary Investigation.

Employees under investigation for a disciplinary determination may be placed on administrative leave and any such administrative leave shall be with pay until a determination has been made by the employer. Once the employee is the subject of an investigation, the City will notify the employee, and schedule a review hearing within thirty (30) calendar days. If the investigation involves a criminal nature, the above prescribed time lines shall be waived by the parities. No determination involving a disciplinary suspension without pay or termination shall be made before scheduling a review hearing. A review hearing shall be held before a non-bargaining unit supervisor for all disciplinary actions which may result in a suspension of three (3) days or less. A review hearing shall be held before the City Manager or his designee for all disciplinary actions which may result in a suspension of more than three (3) days, demotions and for terminations. Union representation shall be present at such hearing if so desired by the employee.

Section 10.5 Suspension Defined.

For the purposes of this Article and corrective action, suspensions will generally be administered in time off in increments of 8 hours for 40 hour members and 10 hours for 50 hour members.

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ARTICLE 11 - GRIEVANCE PROCEDURE

Section 11.1 Grievance Defined.

Should any difference or dispute arise between the City and any employee, group of employees in the Bargaining Unit or the Union with respect to the interpretation or application of this agreement, it will be considered a grievance and must be resolved in accordance with the provisions of this Article.

Section 11.2 Grievance Liaison.

The Union will designate not more than three (3) grievance liaisons, one from each shift. From among these three grievance liaison representatives, the Union may appoint a grievance liaison chairman.

Section 11.3 No Loss of Pay.

A grievant shall not suffer any loss of regular pay for time spent presenting his grievance in any of the steps in this grievance procedure during regular duty hours.

Section 11.4 Union Representation.

A grievant shall be entitled to a Union representative at steps 1, 2, 3, and 4 of this procedure. The Union representative shall be entitled to present the grievance on behalf of the grievant if the grievant so desires, to ask questions and to have full participation. The grievant's Union representative will not suffer any loss of regular pay for time spent representing a grievant in discussions under this procedure during regular duty hours. Grievants' and grievance representatives should not use City paid time to reduce a grievance or appeal to writing, to investigate the facts regarding a grievance or facts regarding other similar situations, to engage in discussions with others regarding a grievance or to otherwise prepare to present a grievance at any of the steps in this procedure. However, the City recognizes that members may have conversations regarding grievances during slow work hour periods and shall not discipline such members for conversations or activities related to such conversations as long as such activity does not interfere with the performance of job duties.

At steps 1, 2, and 3, a grievant shall have the right to present a grievance and have it adjusted, without the intervention of local 606, as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and as long as the bargaining unit representative has the opportunity to be present at the adjustment.

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Section 11.5 Meetings.

All meetings regarding this grievance procedure may occur during the grievant's duty hours and the grievant and his representative, if he desires one, shall be released from duty for the purpose of attending such meetings provided that neither the grievant nor his representative, if one is desired, are needed to satisfy the City's manpower needs.

Section 11.6 Working Days.

For the purposes of this "Article", the term "Working Days" will not include scheduled days off, approved leaves or holidays.

Section 11.7 Steps.

All grievances shall be resolved in accordance with the following procedure:

1. Step 1.
   If any employee, group of employees, or the Union believe that he or they have a grievance (as defined above), he or they shall first informally discuss the grievance with the Fire Chief or designee within ten (10) calendar days of the incident, or within ten (10) calendar days of the time the employee should have been aware of the incident. If the grievant is not satisfied with the proposed disposition of the grievance, then within ten (10) calendar days:
2. Step 2.
   The grievance shall be reduced to writing and shall be signed by the aggrieved employee, employees, or the Union and presented to the Fire Chief or designee. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the Fire Chief shall be considered as abandoned. The Fire Chief shall answer, in writing, all grievances within ten (10) calendar days of their receipt. (The day of submission is not counted as a day of this step or any succeeding step.) If the grievant is not satisfied with the proposed disposition, then within ten (10) calendar days:
3. Step 3.
   The grievance shall be presented to the City Manager. Such written grievance shall designate the relief or disposition sought. Any grievance not reduced to writing and submitted to the City Manager shall be considered as abandoned. On any grievance submitted in writing to the City Manager or his designee, the grievant and the grievant's representative shall meet to discuss the grievance within ten (10) calendar days. The City Manager or his designee shall answer in writing all grievances within ten (10) calendar days of the meeting. (The day of submission is not counted as a day of this step or any succeeding step.)
4. Step 4.
   1. Appeal to Arbitration/MEDIATION. - Should the union, after receiving the written answer to the grievance in step 3 of the grievance procedure, still feel that the grievance is unresolved to its satisfaction,

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the union may request it be heard before an arbitrator and/or mediator. The union must make application to the city manager or his designee for arbitration and/or mediation within fourteen (14) calendar days of its receipt of the written answer from the city manager (step 3). The request for arbitration/mediation will be made simultaneously.

2. The union and the city may mutually agree to mediation prior to arbitration. If the grievance remains unresolved following mediation the parties will proceed with the arbitration process within fourteen (14) calendar days following the conclusion of the mediation.
3. Selection of mediator. – if the parties mutually agree upon mediation, within fourteen (14) calendar days following receipt of the union's application for mediation the parties shall request a mediator be appointed by the state employment relations board or may mutually agree to a mediator. Mediation shall commence within 30 calendar days unless mutually agreed upon by extension or the mediator is not available.
4. Selection of Arbitrator. – Within fourteen (14) calendar days following receipt of the Union's application for arbitration or within fourteen (14) calendar days of the conclusion of mediation, the City Manager, or his designee, and a Union representative will consult and attempt to select an impartial arbitrator by mutual agreement. In the event these representatives cannot reach an agreement on an arbitrator within fourteen (14) calendar days, by joint letter the parties will request the Federal Mediation and Conciliation Service (FMCS), or the State Employment Relations Board (SERB) to submit a panel of arbitrators. Within 35 days from the date on the arbitrator panel list received from FMCS or SERB, the City and the Union shall select an arbitrator by mutual agreement. If agreement cannot be reached as to one mutually acceptable arbitrator from the panel, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the final remaining name. Failure by either party to mutually select an arbitrator from the panel, alternately strike names from the panel-or to reject the panel within 35 days of the date on the panel list shall constitute a waiver on the part of that party to participate in the arbitrator selection process.
5. Authority of the Arbitrator. - The arbitrator shall conduct a fair and impartial hearing on the grievance, hearing and recording testimony from both parties and applying the rules of the American Arbitration Association. The arbitrator shall not have the authority to add to, delete from, or modify any provisions of this Agreement. It is expressly understood that the ruling and decision of the arbitrator, within his function as described herein, shall be binding.
6. Arbitrator Costs. - The costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and the rent, if any, for the hearing room shall be borne entirely by the loser. The arbitrator shall

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designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The expenses of any witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of the transcript. Grievants, or grievance representatives, and witnesses called by the City who appear at such a hearing during their normally scheduled working hours shall not suffer any loss of pay. Member witnesses, other than the grievant or the grievance representative, called by the Union will be afforded time off, without pay, or will be allowed to use accumulated leave time to attend the hearing, manpower needs permitting.

7. Arbitrator's Findings. - The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator shall render in writing his findings as quickly as possible within thirty (30) calendar days after the hearing, or within thirty (30) calendar days after submission of post-hearing briefs, if any, and shall forward such findings and all supporting data to the office of the City Manager and to the Union.

Section 11.8 Time Limits.

It is the Administration's and the Union's intention that all the time limits in the above Grievance Procedure shall be met. To the end of encouraging thoughtful responses at each step, however, the Union's and the Administration's designated representative may mutually agree, at any step, to short time extensions, but any such agreement must be in writing and signed by the parties. In the absence of such mutual extensions, any grievance not answered by the City within the specified time limits shall be considered to be answered in the negative and automatically advanced to the next step. Any step in the Grievance Procedure may be skipped by mutual consent.

Section 11.9 Representatives.

In each step of the Grievance Procedure outlined in Section 7 above, certain specific representatives shall be given approval to attend the meetings therein prescribed. Upon prior notice, either may bring additional representatives to any meeting in the Grievance Procedure.

Section 11.10 Nondiscrimination.

No member or official of the union shall be removed, disciplined, harassed or discriminated against because he has filed or pursued a grievance under these procedures.

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ARTICLE 12 - WORK RULES AND DIVISION DIRECTIVES

Section 12.1 Implementation

The Administration agrees that, to the extent possible, any work rules which the City may promulgate shall be reduced to writing and provided to all covered members at least seven (7) days in advance of their enforcement. Any charge by a member that a work rule, or Department Directive, is in violation of this Agreement or has not been applied or interpreted uniformly to all members, shall be a proper subject for a grievance. The Administration will provide the Union copies of any revised or new work rules, and Department Directives, in advance of their intended effective dates.

Section 12.2 Work Schedule Change

The administration agrees that when it is necessary to change a bargaining unit member's work schedule, that member shall be notified at least fourteen (14) calendar days before the scheduled change is to take place. It is understood that emergency situations may arise and a fourteen (14) calendar day notice may not be possible. In emergency situations, the administration agrees to notify the member as soon as possible before the schedule change is to take place.

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ARTICLE 13 - UNION RELEASE TIME

Section 13.1 Release Time

The Union shall be credited each contract year with a total of seventy-two (72) hours which may be used as paid time off by union representatives for the purpose of attending or participating in union functions or activities. Members authorized to use union release time shall be chosen by the Union. Time off for union release time shall be in accordance with the terms of Article 39, Earned Time. No more than twenty-four (24) unused hours provided in accordance with this Article shall be carried over for use in the next contract year.

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ARTICLE 14 - CONTINUATION OF EXISTING BENEFITS AND CHANGES OF AGREEMENT

Section 14.1 Continuation of Existing Benefits

All benefits, rights, privileges and working conditions enjoyed by members of the bargaining unit, which have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known to the City and the Local, shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent of the parties to this Agreement.

Section 14.2 Reduce Practices to Writing

The Local and the City will strive on a continual basis to reduce all past practices to writing. Should a dispute arise during the life of this Agreement over a past practice, the final resolution of the dispute shall become binding for both parties and will be addressed as such in the form of a letter of understanding.

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ARTICLE 15 - MISCELLANEOUS

Section 15.1 Local No. 606 Officials' Roster.

