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Agreement between the



City of North College Hill, Ohio ✓

and the

North College Hill Firefighters Collective

Bargaining Unit

June 13, 2010-December 31, 2012



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STATE OF OHIO
FEDERAL BUREAU OF INVESTIGATION

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PREAMBLE

This Agreement is hereby made between the CITY COUNCIL OF THE CITY OF NORTH COLLEGE HILL, Hamilton County, Ohio (hereinafter referred to as the "Employer" or the "City"), on behalf of the City and the NORTH COLLEGE HILL FIREFIGHTERS COLLECTIVE BARGAINING UNIT, (hereinafter referred to as the "Bargaining Unit", or "Union.") acting on behalf of the employees of the North College Hill Fire Department, as hereinafter defined, now employed and hereafter to be employed and collectively designated as the "Employees".

WHEREAS, the Employer recognizes the Union as the collective bargaining representative for the Employees covered by this Agreement as hereinafter provided; and

WHEREAS, it is the intent and purpose of the parties hereto that this Agreement protect against interruptions and interferences with services to the citizens of the City of North College Hill; and

WHEREAS, both of the parties to this Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship which exists between them and to enter into an agreement specifying rates of pay, hours of work and conditions of employment:

NOW, THEREFORE, the following is hereby agreed to:

ARTICLE 1 — UNION RECOGNITION

Section 1.1: The Employer hereby recognizes the Union, during the entire term of this Agreement, as the exclusive, elected representative and collective bargaining agent with respect to wages, benefits, and other terms and conditions of employment for all part-time firefighters, emergency medical technicians, including Basic (EMT-B), Intermediate (EMT-I), and Paramedic (EMT-P), fire safety inspectors, fire apparatus operators, and rescue technicians hereinafter collectively referred to as "Employee(s)" and/or "Bargaining Unit Members". The Lieutenants, Deputy Chiefs, Fire Chief, and clerical employees of the Fire Department are expressly excluded from this recognition.

Section 1.2: The parties expressly agree that all Employees in the Fire Department are part-time employees and are not eligible for any City fringe benefits except as specifically provided for in this Agreement.

ARTICLE 2 — UNION MEMBERSHIP DUES DEDUCTION

Section 2.1 Pursuant to Chapter 4117 of the Ohio Revised Code, the Employer agrees to deduct Union membership dues, in the amount certified by the Union to the Employer, from the pay of any Bargaining Unit Member requesting such deduction. The Employer shall remit these deductions to the Union.

Section 2.2 Upon written authorization of the Employee, the City agrees to deduct each pay

period from the wages of each Employee a specified amount for membership dues, fees, and assessments. This shall be in effect until the Employee revokes the authorization by written notice to the City or until the Employee's employment by the City is terminated.

Section 2.3 The Employer shall not be required to make dues deduction from any Employee who, during any pay periods involved, failed to receive sufficient wages to make all legally required deductions in addition to Union dues.

Section 2.4 The Employer shall not be liable to the Union for the remittance or payment of any sum other than that constituting actual deductions made from the wages of Employees for membership dues. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, suits and other forms of liability, including, by way of example and not limitation, the cost of any judgment against the Employer and the reasonable value of any attorney fees incurred, that may arise as a result of action taken or not taken by the Employer for the purpose of complying with any provision of this Article.

ARTICLE 3 — NO STRIKE

Section 3.1: During the life of this Agreement, or any extension thereof, the Union, on behalf of the Employees compromising the Bargaining Unit, agrees that there shall be no strike (including sympathy, unfair labor practice or economic strike), slowdowns, walkouts, refusal to perform assigned duties, sit-downs, picketing, boycotts, or any activities which interfere with the operation of the City. Any Employee who is absent from work, without permission, on the day or dates when a strike occurs shall be presumed to have engaged in a strike on such date or dates.

Section 3.2: In the event that any Employee covered hereunder engages in any violation of Article 3, Section 3.1 above, the Union shall, upon notification by the City, immediately order the Employee(s) to resume normal work activities and shall publicly denounce any violation of this Article. The Union, its officers, agents, representatives, members and all other Employees covered by this Agreement, shall not, in any way, authorize, assert, encourage, participate in, sanction, ratify, condone, or lend support to any strike or other activity in violation of this Article.