The Union shall provide to the Administration an official roster of its officers and representatives within thirty (30) calendar days of the effective date of this Agreement. This roster will be updated within 30 calendar days of any change, and will include the following:

1. Name
2. Union Office Held

Section 15.2 Safety.

The City agrees to continue to provide a safe and healthy work environment for all employees consistent within its obligations under the law, and the Union agrees to cooperate with the City in its efforts to maintain a safe and healthy work environment. The Union shall be given a copy of injury reports upon written request. If an employee has a justifiable reason to believe that his safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, he shall inform his supervisor who shall have the responsibility to determine what action, if any, should be taken.

Section 15.3 Agreement Copies.

Upon completion of negotiations and any required fact-finding and or arbitration, the City and the Union shall sign two duplicate copies of this Agreement. The City and the Union shall each maintain a master copy of the Agreement. The City and the Union shall be responsible for providing copies to their respective members. Copies for any new employees who are hired during the life of the Agreement shall be provided by the City. Where copies must be provided, electronic copies are permitted.

Section 15.4 Assignments.

Fire fighters, other than those receiving out-of-class pay, will not be assigned administrative duties.

Section 15.5 Bulletin Boards.

The Union shall be provided a Union bulletin board at all fire stations. Union bulletins and Union materials only will be permitted to be posted on this bulletin board.

Section 15.6 Ballot Boxes.

The Union shall be permitted, upon prior notification to the Fire Chief, to place a ballot box at the Central Fire Station up to four (4) times per calendar year for the purpose of collecting members' ballots on all Union issues subject to ballot. Such boxes shall be the property of the Union and neither the ballot boxes nor their contents shall be subject to the Fire Department's review.

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Section 15.7 Bargaining Unit Meetings.

The Union shall be permitted, upon prior written request to the Fire Chief, to hold meetings for Union members employed by the City of Delaware at the Central Fire Station. On-duty personnel are permitted to attend the meetings through various modes of communication provided they remain in their fire station. The notification required under this Section shall be delivered to the Chief at least forty-eight (48) hours prior to the time for the requested meeting and shall state the date, time and requested location of the meeting. The City agrees to allow the Union to use the requested location on the date and at the time specified in the Union request provided the location is not otherwise in use. However, under no circumstances will Union use of these facilities be permitted to interfere with the business of the City. In the event that permission is granted at the time of the request and the requested facility, due to unexpected events arising during the forty-eight (48) hour notice period, is needed for City business, then permission will be revoked. In the event that the permission must be revoked, the City will, if possible, give the Union at least twelve (12) hours notice of the revocation. If it is impossible to give the Union twelve hours notice, the City will give the Union as much notice as possible.

Section 15.8 Use of Intra-Department Mails.

The Union shall be permitted to utilize the intra-departmental mail boxes for the purpose of providing information pertaining to Union business or Bargaining Unit representation to Bargaining Unit members. The Union agrees that the use of mail boxes will be reasonable and limited to providing information that is necessary for the normal conduct of Union business or Bargaining Unit representation. The City reserves the right to deny such access in the event that the use of such boxes interferes with the business of the City or the Fire Department by restricting access to such boxes to City or Fire Department business. All mail placed into mail boxes by the Union shall be the property of the Bargaining Unit members to whom it is addressed, and such mail shall not be subject to the City's review.

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ARTICLE 16 - WAGES

Section 16.1 Pay Ranges and Rates.

For the dates specified below, the new pay rates are effective for the pay period starting on the date included in the table. Pay rates reflect a 4% increase in year one, a 4% increase in year two, and a 4% increase in year three.

The differential between ranks shall be as follows:

1. The Firefighter/Paramedic pay shall be 5% above Firefighter pay;
2. 1st step Lieutenant pay shall be 2.5% above top step Firefighter/Paramedic;
3. 2nd step Lieutenant pay shall be 6.7% above top step Firefighter/Paramedic;
4. Top step Lieutenant shall be 10.9% above top step Firefighter/Paramedic;
5. 1st step Captain pay shall be 2.5% above top step Lieutenant;
6. 2nd step Captain pay shall be 6.7 % above top step Lieutenant;
7. Top step Captain shall be 10.9% above top step Lieutenant;

FIREFIGHTER WAGE TABLE

Pay Plan for Pay Period Including 4/01/24					
PAY GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Hourly (40 Temp)	$ 34.73	$ 37.01	$ 39.60	$ 41.70	$ 43.50
Hourly (50)	$ 27.77	$ 29.59	$ 31.68	$ 33.37	$ 34.81
Annual	$ 72,208.97	$ 76,928.80	$ 82,363.80	$ 86,752.03	$ 90,493.28
Hourly (40 + 4%)	$ 36.11	$ 38.13	$ 41.19	$ 43.36	$ 45.25
Annual (40 + 4%)	$ 75,106.30	$ 79,302.91	$ 85,671.85	$ 90,195.11	$ 94,110.76
Pay Plan for Pay Period Including 4/01/25					
PAY GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Hourly (40 Temp)	$ 36.12	$ 38.49	$ 41.19	$ 43.37	$ 45.24
Hourly (50)	$ 28.88	$ 30.77	$ 32.95	$ 34.70	$ 36.20
Annual	$ 75,097.33	$ 80,005.95	$ 85,658.35	$ 90,222.11	$ 94,113.01
Hourly (40 + 4%)	$ 37.55	$ 39.65	$ 42.84	$ 45.10	$ 47.06
Annual (40 + 4%)	$ 78,110.56	$ 82,475.03	$ 89,098.72	$ 93,802.91	$ 97,875.20
Pay Plan for Pay Period Including 4/01/26					
PAY GRADE	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**
Hourly (40 Temp)	$ 37.56	$ 40.03	$ 42.83	$ 45.11	$ 47.05
Hourly (50)	$ 30.04	$ 32.00	$ 34.26	$ 36.09	$ 37.65
Annual	$ 78,101.22	$ 83,206.19	$ 89,084.68	$ 93,831.00	$ 97,877.54
Hourly (40 + 4%)	$ 39.06	$ 41.24	$ 44.55	$ 46.90	$ 48.94
Annual (40 + 4%)	$ 81,234.98	$ 85,774.03	$ 92,662.67	$ 97,555.03	$ 101,790.20

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FIREFIGHTER PARAMEDIC WAGE TABLE

Pay Plan for Pay Period Including 4/01/24					
PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Hourly (40 Temp)	$ 36.46	$ 38.85	$ 41.58	$ 43.78	$ 45.68
Hourly (50)	$ 29.16	$ 31.09	$ 33.26	$ 35.03	$ 36.55
Annual	$ 75,820.16	$ 80,822.56	$ 86,473.92	$ 91,070.72	$ 95,018.56
Hourly (40 + 4%)	$ 37.92	$ 40.41	$ 43.24	$ 45.53	$ 47.51
Annual (40 + 4%)	$ 78,870.27	$ 84,061.95	$ 89,945.86	$ 94,704.90	$ 98,814.98
Pay Plan for Pay Period Including 4/01/25					
PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Hourly (40 Temp)	$ 37.92	$ 40.41	$ 43.24	$ 45.54	$ 47.50
Hourly (50)	$ 30.33	$ 32.33	$ 34.59	$ 36.43	$ 38.01
Annual	$ 78,852.97	$ 84,055.46	$ 89,932.88	$ 94,713.55	$ 98,819.30
Hourly (40 + 4%)	$ 39.44	$ 42.03	$ 44.97	$ 47.35	$ 49.41
Annual (40 + 4%)	$ 82,025.08	$ 87,424.43	$ 93,543.69	$ 98,493.09	$ 102,767.58
Pay Plan for Pay Period Including 4/01/26					
PAY GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Hourly (40 Temp)	$ 39.44	$ 42.02	$ 44.97	$ 47.36	$ 49.40
Hourly (50)	$ 31.54	$ 33.62	$ 35.97	$ 37.89	$ 39.53
Annual	$ 82,007.09	$ 87,417.68	$ 93,530.19	$ 98,502.09	$ 102,772.07
Hourly (40 + 4%)	$ 41.01	$ 43.71	$ 46.77	$ 49.25	$ 51.38
Annual (40 + 4%)	$ 85,306.09	$ 90,921.41	$ 97,285.44	$ 102,432.82	$ 106,878.28

LIEUTENANT WAGE TABLE

Pay Plan for Pay Period Including 4/01/24			
PAY GRADE	STEP 1	STEP 2	STEP 3
Hourly (40 Temp)	$ 46.82	$ 48.74	$ 50.66
Hourly (50)	$ 37.46	$ 38.99	$ 40.53
Annual	$ 97,398.08	$ 101,372.96	$ 105,374.88
Hourly (40 + 4%)	$ 48.69	$ 50.69	$ 52.69
Annual (40 + 4%)	$ 101,281.02	$ 105,434.37	$ 109,587.71
Pay Plan for Pay Period Including 4/01/25			
PAY GRADE	STEP 1	STEP 2	STEP 3
Hourly (40 Temp)	$ 48.69	$ 50.69	$ 52.68
Hourly (50)	$ 38.96	$ 40.55	$ 42.15
Annual	$ 101,294.00	$ 105,427.88	$ 109,589.88
Hourly (40 + 4%)	$ 50.64	$ 52.72	$ 54.79
Annual (40 + 4%)	$ 105,332.26	$ 109,651.74	$ 113,971.22
Pay Plan for Pay Period Including 4/01/26			
PAY GRADE	STEP 1	STEP 2	STEP 3
Hourly (40 Temp)	$ 50.64	$ 52.72	$ 54.79
Hourly (50)	$ 40.52	$ 42.17	$ 43.84
Annual	$ 105,345.76	$ 109,644.99	$ 113,973.47
Hourly (40 + 4%)	$ 52.67	$ 54.83	$ 56.99
Annual (40 + 4%)	$ 109,545.56	$ 114,037.81	$ 118,530.07

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CAPTAIN WAGE TABLES

Pay Plan for Pay Period Including 4/01/24			
PAY GRADE	STEP 1	STEP 2	STEP 3
Hourly (40 Temp)	$ 51.93	$ 54.06	$ 56.18
Hourly (50)	$ 41.54	$ 43.24	$ 44.95
Annual	$ 107,997.76	$ 112,432.32	$ 116,866.88
Hourly (40 + 4%)	$ 54.01	$ 56.21	$ 58.43
Annual (40 + 4%)	$ 112,334.98	$ 116,920.96	$ 121,528.58
Pay Plan for Pay Period Including 4/01/25			
PAY GRADE	STEP 1	STEP 2	STEP 3
Hourly (40 Temp)	$ 54.00	$ 56.22	$ 58.43
Hourly (50)	$ 43.20	$ 44.97	$ 46.75
Annual	$ 112,317.67	$ 116,929.61	$ 121,541.56
Hourly (40 + 4%)	$ 56.17	$ 58.46	$ 60.76
Annual (40 + 4%)	$ 116,828.38	$ 121,597.80	$ 126,389.72
Pay Plan for Pay Period Including 4/01/26			
PAY GRADE	STEP 1	STEP 2	STEP 3
Hourly (40 Temp)	$ 56.16	$ 58.47	$ 60.77
Hourly (50)	$ 44.93	$ 46.77	$ 48.62
Annual	$ 116,810.38	$ 121,606.80	$ 126,403.22
Hourly (40 + 4%)	$ 58.41	$ 60.80	$ 63.19
Annual (40 + 4%)	$ 121,501.51	$ 126,461.71	$ 131,445.31

Section 15.2 Application of Hourly Rates.

The hourly rates set forth under this section are based on a forty (40) hour, forty-two (42) hour, or fifty (50) hour workweek and shall be used to calculate salaries for hours actually worked or in paid status for the appropriate pay range and pay step.

Section 15.3 Forty-Hour Employees.

1. **Forty-hour employees** will receive an additional four percent (4%) of their base salary as established above. This additional amount is included in the wage rates above. Employees temporarily assigned to a 40-hour work week are not eligible for the 4% differential.
2. **Forty-Two hour employees** will receive an additional shift differential of sixty-five ($0.65) cents per hour as established in the wage rates above.
3. A temporary assignment will be 14 calendar days or less, except the following circumstances: light duty, orientation of new employees, and initial training to secure paramedic certification.

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ARTICLE 17 - PAY PLAN ADMINISTRATION

Section 17.1 Fire Fighters.

The Fire Fighter pay plan shall consist of five (5) individual steps within a single pay grade through which Fire Fighters shall move laterally (from Step One to Step Five).

1. Step One (1) shall be the entrance level and minimum salary for Fire Fighters.
2. Fire Fighters shall advance to Step Two (2) six (6) months after their date of hire provided successful completion of the academy, or nine (9) months after their date of hire, whichever comes first.
3. Fire Fighters shall advance to Step Three (3) following six (6) months of continuous service at the Step Two (2) level.
4. Fire Fighters shall advance to Step Four (4) following completion of one (1) year of continuous service at the Step Three (3) level.
5. Fire Fighters shall advance to Step Five (5) following completion of one (1) year of continuous service at the Step Four (4) level.
6. The date upon which Fire Fighters officially enter the Step One (1) pay category shall constitute the Fire Fighters hire date and shall serve as the basis upon which any accrual of salary and/or benefits provided under this Agreement are calculated.
7. Time off without pay shall delay any salary step increase by an equivalent amount of workdays involved. The effective date of such return to regular paid status shall serve as the new basis for any accrual of salary and/or benefits.
8. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
9. Salary step advancements prescribed in this article shall occur automatically with regard to Fire Fighters.

Section 17.2 Lieutenants.

The Fire Lieutenant pay plan shall consist of three (3) individual steps within a single pay grade through which the Fire Lieutenant shall move laterally (from Step One to Step Three) as depicted below.

1. Step One (1) shall be the entrance level and minimum salary for Lieutenants.
2. Lieutenants shall advance to Step Two (2) on their one (1) year anniversary of continuous service at the Step One (1) level.
3. Lieutenants shall advance to Step Three (3) on their one (1) year anniversary of continuous service at the Step Two (2) level.
4. Time off without pay shall delay any salary step increases by an equivalent amount of workdays involved. The effective date of such return to regular

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paid status shall serve as the new basis for any accrual of salary and/or benefits.

5. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
6. Salary step advancements prescribed in this article shall occur automatically with regard to Lieutenants.

Section 17.3 Captains.

The Fire Captain pay plan shall consist of three (3) individual steps within a single pay grade through which the Fire Captain shall move laterally (from Step One to Step Three) as depicted below.

1. Step One (1) shall be the entrance level and minimum salary for Captains.
2. Captains shall advance to Step Two (2) on their one (1) year anniversary of continuous service at the Step One (1) level.
3. Captains shall advance to Step Three (3) on their one (1) year anniversary of continuous service at the Step Two (2) level.
4. Time off without pay shall delay any salary step increases by an equivalent amount of workdays involved. The effective date of such return to regular paid status shall serve as the new basis for any accrual of salary and/or benefits.
5. All salary rates provided by this Agreement are determined on the basis of regular full-time employment by the City. All such salary benefits shall be paid bi-weekly.
6. Salary step advancements prescribed in this article shall occur automatically with regard to Captains.

Section 17.4 Specifications of the Pay Plan.

Notwithstanding the foregoing provisions (above), the rate of pay for members affected by personnel actions listed below shall be as follows:

1. Disciplinary Demotion - Whenever a member is demoted for disciplinary reasons, he shall be paid at the top step in the lower pay grade.
2. Voluntary - Whenever a member with regular full-time status requests and is granted, a voluntary demotion, is terminated due to either lack of work and/or funds in one classification and is entitled to an automatic demotion to a lower classification where he previously held regular full-time status, his rate of pay shall be at the top step of the lower pay grade.
3. Reappointment - Whenever a member is reappointed to a position where he previously held regular full-time status, his rate of pay shall be that at which he was being paid at the time of his separation from that class with the approval of the Fire Chief.
4. Re-employment - Whenever a member is re-employed by the City, his rate of pay shall be that which he was being paid at the time of his separation from City employment, with the approval of the Fire Chief.

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5. Return from Military Leave - Whenever a member returns from military leave, he shall be restored in his former position at the step which corresponds to the step he received at the time of his departure and, in addition, shall be granted any increase in salary to which he would have been entitled had he not entered the military service.

Section 17.5 Acting Pay.

1. Until the City hires Lieutenants, the following shall apply:
    a. A fire fighter serving as an acting Officer shall be paid for all hours so served at the first step Captain's rate of pay.
2. Once the City hires Lieutenants, the following shall apply:
    a. A fire fighter serving as an acting Officer shall be paid for all hours so served at the first step Lieutenant's rate of pay. A lieutenant serving as an acting Captain shall be paid for all hours so served at the first step Captain's rate of pay.

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ARTICLE 18 - HOURS OF WORK AND OVERTIME

Section 18.1 Definition.

1. **For Forty Hour employees** the workweek shall consist of forty (40) hours based on five (5) eight-hour workdays and two (2) days off, or four (4) ten-hour workdays and three (3) days off. Absent emergency conditions requiring otherwise, days off shall always be consecutive days, though not necessarily in the same workweek. The salary and wage ranges prescribed in the pay plan for the respective positions are based upon a workweek of forty (40) hours and a work year of 2,080 hours.
2. **For Fifty hour employees** the workweek shall consist of fifty- (50) hours and a three-platoon system. This is to be worked as a twenty-four (24) hour shift. Each member shall receive one day off (Kelly Day) during each 27-day period.
3. **For Forty-Two hour employees** the workweek shall consist of forty-two (42) hours based on a two week cycle of three (3) twelve-hour workdays and two (2) days off, followed by two (2) twelve-hour workdays and three (3) days off, followed by two (2) twelve-hour workdays and two (2) days off.

Section 18.2 Overtime.

1. **Forty (40) hour employees** shall be compensated at the straight-time rates for all hours in paid status, except that all hours worked in paid status in excess of eight (8) in any day, (or ten (10) if a ten-hour schedule is in place) or forty (40) in any workweek, shall be compensated in accordance with Section 4 of this Article. Payment in cash shall be made for any overtime due at the time of separation from the City service.
2. **For fifty (50) hour employees**, the work period for purposes of calculating overtime shall be twenty-seven (27) days. Such employees shall be compensated In accordance with Section 4 of this Article, for all authorized hours worked in excess of 204 hours in any one work period or in excess of twenty-four (24) hour in any shift.
3. **For forty-two (42) hour employees**, the work period for purposes of calculating overtime shall be fourteen (14) days. Such employees shall be compensated in accordance with Section 4 of this Article, for all authorized hours worked in excess of 106 hours in any one work period or in excess of twelve (12) hours in any shift.

Section 18.3 Overtime Policy.

It shall be the policy of the Administration to avoid overtime work except when absolutely necessary. The Administration shall not compensate for overtime work in any form or manner except on the advance authorization of the appropriate supervisor, except that in an emergency such authorization may be granted subsequently.

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Section 18.4 Call in Pay/Court Pay/Medic In-Service.

Any member who works outside of their regularly scheduled shift, not including hold over overtime or pre-scheduled overtime, shall be paid double time for the first hour so worked and time and one-half, on a minute by minute basis, for all time greater than one (1) hour. Hold over overtime and pre-scheduled overtime shall be paid at time and one-half, on a minute by minute basis. Overtime pay shall be based on the member's regular hourly rate of pay, be it a forty (40) hour, forty-two (42) hour, or a fifty (50) hour rate. Court pay shall only apply when the legal proceedings pertain expressly to City business as authorized by the City.

Section 18.5 Compensatory Time Off or Cash Payments.

All overtime earned shall be compensated for by accrual of compensatory time, or cash payment within the same pay period at the member's discretion. Such compensatory time off shall be equivalent to the hours earned in section 4 of this article to which the member is entitled.

Section 18.6 Separation Payment for Compensatory Time.

A member who is to be separated from the service through discharge, resignation, retirement or layoff, and who has unused compensatory time to his credit, shall be paid the cash value for such accrued compensatory time, per Article 39, Earned Time.

Section 18.7 Compensatory Time Payment at Death.

When a member dies while in paid status, the cash value of any unused compensatory time, in addition to vacation leave pay to his credit, shall be paid to the surviving spouse or to the estate of the deceased member, Article 39, Earned Time.

Section 18.8 Captains.

It is understood by the parties that this Article applies to all bargaining unit members, including Captains.