Section 3.3: Any strike or other prohibited activity of the Employees, entered into or called for by the Union, shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

Section 3.4: The City shall have the right to impose discipline, up to and including the discharge of any Employee who authorizes, asserts, encourages, participates in, sanctions, ratifies, condones or lends support to any strike or other activity in violation of this Article.

ARTICLE 4 — MANAGEMENT RIGHTS

Section 4.1: The Union recognizes the City's exclusive right to manage its affairs and that the City retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the ordinances of the City of North College

Hill and the laws and Constitutions of the State of Ohio and the United States. Further, all rights which ordinarily vest in and are exercised by the Employer, except such as are specifically relinquished herein, are reserved to and remain vested in the City, including, but without limiting the generality of the foregoing. The right and responsibility to:

- A. Conduct and grade Civil Service examinations, rate candidates, establish eligibility lists from those examinations and make original appointments from the eligibility lists, as per State of Ohio Law.
- B. Determine matters of inherent managerial policy which, include but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, including wages, utilization of technology, subcontracting, and organizational structure.
- C. Direct, supervise, assign, reassign, schedule, evaluate, hire, reward, reprimand, layoff, transfer, promote, or retain employees.
- D. Maintain and improve the efficiency and effectiveness of governmental operations.
- E. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
- F. Suspend, discipline, demote or discharge for just cause employees.
- G. Determine the size, composition, and adequacy of the work force as well as to make, amend, and enforce work rules and regulations, standard operating procedures and general and special orders.
- H. Determine the overall mission of the Employer as a unit of government, including the services provided.
- I. Effectively manage the work force.
- J. Determine the hours of work and work schedules.
- K. Determine the duties of to be assigned to all job classifications.
- L. Take actions to carry out the mission of the public Employer as a governmental unit.

It is expressly agreed that the above listing of management rights shall not be deemed to exclude other proper functions not specifically listed herein. The management rights set forth above shall not be subject to arbitration or impairment by an arbitration award or otherwise except to the extent that such rights are specifically limited by an express provision of this Agreement. Failure to exercise a right or exercising it in a particular manner shall not be deemed a waiver of any management right or prerogative. Further the City may exercise any or all such management rights or prerogatives without prior negotiations with or agreement of the Union.

ARTICLE 5 — GRIEVANCE PROCEDURE

Section 5.1: Definition: A grievance is a difference or dispute between the parties or an Employee concerning the application, meaning, or interpretation of the expressed terms of the Agreement, unless otherwise specially excluded.

Section 5.2: Employee Rights: In all grievance proceedings, the Employee may represent themselves and/or be represented by another member of the Union. The Employee may also obtain legal counsel at their own expense.

Section 5.3: Employer Rights: In all grievance proceedings, the City Administrator or the Fire Chief may be represented by the Law Director and/or another representative of their choice.

Section 5.4: Grievance Form: Written grievances shall be submitted only on a departmentally approved grievance form and shall include the following information:

- A. A statement of the grievance and the facts involved;
- B. The Article and Section of the Agreement allegedly violated;
- C. The remedy requested; and
- D. The signature of the grievant and/or their representative.

Section 5.5: Grievance Steps: Grievances shall be resolved in the following manner and order:

- A. Step 1: The grievant(s) or their representative shall present the facts, in writing, to the Fire Chief within thirty (30) calendar days of the date of the occurrence of the incident bringing about the grievance. The Fire Chief shall respond, in writing to the grievant(s) within seven (7) calendar days after receipt of said grievance.
- B. Step 2: If the grievance is not resolved in Step 1, the grievant(s) or their representative may present the written grievance to the City Administrator within seven (7) calendar days from the written response of the Fire Chief. The City Administrator shall respond in writing to the grievant(s) within fourteen (14) calendar days after receipt of the grievance.
- C. Step 3: If the grievance is not satisfactorily resolved in Step 2, the Union may appeal the decision within seven (7) days of such decision, and request to proceed to arbitration. An arbitrator, acceptable to both parties, shall be appointed as follows:
 - 1. The parties shall send a joint request to the Arbitration and Mediation Service (AMS) for a list containing the names of seven (7) arbitrators who are located within 120 miles of the City. Upon receipt of the list and beginning with the Union, the parties shall alternately strike the names of the arbitrators until only one (1) remains.