Section 18.9 Kelly Day.

The Kelly Day for each member covered by Article 18, Section 1(b) shall be scheduled by December 15 of each year to coincide with prescheduled vacation scheduling in Article 25. The member off on a Kelly Day shall be considered as the first member off for purposes of Article 39, Section 5. A member's receipt of a Kelly Day shall not affect the bi-weekly salary to which the member is otherwise entitled.

Section 18.10 Leap Year.

The 29th day of February in Leap Year will be used as a means to allow the units to rotate holidays worked. This will be accomplished by having each of the three units work eight (8) hours on February 29. Members of the bargaining unit who are assigned to the three crew system during the last

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week of February of each leap year shall be affected by the terms of this section. Kelly time consisting of eight (8) hours shall be granted to each such member of the bargaining unit during the last week of February in each leap year. Such Kelly time of eight (8) hours shall be credited to the member's vacation time balance. The eight (8) hours shall only be credited to a member's vacation balance if they actually work that day. If a member is off, they will be charged the normal accrual rate

Section 18.11 Assignment to the Forty-Two Hour Workweek (12 Hour Shifts).

The City will not involuntarily assign any employee(s) hired before January 1, 2012 to the forty-two (42) hour schedule described in Section 1 of this Article. This Section 11 is only meant to address the City's right to make schedule assignments, and does not prevent the City from assigning non-forty-two hour employees to work with forty-two (42) hour employees.

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ARTICLE 19 - PARAMEDICS

Section 19.1 Filling Vacancies.

Vacancies within the Paramedics will be filled by an interview process, utilizing an interview board consisting of the fire chief, two paramedics and the department's medical officer. Consideration shall be given to members with greater seniority.

Section 19.2 Eligibility.

To be eligible for the paramedic pay classification all new certifications must be approved by the Chief, in advance.

Section 19.3 Dropping Certification.

1. Members hired prior to June 28, 2004: Members who are certified paramedics may, after serving as a paramedic for ten years, voluntarily drop their certification as a paramedic, but not before. The member voluntarily dropping his certification must give at least one year's written notice of his intent to the City.
2. Members hired after June 28, 2004: Members who are or become certified paramedics may not drop their paramedic certification unless with a recommendation from a City doctor and/or written authorization from the Fire Chief and City Manager. Dropping a certification must be for demonstrated extenuating circumstances.

Section 19.4 Voluntary Termination of Employment.

Members who voluntarily terminate their employment with the City within 2 years of becoming certified as a Paramedic through funds by the City or grants received by the City shall be responsible for the reimbursement procedures under the Tuition Reimbursement article. This section shall not apply if the termination of employment is due to a line of duty injury or death.

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ARTICLE 20 - LONGEVITY COMPENSATION

Section 20.1 Compensation.

Members shall receive, in addition to other pay called for herein, Longevity Compensation based on completed years of service according to the following table:

1. After five (5) years of continuous service	$600/year
2. After ten (10) years of continuous service	$800/year
3. After fifteen (15) years of continuous service	$1,000/year
4. After twenty (20) years of continuous service	$1,200/year
5. After twenty-five (25) years of continuous service	$1,400/year

Section 20.2 Payment.

The Longevity Compensation shall be paid, in accordance with the above schedule, in two (2) separate lump sum payments during the first pay periods of June and December of each year. Payment shall be based upon continuous years of service in the Delaware City Fire Department as of the first day of the first pay period in June.

Section 20.3 Termination of Employment.

Upon termination of service for any reason, members who are eligible for Longevity Compensation under this Section (or in the event of death, surviving spouse or estate) will be paid as part of their terminal pay, the final partial year of Longevity Compensation, prorated to the number of months completed during said partial year since the member's last payment date.

Section 20.4 Treatment of Military Leave.

For the purpose of this Section, continuous years of service shall include approved military leave.

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ARTICLE 21 - TUITION REIMBURSEMENT

Section 21.1 Tuition Reimbursement

All full-time employees with one or more years of continuous active service shall be eligible for consideration of instructional fee reimbursement of undergraduate or graduate courses towards a degree or certification, pre-approved by the City and voluntarily undertaken by the employee. The tuition reimbursement program shall be subject to the following conditions:

1. All courses shall be taken during other than normal working hours. All scheduled hours for courses of instruction must be filed with the Fire Chief or his designee. All courses are subject to the approval of the Fire Chief. There must be a correlation between both the member's current duties and responsibilities, and/or any positions within the Fire Department that could become available, and the courses taken or the degree program desired. Any situation, that, in the discretion of the Fire Chief, would require a member's presence on the job, shall take complete and final precedence over any time scheduled for courses.
2. Any financial assistance received by a member from any governmental or private agency, regardless of when such assistance may have been received, shall be deducted in the entire amount from the tuition reimbursement the member is eligible for under this section. If a member's tuition is fully covered by another governmental or private agency, then the member is not entitled to any payment from the City. A member shall make a reasonable effort to secure any other financial assistance.
3. Employees will be eligible for tuition reimbursement for properly approved and completed coursework up to the greater of $3,500 or the established amount for all other city employees, for the calendar year (January 1 to December 31). Courses may be taken at any accredited college, university, community college, or other institution of higher learning. The employee will be responsible for any tuition in excess of the above-mentioned amounts. An application for tuition reimbursement must be completed by the member prior to enrolling in the class work for which reimbursement is requested.
4. Reimbursement for tuition will be made when the member satisfactorily, completes (attains at least a grade of "C" or its equivalent for undergraduate work and a grade of at least "B" or its equivalent for graduate work or "pass" for pass/fail classes) a course and presents an official certificate or its equivalent and a receipt of payment or a copy of the unpaid bill from the institution confirming completion of the approved course.
5. Reimbursement will not be granted for books, paper, supplies of whatever nature, transportation, meals, or any other expense connected with any course, except the cost of tuition and fees as outlined in Paragraph D.
6. Any employee participating in the tuition reimbursement program who resigns (except resignation due to disability), retires (except retirement

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due to disability) or is discharged for just cause must repay the tuition reimbursement paid by the City for courses taken less than two years prior to the date of termination or discharge. If necessary, this amount will be deducted from the employee's terminal leave pay or final paycheck.

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ARTICLE 22 - CLOTHING AND EQUIPMENT ALLOWANCE

Section 22.1 Initial Issue.

Upon appointment, each recruit shall receive an initial uniform and equipment. All such purchases will be made by the Delaware Fire Department. Newly hired probationary employees are required to return all issued equipment and supplies if a separation occurs during their probationary period. Equipment that is not recovered by the Fire Department will be deducted from any remaining paychecks.

Section 22.2 Clothing.

1. All Bargaining unit members shall receive shirts, pants, shoes, ties, jackets, and other articles of clothing as needed at the discretion of the Fire Chief. All such uniform purchases shall be made by the Delaware Fire Department. Clothing shall be submitted for purchase in a timely manner.
2. None of the items listed in this article, may be worn while off duty. Uniforms must be worn during and only during assigned work hours.

Section 22.3 Turnout Gear.

1. The Delaware Fire Department will purchase and provide turnout gear to all uniformed ranks. The City will endeavor to see that the type and quality of those items to be purchased should be satisfactory to the Union Safety Committee (to be N.F.P.A. and/or O.S.H.A. approved), but the ultimate discretion and responsibility rests with the Fire Chief.
2. The City will provide safety apparel as needed at the discretion of the City.
3. Upon termination, all safety equipment and turn out gear provided to the employee pursuant to this section must be returned to the City.

Section 22.4 Damaged Property or Equipment.

1. The City will replace or repair any lost or damaged department property or equipment, including the member's uniforms, provided the loss or damage is not the result of the member's intentional abuse or negligence.
2. When any item reaches the end of its useful life, or is damaged, it will be replaced when turned in to the fire chief or his designee, who shall have the sole discretion in determining if replacement is necessary.

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ARTICLE 23 - INSURANCE

SECTION 23.1. Medical / hospital insurance coverages: The city shall make health care benefits coverages available to members under the city's health care plan. All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the city's health care plan.

Proposed changes to the city's health care plan occurring during the term of this agreement will be presented to the health insurance committee for review and discussion prior to implementation.

The city will utilize its best efforts to ensure that medical/hospital insurance coverage is provided on a uniform basis to all city members. In any event, the coverages and benefit conditions provided to members under this agreement shall be no less favorable than those afforded to non-represented administrative members.

Section 23.2. Cost sharing: Members shall pay; by wage withholding, fifteen percent (15%) for family and single premium coverage. Contributions will be deducted from the member's gross income prior to taxes, subject to compliance with all applicable tax regulations. If the percentage premium contributions for the city's police patrol officers and police supervisors bargaining units are increased, then the first month following the effective date of that increase, the percentage premium contributions for members under this agreement unit will be commensurately increased. Annually, the monthly cobra rate to be utilized by the city will be established. Subsequent annual changes to the calculated cobra rate will be applied to the monthly employee contributions. The members' contribution shall be paid through a section 125 plan by which the contributions are treated as pre-tax income.

Section 23.3. Opt-out/opt-down waiver of coverage. Members who opt-out of the city's health care plan will be compensated as follows. All payments made under this provision will be included as other pay on the employee's paycheck. This income will be subject to OP&F regulations and all applicable taxes.

- Opt-out (no medical/prescription coverage) = $100 per month
    - *Families who have both spouses employed full-time by the city will not be eligible to opt-out of the plan. One spouse will carry the full cost of the plan.*
- Opt-down (from family to single medical/prescription coverage) = $50 per month
    - *An employee who "opts-down" must remain eligible for family coverage*

Section 23.4. Prescription coverage. The city will provide prescription coverage for eligible members under the city's health care plan. Members may not elect to have prescription-only coverage; enrollment in the city's health care plan is required.

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Section 23.5. Dental coverage. The city will provide dental coverage for eligible members under the city's health care plan.

Section 23.6. Vision coverage. The city will provide vision coverage for eligible members under the city's health care plan. The city will contribute $6.00 per month on behalf of the member. The member will be responsible for the balance of the monthly cost of the coverage selected.

Section 23.7. Flexible spending. If the city makes available the option to enroll in flexible spending to non-represented administrative employees, it will be made available to bargaining unit members. Contributions will be subject to IRS code 125 regulations and annual maximum contribution amounts.

Section 23.8. Alternate coverage. Notwithstanding the provisions in section 23.1 above, which provides for health care coverage, the union agrees that the city may offer alternative health care coverage programs during the term of the agreement. The city shall determine the terms and conditions of such alternative programs. The cost and/or terms and conditions of said programs shall be at the discretion of the city and may be subject to change. Members may enroll or withdraw from said program during open enrollment or due to qualifying change and shall be entitled to the benefits described in section 23.1.

Section 23.9 life insurance. The city will maintain life insurance for full-time members at a face value of $100,000.

Section 23.10 liability insurance coverage. The city shall provide, if available, the following insurance coverages: ambulance driver's malpractice and firefighter's errors and omissions. A certificate of coverage shall be provided to the bargaining unit. If at any time during this contract the cost of this coverage exceeds $10,000 per year, the parties agree to re-open negotiations, upon either parties' request, for the purpose of discussing these coverages.

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ARTICLE 24 - HOLIDAYS

Section 24.1 Holidays.

The following are designated as paid holidays for members:

New Year's Day
Martin Luther King Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Little Brown Jug Day (one-half day)
Thanksgiving Day
Day after Thanksgiving Day
Day before Christmas (one-half day)
Christmas Day

Section 24.2 Holiday Time Off.

For each holiday observed on a member's workday, said member shall work that holiday unless the member requests and is granted the day off by the Duty Officer, or in his absence, the Fire Chief through the use of vacation or holiday leave.

Section 24.3 Holiday Payment.

1. For each of the holidays specified in Section l of this Article on which a member works, he shall be entitled to holiday compensation equal to double the member's regular rate of pay, except that members shall be entitled to holiday compensation at two and one-half times the members' regular rate of pay if they work on any of the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. Members who do not work on a designated holiday, either because they are not scheduled to work that day or because they request and are granted vacation or holiday leave, will receive holiday compensation of eight (8) hours pay for forty (40) hour employees, eight and four tenths (8.4) hours for forty-two (42) hour employees, and ten (10) hours pay for fifty (50) hour employees, at the member's regular hourly rate.
3. A member on unpaid leave of absence during a holiday will not be entitled to receive holiday pay.
4. Holiday compensation will be a combination of cash payment and compensatory time off in accordance with the City's current practice on holiday compensation.

Section 24.4 Celebration Day for Holidays.

For the purposes of holidays, holiday time shall apply to the tour of duty beginning on the day which is celebrated as a holiday, except that for shift

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personnel who work the night before a holiday, the tour of duty beginning the night before a holiday shall be considered the holiday tour of duty.

Section 24.5 Personal Days.

Members shall be given four (4) personal days a year. Forty-hour employees will receive eight (8) hours for each personal day, forty-two-hour employees will receive eight and four-tenths (8.4) hours for each personal day, and fifty (50) hour employees will receive ten (10) hours for each personal day, at the member's regular hourly rate.

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ARTICLE 25 - VACATION

Section 25.1 Accrual.

1. **Vacation Year** - The vacation year for members, for purposes of accrual of vacation time, shall end at the close of business on the last day of the last full pay period in the month of December.
2. **Conditions for Accrual of Vacation Leave for Forty (40) Hour Employees.** Each employee working an average forty (40) hour workweek shall accrue vacation leave by pay period based upon years of service as established below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of service is completed.
3. **Accrual Schedule for Forty (40) Hour Employees -** The following vacation accrual schedule shall be established for forty (40) hour uniformed employees of the Delaware Fire Department:

Length of Service	Vacation Hours Per Pay Period
Less than 5 years	3.1 hours
5 years but less than 10 years	4.6 hours
10 years but less than 15 years	6.2 hours
15 or more years	7.7 hours

4. **Maximum Accrual of Vacation for Forty (40) Hour Employees** - Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation accrual year, as established in Paragraph A of this Section, for those employees governed by this Section. The maximum number of vacation hours that may be accrued based on years of service are as follows:

Length of Service	Maximum Accrual of Vacation Hours
Less than 5 years	320 hours
5 years but less than 10 years	480 hours
10 years but less than 15 years	640 hours
15 or more years	800 hours

5. **Conditions for Accrual of Vacation Leave for Forty (42) Hour Employees** - Each employee working an average forty (42) hour workweek shall accrue vacation leave by pay period based upon years of service as established below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of service is completed.
6. **Accrual Schedule for Forty (42) Hour Employees** - The following vacation accrual schedule shall be established for forty (42) hour uniformed employees of the Delaware Fire Department:3

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Length of Service	Vacation Hours Per Pay Period
Less than 5 years	3.23 hours
5 years but less than 10 years	4.85 hours
10 years but less than 15 years	6.46 hours
15 or more years	8.08 hours

7. **Maximum Accrual of Vacation for Forty (42) Hour Employees** - Any vacation balance in excess of the maximum number of hours established in this paragraph shall become void as of the last day of the vacation accrual year, as established below, for those employees governed by this Section. The maximum number of vacation hours that may be accrued based on years of service are as follows:

Length of Service	Maximum Accrual of Vacation Hours
Less than 5 years	336 hours
5 years but less than 10 years	504 hours
10 years but less than 15 years	672 hours
15 or more years	840 hours

8. **Conditions for Accrual of Vacation Leave for Fifty (50) Hour Employees** - Each employee working under the three platoon system shall accrue vacation leave by pay period based on years of service as established below. To determine the appropriate accrual rate, the higher rate of accrual will begin on the first day of the pay period in which a year of service is completed.
9. **Accrual Schedule for Fifty (50) Hour Employees** - The following vacation accrual schedule shall be established for employees working a fifty (50) hour week:

Length of Service	Vacation Hours Per Pay Period
Less than 5 years	4.1 hours
5 years but less than 10 years	5.8 hours
10 years but less than 15 years	8.3 hours
15 or more years	9.9 hours

10. **Maximum Accrual of Vacation for Fifty (50) Hour Employees** - Any vacation balance for fifty (50) hour employees in excess of the maximum number of hours established in this Paragraph shall become void as of the last day of the vacation accrual year, as established below, for all employees governed by this Section. The maximum number of vacation hours that may be accrued, based on years of service, as of the vacation accrual year are as follows:
11.

Length of Service	Maximum Accrual of Vacation Hours
Less than 5 years	428.5 hours
5 years but less than 10 years	603.5 hours

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10 years but less than 15 years	857.0 hours
15 or more years	1032.0 hours

12. No vacation credit shall be earned by any employee working on an average forty (40) hour workweek for any pay period in which such employee is off duty and is not in paid status for more than eight (8) hours of regularly scheduled work; and no vacation credit shall be earned by an employee working an average forty-two (42) hour workweek for any pay period in which such employee is off duty and not in paid status for more than twelve (12) hours of regularly scheduled work, and no vacation credit shall be earned by an employee working an average fifty (50) hour workweek for any pay period in which such employee is off duty and not in paid status for more than twenty-four (24) hours of regularly scheduled work, except that when an employee is required to report for work and does so report, and is denied work because of circumstances beyond his control, absence from work for the balance of the day shall not be construed as unpaid work status.
13. An employee who is about to be separated from City service through discharge, resignation, retirement, or layoff, who has unused vacation leave to his credit, shall be paid in a lump sum for such unused leave in lieu of granting such employee a vacation leave after his last day of active service with the City. Such payment shall be paid at the employee's hourly rate at the time of separation. Such payment shall not exceed four (4) years accumulation of vacation leave based on the years of service, unless unusual circumstances exist.
14. When an employee dies while in paid status in the City service, any unused leave to his credit shall be paid in a lump sum to the surviving spouse, or to the estate of the deceased.
15. An employee who is lateral hired into the fire department shall receive an accrual rate based on the years of full-time service in the Ohio Police and Fire and/or OPERS pension systems, consistent with wage step placement in article 6.1.

Section 25.2 – Leave Increments

Vacation leave for fifty (50) hour employees may be taken in twelve (12) hours increments at the request of the employee with the approval of the duty officer. Vacation leave for forty-two (42) hour employees may be taken in six (6) hour increments at the request of the employee with the approval of the duty officer. Vacation leave for forty (40) hour employees may be taken in four (4) hour increments at the request of the employee with the approval of the duty officer. Disapproval of requested time off will be accompanied by a written explanation to both the member and the Fire Chief, stating the reason for denial.

Section 25.3 Pre-Scheduling

For the purpose of scheduling, the vacation year will begin on January 1 and end on December 31. Requests for vacation must be received by the duty

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Captain on or before December 15. Requests will be filled on a basis of seniority within the shift. Each member may choose from one (l) to ten (10) working days in sequence. After each member of the shift has taken his first choice, the process shall be repeated a second time.

Section 25.4 – Non-Pre-Scheduling

After the pre-scheduled vacation schedule has been completed (Sections 2 and 3 above), vacation requests may be granted for any remaining available days. Pre-scheduled vacation requests shall be granted in accordance with Article 39, Section 5. Non-pre-scheduled vacation requests shall be granted in accordance with Article 39, Sections 2, 3, and 5.

Section 25.5 - Order/Cancellation of Leave

Any member ordered to work while on approved vacation leave shall be paid at one and one-half times the forty-hour rate for all hours worked unless the Chief of Fire declares an emergency exists in the City, and all leaves are canceled. If a member volunteers to come in and cover a shift when scheduled off on approved vacation leave, they will be paid their regular rate and credited their vacation leave.

Section 25.6 – Selling of Time

A member may elect to trade up to three (3) weeks of vacation leave for equivalent pay during any calendar year. The member must inform the Fire Chief prior to Sept. 1 of the year preceding the calendar year in which he intends to make the trade and the vacation leave will be paid between January 1 and December 31 of the following year at the employee's request. The employee must maintain at least forty (40) hours (for forty-hour employees), forty-two (42) hours (for forty-two hour employees) or fifty (50) hours (for fifty hour employees) of vacation credit in the employees account after said trade takes place. For the purposes of selling time, vacation sold sick incentive (VSSI) is considered separate and in addition to the amount of vacation leave a member may convert.

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ARTICLE 26 - SICK LEAVE

Section 26.1 Accrual.