2. An arbitrator will be selected within thirty (30) days of receipt of the list.
3. The arbitrator shall be requested to issue his decision within thirty (30) calendar days of the conclusion of testimony and arguments and submission of final briefs. The decision of the arbitrator shall be advisory and not binding and final on both parties.
4. The cost of the arbitrator and the cost of the hearing room, if any, shall be paid by the losing party. If it is unclear which party is the losing party, the parties may ask the arbitrator to determine which party is the losing party. Any expense(s) for expert witness(es) shall be paid by the party producing them. The fees of the court reporter shall be paid by the party asking for one, or split equally by both parties if both parties desire a court reporter, or request a copy of any transcripts.
5. Both the City and the Union have the right to tape record any of these proceedings if the requesting party provides a copy to the other party, on request, and at the other party's expense.

Section 5.6: If an Employee or the Union fails to comply with the time limits set forth herein, the grievance shall be considered withdrawn, and thereafter such grievance may not be presented for consideration or made the basis for any action under this Agreement or otherwise. If the City fails to respond within the time limits specified, the grievance will automatically proceed to the next step.

Section 5.7: An appeal may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled except that any cancellation costs associated with arbitration shall be born by the withdrawing party. Where one or more appeals involve a similar issue, those appeals may be withdrawn, without prejudice, pending the disposition of the appeal of a representative case. In such event, withdrawal without prejudice shall not affect financial liability.

Section 5.8: Any payment due an Employee as a result of the settlement of a grievance shall be paid within 30 days.

Section 5.9: The arbitrator shall not have the power to add to, subtract from or modify any of the terms of this Agreement. Furthermore, with regard to the Employer's right to promulgate work rules and regulations, operating policies, and procedures as set forth herein in the Article addressing Management Rights, the Union or grievant shall not have recourse through the grievance and arbitration procedure to challenge the reasonableness or appropriateness of the Employer's work rules, regulations, operating policies, or procedures, provide such rules, regulations, policies, or procedures do not violate or are not otherwise impermissible under this Agreement and provided further, except in cases of emergency, that such policies, procedures, or rules and regulations which are enacted or modified in the future will be given to the Union president at least ten (10) days in advance of their effective date. During this ten day period the Union may request to meet and confer with the Employer regarding the new or modified work rules or policies.

This provision does not prevent an Employee disciplined by any such rule, regulation, or

policy from grieving the application of that rule to his particular circumstances. If the arbitrator's decision awards the payment of back wages covering the period of the Employee's from the City's payroll, the amount so awarded shall be reduced by the amount of unemployment compensation or wages earned attributable to the period, from whatever sources.

Section 5.10: The parties agree that two or more related cases may be joined from hearing together before the same arbitrator if by mutual agreement. If related cases are not joined for hearing, either party may request that such cases be heard separately by the same arbitrator in order to avoid inefficiency or inconsistent results. The issue of relatedness shall be liberally construed to favor joinder or hearing before a common arbiter.

ARTICLE 6 — UNION BUSINESS

Section 6.1: The Employer recognizes the right of the Employees covered by this Agreement to elect one (1) associate and one (1) alternate from the Union membership. The authority of the associate and alternate, so elected by the Union, shall be limited to and not exceed the following duties and activities:

- A. The investigation and presentation of grievances with a represented Employee's supervisor and the City Administrator in accordance with the provisions of this Agreement.
- B. The transmission of such messages and information, which:
 - 1. Have been reduced to writing; or
 - 2. If not reduced to writing, are of a routine nature and do not involve work stoppage, slowdown, refusal to perform services, or any other interference with the Employer's business.
 - 3. Will be permitted reasonable access to office equipment such as computers, printers and fax machines which are owned by the City to type, store, print, transmit and prepare work product used solely for the purpose of investigations and preparation of grievances. Reasonable access shall not be abused.