1. Each City employee shall be entitled to sick leave with pay of four and six-tenths (4.6) hours for each completed bi-weekly pay period for all forty hour employees, (4.85) hours for each completed bi-weekly pay period for all forty-two hour employees, and six (6.0) hours for each completed bi-weekly pay period for fifty hour employees. An employee may use sick leave, upon approval of his department or division head, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and due to Illness or injury of the employee's spouse, children, or step-children, parent, step-parent, or any other living legal guardian dependent.
2. Unused sick leave shall be cumulative without limit. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.
3. Each employee will be required to sign a verification statement that his absence was the result of one of the causes specified above. For any sick leave absence of three (3) or more consecutive work days due to an employee's illness, an employee will be required to provide a physician's certificate. Such certificate shall include the nature of the illness or injury, the inability to perform his duties, the prognosis, and the estimated date when the employee can be expected to return to work. Failure of the employee to provide such statement and sick leave use form when requested may result in the denial of sick leave pay.
4. The City retains the right to insist that an employee, before returning to work from a personal sickness leave, be examined by a physician designated by the City at the City's expense to verify the employee can safely return to work. Alternatively, the employee required to see a physician may see a physician of his own choosing, at the City's expense, if the physician is certified and licensed.
5. Falsification of a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 26.2 Transfer.

Any person who has been previously employed by any public agency within the state and accumulated unused sick leave under the provisions of O.R.C. Chapter 124 shall, if his employment by the City in any of its various departments takes place within six (6) months of the termination of his service in any of the other public service agencies within the state, have his accumulated unused sick leave time credited to his sick leave account with the City. Any sick leave time transferred shall have been accumulated at the rate of one and one-fourth (1 1/4) days per month of employment with the public agency and a total of not more than ninety (90) days may be transferred.

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Section 26.3 Conversion

1. **Conversion For 40 Hour Members** - Any City employee who is working an average forty (40) hour workweek who has accumulated at least eight hundred (800) hours of sick leave credit may convert any excess thereof up to a maximum of one hundred and twenty (120) hours of sick leave to vacation leave on the basis of two (2) hours sick leave for one (1) hour of vacation leave.
2. **Conversion For 42 Hour Members** - Any City employee who is working an average forty-two (42) hour workweek who has accumulated at least eight hundred forty (840) hours of sick leave credit may convert any excess thereof up to a maximum of one hundred and twenty (126) hours of sick leave to vacation leave on the basis of two (2) hours sick leave for one (1) hour of vacation leave.
3. **Conversion for 50 Hour Members** - Any City employee who is working an average fifty (50) hour workweek who has accumulated at least one thousand (1,000) hours of sick leave credit may convert any excess thereof up to a maximum of one hundred and fifty (150) hours of sick leave to vacation on the basis of two (2) sick leave hours for one (1) hour of vacation time.

Section 26.4 Usage.

Sick leave may be taken in one (1) hour increments.

Section 26.5 Wellness Payment

1. If a member working an average forty (40) hour work week used 0 hours of sick leave in any one calendar year, that member shall be credited with an additional twenty-four (24) hours of vacation leave the following year. If a member uses between one (1) and eight (8) hours of sick leave in any one calendar year that member shall be credited with an additional sixteen (16) hour of vacation leave the following year. If a member uses between nine (9) and sixteen (16) hours of sick leave in any one calendar year that member shall be credited with eight (8) hours of vacation leave the following year.
2. If a member working an average forty (42) hour work week used 0 hours of sick leave in any one calendar year, that member shall be credited with an additional twenty-four (25.2) hours of vacation leave the following year. If a member uses between one (1) and eight (8.4) hours of sick leave in any one calendar year that member shall be credited with an additional sixteen (16.8) hours of vacation leave the following year. If a member uses between nine (9) and sixteen (16.8) hours of sick leave in any one calendar year that member shall be credited with eight (8.4) hours of vacation leave the following year.
3. If a member working an average fifty (50) hour work week used no hours of sick leave in any one calendar year, that member shall be credited with an additional forty-eight (48) hours of vacation leave the following year. If a member uses between one (1) and twenty-four (24) hours of sick leave

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in any one calendar year that member shall be credited with an additional thirty-two (32) hours of vacation leave the following year. If a member uses between twenty-five (25) and forty-eight (48) hours of sick leave in any one calendar year that member shall be credited with an additional sixteen (16) hours of vacation leave the following year.

4. At the employee's option any additional vacation days earned can be taken in the form of vacation leave or compensation in cash.
5. For the purposes of conversion, vacation sold sick incentive (VSSI) is considered separate and in addition to the amount of vacation leave a member may convert.

Section 26.6 Payment Upon Separation.

1. Any member separated from City service for other than just cause who is working an average forty (40) hour work week at the time of separation shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 650 hours. In excess of 650 hours, a member, separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.
2. Any member separated from City service for other than just cause who is working an average forty (42) hour work week at the time of separation shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 682.5 hours. In excess of 682.5 hours, a member, separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.
3. Any member separated from City service for other than just cause who is working an average fifty (50) hour work week at the time of separation shall be paid all accumulated and unused sick leave on the basis of one (1) hour of pay for every three (3) hours of unused sick leave up to 812.5 hours. In excess of 812.5 hours, a member, separated from City service for other than just cause shall be paid for all accumulated and unused sick leave on the basis of one (1) hour of pay for every two (2) hours of unused sick leave. Total sick leave payout cannot exceed sixteen (16) weeks pay.
4. Upon separation, for other than just cause, of any member who has completed a minimum of fifteen (15) years of service with the City, all unused sick leave credit will be converted to terminal leave pay on the basis of two (2) sick leave days to one (1) days pay, to a maximum of sixteen (16) weeks pay.
5. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the bargaining unit member at that time.

Section 26.7 For employees hired after April 1, 2015

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Each member hired by the City after April 1, 2015 may transfer accrued sick leave hours from previous employment with any public agency but such sick leave hours will not be eligible for conversion or payment upon separation pursuant to Section 6. In addition, sick leave usage by members who transfer in sick leave hours will first be charged to sick leave hours accumulated while employed at the City of Delaware. Members will only be eligible to utilize hours transferred in from prior employment when they have no balance of sick leave available from sick leave accrued while employed by the City of Delaware. Sick leave hours accumulated while employed by the City of Delaware are eligible for conversion or payment upon separation as set forth in Section 6.

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ARTICLE 27 - INJURY LEAVE

Section 27.1 Injury Leave.

All regular full-time City employees shall be entitled to injury leave with pay, less any Workers' Compensation weekly salary benefits which he may be awarded by the Ohio Industrial Commission (OIC), for a period not to exceed one hundred and twenty (120) consecutive working days for employees working a forty (40) hour workweek, not to exceed eighty-four (84) consecutive working days for employees working a forty-two (42) hour workweek, or not to exceed sixty (60) consecutive working days (including Kelly Days) for employees working a fifty (50) hour workweek, for each fully certified injury incurred in the performance of employment duties with the City, provided the following procedures are followed:

1. In all cases of personal injury to any regular full-time City employee as a result of the performance of employment duties, the employee shall complete an "Injury Leave Report" form and, in conjunction with his respective department head, shall report such injury to the Assistant City Manager immediately and ensure that a claim is filed with the Ohio Industrial Commission.
2. In the event that time off work is required by the injured employee, they will be granted injury leave from the first day of injury if the proper documentation is submitted to the City of Delaware. This documentation will include, but not be limited to, a statement from the employee's physician, an agreement covering compensation reimbursement, any necessary O.I.C. forms and other documents as may be required by the City. In the event that the Ohio Industrial Commission determines that the injury is not employment related, any time the employee is, or has been, absent from work shall be deducted from the accrued sick leave, accrued vacation or accrued compensatory time off other than compensatory time off for overtime worked.
3. During the period of time an injured employee is being paid under this policy, all normal benefits given to regular full-time City employees shall remain in force with no deductions to earned sick leave and/or vacation time.
4. For each injury, the City reserves the right to have an employee examined one time, at the City's expense, by a physician of the City's choice. The results of any such examination may be used to grant or deny benefits under this Article.
5. In the event the Ohio Industrial Commission certifies a claim for an injury, which the City did not certify, the City will retroactively grant the employee all leave benefits if the member informed the chief that leave is potentially for a work related injury or disease due under this Article. In such cases, the total amount of any sick leave, vacation or accrued compensatory time used in lieu of this leave will be credited to the employee.

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ARTICLE 28 - SPECIAL LEAVES

Section 28.1 Special Leave.

In addition to other leaves authorized herein, the City Manager or his designee may authorize a special leave of absence, with or without pay, for purposes beneficial to the member and the City.

Section 28.2 Jury Duty Leave.

A member, while serving during the member's scheduled work hours on a jury in any court of record in Delaware County, or any adjoining county, will be paid his regular salary for all scheduled work hours during the period of time so served. Time so served shall be deemed active and continuous service for all purposes. All jury fees received from the court of record shall be assigned to the City of Delaware. As soon as jury duty is completed, the member shall return to duty for the remainder of the shift.

Section 28.3 Examination Leave.

Time off with pay shall be allowed members to participate in Civil Service tests, or to take a required examination, pertinent to their City employment, before a State or Federal Licensing Board with the approval of the Fire Chief.

Section 28.4 Court Leave.

Time off with pay shall be allowed members who are subpoenaed to attend any court of record in Delaware County, Delaware, Ohio, or any adjoining county, for testimony in connection with the member's performance of job duties as defined by the City. All witness fees shall be assigned to the City of Delaware.

Section 28.5 Funeral Leave.

Each regular full-time employee shall be entitled to funeral leave with pay according to the following schedule:

Leave for Death of:	Days/Hours of Leave Local Funeral*	Days/Hours of Leave Other Funeral*
Immediate Family Member	1 - 3 work Days	1 - 5 work Days
Other Relative	May use up to 1 scheduled work day of accrued leave	May use between 1-3 scheduled work days of accrued leave.

* One work day/shift is automatic for the day of the funeral, but additional time up to the maximum shall be given only with approval of the Fire Chief.

1. For the purposes of this section, "Immediate Family Member" means spouse, child, brother, sister, parents, step-child, step-brother, step-sister and step-parents, grandparents, sister-in-law, brother-in-law and parents-in-law.

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2. For the purposes of the article, "Local Funeral" means a funeral in the City of Delaware, or within fifty (50) miles thereof.
3. For the purposes of the section, “Other Relative” means aunt, uncle, cousin or any other current family member.
4. All requests submitted shall be approved or denied in a timely manner.

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ARTICLE 29 - TRADES

Section 29.1 Trades.

The Fire Division will encourage a positive attitude toward approving trades. It shall be the policy of the Fire Division to allow trades, except where exceptional circumstances exist that would justify disapproval of a trade. Exceptional circumstances include, but are not limited to, a trade which would result in less than two (2) paramedics on the shift, failure to appear for a traded shift more than once in any calendar year or otherwise result in insufficient manpower within a given classification.

Section 29.2 Procedure.

All requests for trades shall be submitted in writing and any disapproval of a trade will be accompanied by a written explanation to the member and to the Chief of the Division of Fire stating the reason for denial.

Section 28.3 Officers.

Captains and Lieutenants are permitted to trade shifts only with other Captains or Lieutenants, or firefighters who meet the minimum years of service for the position and hold a paramedic certification. Trades must be cost neutral (i.e., they may not directly or indirectly cause acting pay).

Section 29.4 Liability.

The City will not be held responsible or liable for unpaid trades of members as supported by 29 U.S.C. 207 (p) (3) and wage and hour regulations 29 C.F.R. 533.31.

Section 29.5 Safety.

No member shall work more than one (1) Twenty-four (24) hour traded shift in a six (6) calendar day period. For exceptional circumstances the Fire Chief or his designee may waive this limitation.

Section 29.6 Repayment.

All trades must be repaid within one year from the original trade and must be repaid in time not cash.

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ARTICLE 30 - MILITARY LEAVE

Section 30.1 Military Leave.

1. **Paid Leave** - All eligible members of the Ohio organized militia or members of other reserve components of the armed forces of the United States, including the Ohio National Guard, are entitled to military leave which shall be administered in accordance with federal, state and local laws.
2. **Military Leave Without Pay** - A member shall be granted a leave of absence without pay to serve in the Armed Forces of the United States of America, or any branch thereof. Such leave of absence shall be governed by the following principles:
    1. No eligible member shall lose his rank, grade, or seniority enjoyed at the time of his enlistment, induction, or call into the active service (other than for military training leave) of the Armed Forces of the United States of America, or any branch thereof, except that a provisional member, at the time of entering active military service, shall not be entitled to restoration to his position if an eligibility list from which appointments to such positions may be made has been established prior to his application for restoration to such position.
    2. Any member who has entered the service, as stated above, upon his Honorable Discharge, or a Discharge with Honorable Conditions, from the service and establishment of the fact that his physical and mental condition has not been impaired to the extent of rendering him incapable to perform the duties of the position, shall be returned to the position he held immediately prior to his enlistment or induction into the service or to a position of equal rank and grade Such member must request restoration to his position within ninety (90) days of receiving an Honorable Discharge, or a Discharge with Honorable Conditions, from the Armed Forces or his position will be declared vacant. Nothing contained in this Section shall obligate the City to pay a member who is on military leave of absence.
    3. Any member serving in a position vacated temporarily due to the previous incumbent being in the military service shall be determined to have been given a permanent appointment, if the returnee fails to exercise his restoration rights within the prescribed time.
    4. The term "Armed Forces of the United States", as used in this Section shall be deemed to include such services as designated by the Congress of the United States.
    5. Any member transferred or advanced to a position by reason of vacancy caused by a member serving in the Armed Forces shall be returned to the position he held before said transfer or

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advancement, or to a position of equal rank or grade upon the return of the member from the service.

6. A member who achieves permanent status while filling a vacancy resulting from the enlistment or induction of a member into military service shall be placed on an eligibility list in the order of his original position, upon the return of that member from service.
7. In any case where two (2) or more members (who are entitled to be restored to a position) left the same position in order to enter the Armed Forces, the member with the greatest seniority in that classification shall have the prior restoration right without prejudice to the re-employment rights of the other member or members to be restored.
8. Where service in the Armed Forces results from induction or call to active duty, leave shall be granted for the duration of such call.

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ARTICLE 31 - MINIMUM MANNING

Section 31.1 Minimum Manning

In order to provide adequate and proper protection within the City, and to the uniformed employees of Local 606, a minimum of seven (7) uniformed employees per shift will be maintained in total and assigned between the main fire station and any substation, to include a minimum of two (2) paramedics. The City retains the right to assign such uniformed employees to any of the City's fire stations based on the manpower needs at the time.

1. In the event of an emergency, the manpower will be brought back up to five (5) men on station through the call-in of paid full-time off-duty men.
2. Exception will be on all fire alarms whereby only two (2) off-duty men will be called in until the officer in charge evaluates the situation.
3. Call-in employees will be released as manpower/vehicle status becomes available and men will not be held over if their services are no longer required.
4. The Chief and all uniformed forty (40) hour personnel do not have to be physically present at the Fire House to count toward the minimum manning requirement as long as they are on duty and in a position to respond to the alarm.

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ARTICLE 32 - COMPENSATORY TIME

Section 32.1 Compensatory Time

Accumulation and use of compensatory time shall be governed by Article 18, Hours of Work and Overtime, and Article 39, Earned Time.

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ARTICLE 33 - DUTY LIVING CONDITIONS

Section 33.1 Maintenance.

The City agrees to supply the tools and cleaning materials, in reasonable quantities, required for the day-to-day maintenance and upkeep of the Fire Department and the living quarters within the Fire Department.

Section 33.2 Furnishings.

The City agrees to furnish and maintain a stove, dishwasher, three (3) refrigerators, table and chairs, and day room furniture, curtains and carpet for the Fire Department.

Section 33.3 Bedding.

The City agrees to furnish beds, mattresses, bedding and linens in reasonable quantities for each member of the Bargaining unit. The City will replace one set of bed linens every three (3) years. The City agrees to purchase and maintain at least one (1) washer and one (1) dryer at the Fire Department for use by the members of the Bargaining Unit.

Section 33.4 Audio-Visual.

1. The City agrees to furnish a television and DVD for the purpose of training at each station in the following amounts:
    1. $400.00 / television
    2. $200.00 / DVD Player
2. Any purchases above these amounts will be funded by the Union. It shall be the responsibility of the Union to pay for needed repairs.

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ARTICLE 34 - CONTRACTING OUT

Section 34.1 Contracting Out.

The City agrees that contracting out shall fall under the provisions of Article 4, Section C of this Agreement.

Section 34.2 Services Outside City Boundaries.

This Article does not restrict the employer from entering into a contract to provide fire protection and EMS service through members of the Bargaining Unit to an entity located outside the jurisdictional boundaries of the employer.

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ARTICLE 35 - LAYOFF

Section 35.1 Layoffs.

Should layoffs become necessary, employees shall be laid off in accordance with provisions set forth in the Ohio Revised Code.

Section 35.2 Recall.

For a period of one (1) year following layoff, the employee shall be entitled to recall to a vacancy within the rank from which laid off, or to any vacancy within a lower rank, provided the employee has maintained his EMT certification, before the City may in any other manner fill a vacancy herein. Such recall period may be longer as permitted by the Civil Service Commission.

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ARTICLE 36 - RESIDENCY

Section 36.1 Residency

As a condition of continued employment, members must comply with State law regarding residency (live in Delaware County or an adjacent county) in the event that State law is repealed, members, as a condition of continued employment, must reside within 20 miles of City limits of Delaware, provided that a member that lives outside the 20 mile limit on the date of the repeal need not relocate within the 20 mile limit until he or she changes where he or she resides.

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ARTICLE 37 - BADGES

Upon retirement, the employee may retain one badge. If the employee chooses to retain more than one badge they may purchase said badges at the City's cost.

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ARTICLE 38 - LEAVES OF ABSENCE

Section 38.1 Disability Leave.

Upon exhaustion of any paid sick and/or injury leave benefits, the employee shall be entitled to a leave of absence for the period of his disability not to exceed one (1) year. Such leave may be extended upon the approval of the City Manager.

Section 38.2 Return From Leave.

It is the employee's responsibility to provide the City with written verification of his anticipated return to work. Upon receipt of this verification, the City will send written notice to the employee confirming the expiration date of the leave. Upon return from a leave of absence, the employee shall be returned to the rank and assignment held prior to the leave. An employee who fails to return from a leave of absence upon its expiration will be considered to have voluntarily resigned.

Section 38.3 Benefits.

All leaves of absence under this Article shall be without pay. However, all insurance benefits will be maintained for the first sixty (60) calendar days of a leave.

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ARTICLE 39 - EARNED TIME

Section 39.1 Accrual.

As defined in Article 3, "Earned Time" is Holiday Time, Compensatory Time, and Personal Days. The maximum accrual of earned time is 917 hours per employee. Of this maximum, compensatory time may be accrued up to 480 hours. If an employee accumulates in excess of 917 hours of earned time, the excess amount shall be paid off in cash at the time it is earned at the employee's regular hourly rate in effect at the time of pay off.

Section 39.2 Time off Requests

1. An employee desiring to take time off should give written notice at least three (3) working days prior to the time of the proposed leave, if possible. If written notice is given at least three (3) working days prior to the time of the proposed leave, seniority shall govern who is eligible to take time off. If notice is given less than three (3) working days prior to the time of the proposed leave, the first employee to give written notice will be the first employee to take time off, and so on.
2. Requests for time off submitted more than three (3) working days prior to the time of proposed leave shall be approved or denied three (3) working days prior to the proposed leave, based on the known manpower situation at that time. Requests for time off submitted less than three (3) working days prior to the proposed leave shall be approved or denied by the end of the shift in which it was received, based on the known manpower situation at that time. A member's request for time off shall be guaranteed if eligible under section 5 of this article. Once a request for time off is approved it cannot be revoked, unless the Fire Chief declares an emergency and all leaves are canceled. Requests may be denied if it is known that three (3) members will be off on Kelly day (Article 18), pre-scheduled vacation (Article 25), sick leave (Article 26), and/or earned time (Article 39) and/or non-pre-scheduled vacation.

Section 39.3 Increments.

Each 50-hour employee may take 50 hours of time off per contract year in one (1) hour increments. Additional use of time off must be in at least twelve (12) hour increments. Each 42 hour employee may take 50 hours of time off per contract year in one (1) hour increments. Additional use of time off must be in at least six (6) hour increments. Each 40 hour employee may take 50 hours of time off per contract year in one (1) hour increments. Additional use of time off must be in at least four (4) hour increments.

Section 39.4 Selling Earned Time.

Each employee has the option of selling up to 312 hours of earned time back to the City each year. This time will be paid off at the employee's regular hourly rate in effect at the time the purchase is made. Such purchase must be

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requested by September 1 of the preceding year and paid between January 1 and December 31 of the following year at the employee's request.

Section 39.5 Time Off.

1. **50 hour shift:** Three (3) bargaining unit members on the 50-hour shift may request leave and it shall be granted. When more than 18 members are scheduled on a 50-hour shift, an additional member may request leave and it shall be granted. These requests may be in the form of a Kelly Day (Article 18), pre-scheduled vacation (Article 25), and/or earned time (Article 39) and/or non-pre-scheduled vacation, listed in the order of priority. An additional member will be granted requested leave provided the city is able to schedule an additional part-time firefighter to cover the shift. This additional leave request may not be cancelled without approval by the fire chief. Additional requests may be approved by the fire chief or his designee. These members do not need to show up or be available to work at the beginning of their scheduled shift. No more than two (2) members may use leave in the form of a Kelly Day at the same time, unless approval is granted by the Fire Chief or his designee.
2. **42 hour shift:** When up to six members are staffed on the 42-hour shift, one (1) member may request leave and it shall be granted. When more than six members are staffed on a 42-hour shift, two (2) members may request leave and it shall be granted.
3. **40 hour shift:** Up to half of the members assigned to a division staffed with more than one (1) member assigned to a 40-hour shift may request leave and it shall be granted as long as the request is submitted prior to the day off requested (rounding down such that if the unit is staffed by three members, two can take off). Requests submitted on the 40-hour shift on the day off requested shall be granted unless the member is needed to backfill an operational position that would otherwise need to be filled by use of overtime.
4. For all of the above time off requests, additional leave requests may be approved by the fire chief or his designee.

Section 39.6 Payment Upon Separation.

Upon separation, an employee shall be paid for all accumulated earned time at his regular hourly rate at the time of separation.

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ARTICLE 40 - PERSONNEL DOCUMENTATION

Section 40.1 Review of Personnel Files.

1. Any member shall be allowed, upon request, to review his personnel file between 8:00 a.m. and 5:00 p.m., Monday through Friday. Such request, to view the personnel files, shall be made to the Fire Chief directly and review shall be made in the presence of the Chief or his designated representative. Any member may request documents to be copied from his file. The Administration may levy a charge for such copying, which charge shall bear a reasonable relationship to actual cost. The Administration shall make documentation of the copied documents which shall be placed in the personnel file. The official personnel file of all members is kept at the Human Resources Department.
2. All members shall be notified when a third party requests a public records request into their official personnel file.
3. The IAFF and the members recognize that the City may be required to disclose information from a member's personnel file pursuant to State or Federal laws and that any disclosure made pursuant to such laws does not constitute a violation of this contract. All parties are subject to state records retention and disclosure provisions as set forth in Chapter 149 of the Ohio Revised Code and local records retention schedules.

Section 40.2 Performance Evaluations.

A member's signature on any performance evaluation, if any, shall be viewed by the parties hereto, only as a representation that he has read it; it shall not be viewed as a representation that he concurred in any or all of the contents or comments thereon. The member shall be the last person to sign an evaluation and no evaluation comments may be recorded on record copies thereafter. The member shall receive a copy of the evaluation in its final form when he signs it.

Section 40.3 Inaccurate Documents.

Should any member have reason to believe that there are inaccuracies in documents contained in his file, he may write a memorandum to the Chief explaining the alleged inaccuracy. If the Chief concurs with the member's contention, he shall attach the member's memorandum to the document in the file and note thereon his concurrence with the memorandum content.

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ARTICLE 41 - PROMOTIONS

Section 41.1 Promotions

The City shall use the rules, regulations, and processes of the Civil Service Commission for promotions. All changes to the promotional process will be presented to the local prior to adoption by the civil service commission and prior to the expiration of the current contract. Unless mutually agreed upon. The parties agree that any additional promotional requirements adopted by the commission shall not take effect until the next labor contract occurring after the change.

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ARTICLE 42 - VACANCIES AND TRANSFERS

Section 42.1 Seniority

The Fire Chief along with the Union shall establish and post a seniority list that includes the seniority in rank along with qualifications of members by January 1st each year. This list will be used to determine the selection of members for vacancies.

Section 42.2 Vacancies Defined

In order to fill vacancies due to promotion, retirement, transfer, or a member otherwise leaving employment, an announcement of the vacancy shall be posted for bid. New positions added to current staffing levels shall be considered as vacancies and subject to bid.

Section 42.3 Posting

Once the Fire Chief becomes aware of a vacancy in the Department he shall post the vacancy for ten (10) days at all stations. Once the original vacancy has been filled, the process shall be repeated once. No bids are allowed until the position has been posted. No vacancies shall be filled until the relevant posting period has ended.

Section 42.4 Filling of Vacancies

1. Vacancies shall be filled based upon seniority in rank unless the skill, ability, and work performance of a less senior bidder is greater. Upon request of the Union, the Fire Chief shall substantiate, in writing, why he considers the skill, ability, and work performance of a less senior bidder greater. Captains and probationary employees are not eligible to bid on vacancies.
2. Members taking a vacancy through the posting/bidding process may not re-bid nor seek re-assignment for a one year period from the date of being placed in the vacancy. This does not prevent a member who has taken a bid from seeking and accepting a promotion.
3. Assignments or bids to the Risk Reduction Division shall not be eligible to bid for a position for 18 months after completion of state fire inspection certification.
4. Vacancies not filled through the bidding process shall be filled by the least senior non-probationary employee assigned to the fifty (50) hour assignment.
5. The Fire Chief is authorized to assign a probationary firefighter in lieu of assigning the least senior non-probationary employee.

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ARTICLE 43 - DURATION OF AGREEMENT

Section 43.1 Duration.

This Agreement is effective as of April 1, 2024, unless otherwise specified in the Agreement. This Agreement shall remain in full force and effect through March 31, 2027, and thereafter from year to year unless at least ninety (90) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon such written notice, the City agrees to open negotiations at least sixty (60) days prior to the expiration of this Agreement.

Section 43.2 Negotiations.

In the event negotiations are opened sixty (60) days prior to the expiration date of March 31, 2027, or any anniversary thereof, both parties hereby agree to diligently pursue the objective of reaching an agreement prior to the expiration date.

Section 43.3 Signatures.

Signed and dated at Delaware, Ohio, on this 10th day of April, 2024.

For the City:

DocuSigned by:
18D125B7D1204AD...
4/10/2024

R. Thomas Homan
City Manager

For the Union:

DocuSigned by:
9CC665924351443...
4/1/2024

Dana Depasio
President, IAFF
Local 606

DocuSigned by:
CA7510B6A11C4B0...
4/2/2024

Tim Pyle
Fire Chief

Approved As To Form:

DocuSigned by:
Natalia Harris
AA08A3FA5E294DF...
4/2/2024

Natalia Harris
City Attorney

DocuSigned by:
Henry Arnett
7D3980339FF4480...
4/2/2024

Henry Arnett
Local 606 Attorney

DocuSign Envelope ID: 351F91CF-689D-41C9-8C3A-73C5F6F1E359

MOU - ANNUAL RESPIRATORY MEDICAL CERTIFICATION

1. The parties agree that annual respiratory medical certification will be governed by the Ohio Administrative Code and the standard operating procedure. Revisions to the SOP will be discussed with the safety committee prior to implementation. The union may grieve any arbitrary or capricious changes to the sop.
2. The city will follow the SOP. Failure to follow the SOP will be grievable.
3. This will expire on March 31, 2027 unless extended by mutual agreement.

For the City:

DocuSigned by:
18D125B7D1204AD...
4/10/2024

R. Thomas Homan
City Manager

DocuSigned by:
CA7510B6A11C4B0...
4/2/2024

Tim Pyle
Fire Chief

For the Union:

DocuSigned by:
9CC665924351443...
4/1/2024

Dana Depasio
President, IAFF
Local 606

Approved As To Form:

DocuSigned by:
Natalia Harris
AA08A3FA5E294DF...
4/2/2024

Natalia Harris
City Attorney

DocuSigned by:
Henry Arnett
7D3980339EF4480...
4/2/2024

Henry Arnett
Local 606 Attorney

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MOU - PART-TIME COVERAGE

1. Part time personnel will not be called in to cover full-time members' unscheduled absences.
2. This MOU will not be considered a past-practice against either party and will not be construed as IAFF acceptance of the part time program.
3. Contracted special duty; Special duty paid by an external party will be offered first to full time personnel.
4. This MOU will expire on March 31, 2027 unless renewed by both parties.

For the City:

DocuSigned by:
18D125B7D1204AD...
4/10/2024

R. Thomas Homan
City Manager

DocuSigned by:
CA7510B6A11C4B0...
4/2/2024

Tim Pyle
Fire Chief

For the Union:

DocuSigned by:
9CC665924351443...
4/1/2024

Dana Depasio
President, IAFF
Local 606

Approved As To Form:

DocuSigned by:
Natalia Harris
AA08A3FA5E294DF...
4/2/2024

Natalia Harris
City Attorney

DocuSigned by:
Henry Arnett
7D3980339EF4480...
4/2/2024

Henry Arnett
Local 606 Attorney

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MOU – ORIGINAL CONVERSION OF COMPENSATORY TIME TO PERSONAL TIME

1. The parties agree that with the change to Article 39 – Earned Time, limiting the number of compensatory hours that may be accrued to 480, any member with an excess of 480 hours of compensatory hours as of the effective date of the contract, will have those hours converted to personal time.

For the City:

DocuSigned by:
18D125B7D1204AD...
4/10/2024
R. Thomas Homan
City Manager

DocuSigned by:
CA7510B6A11C4B0...
4/2/2024
Tim Pyle
Fire Chief

For the Union:

DocuSigned by:
9CC665924351443...
4/1/2024
Dana DePassio
President, IAFF Local 606

Approved as to Form:

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Natalia Harris
City Attorney

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Henry Arnett
7D3980339EF4480...
4/2/2024
Henry Arnett
Local 606 Attorney