Section 6.2: The Employee's associate has no authority to take, encourage, or tolerate any strike action, or other action prohibited under Article 3 of this Agreement interrupting the Employer's business.

Section 6.3: The Employee's associate shall tend to the administration of this Agreement on a no loss no gain basis.

Section 6.4: The City agrees to allow the Union to conduct its business meetings in City facilities and allow on-duty personnel to attend such meetings, provided the attendance does not interfere with the operation of the Department and on-duty personnel have supervisory permission to attend the meeting which will not be unreasonably denied.

Section 6.5: The City agrees to provide the Union with space for a bulletin board for Union business. The City may post on this board any notices concerning the Employees covered under this Agreement which the City is required by law to post. The Union may post notices relating to recreation and social events applicable to members of the unit, election notices and results, meeting notices, and other official Union notices relating to the affairs of the members of the bargaining unit upon prior approval by the Chief or his designee. No obscene, immoral, scurrilous, or vituperative matter may be posted. The board shall be kept neat and orderly.

ARTICLE 7 — PROBATIONARY PERIOD

Section 7.1: All newly hired Employees and those Employees rehired after an absence of one (1) year shall serve a probationary period during any required field training or re-training program and for an additional twelve (12) months following the completion of the training. If, following an original appointment, an Employee's services are found unsatisfactory, he may be removed at any time during his probationary period in accordance with the provisions of the City's Civil Service rules.

Section 7.2: Time spent on leaves of absence shall not be counted as part of the probationary period. A newly hired, probationary Employee, whose service has been determined unsatisfactory, may have their probationary period extended or be dismissed. Probationary decisions are not grievable.

Section 7.3: Upon successful completion of the probationary period, the Employee shall be granted non-probationary status.

ARTICLE 8 — PERSONNEL EVALUATIONS AND FILES

Section 8.1: Personnel files will be maintained and stored in a secure location by the Fire Chief.

Section 8.2: Personnel evaluations will be made annually on non-probationary Employees by the Deputy Chief and the Fire Chief, and the Fire Chief shall make the final, comprehensive evaluation. The evaluation shall be reviewed with each Employee. A copy of the evaluation, signed by the Employee and the Fire Chief shall be entered into the Employee's personnel file. A copy of the evaluation shall be given to the Employee. Evaluations will be maintained in the Employee's personnel file for a period not to exceed three (3) years. Probationary Employees will be evaluated quarterly during their probationary period.

In the event an Employee disagrees with the content of their evaluation, the employee shall discuss the evaluation with the Fire Chief. The results of this meeting will be final and not subject to the grievance procedure.

Section 8.3: All entries and/or copies placed in an Employee's file that pertain to allegations or charges against the employee, which are determined to be "not sustained" or "unfounded", or which result in an exoneration of the accused Employee, shall immediately be removed from the

Employee's file and a copy given to the Employee. There shall be no further record of these documents contained within the Employee's file.

Section 8.4: In the event that an allegation or a charge results in disciplinary action taken against an Employee, the entries concerning the incident and the resulting disciplinary action shall be immediately removed from the Employee's personnel file upon written request by the Employee based on the following schedule:

1 Year Retention in Employee's Personnel File:

Counseling and/or training of a non-punitive nature

Oral reprimands

2 Year Retention in Employee's Personnel File:

Written warnings, if there has been no further discipline for the same offense

Disciplinary actions greater than written warnings will be retained for five years in the employee's work record. Prior discipline may be maintained in the employee's file to demonstrate that progressive discipline has occurred.

Section 8.5: An Employee shall be allowed to examine his/her personnel file during the Employee's off-duty hours at a time mutually acceptable after making a request to the Fire Chief.

Section 8.6: An Employee shall be permitted to place a statement of rebuttal or explanation in his file within seven (7) calendar days of becoming aware of the placement of the document in his file.

Section 8.7: In the event that an incident should occur, an Employee shall be granted twenty-four (24) hours to secure legal assistance and/or contact a representative of the Union, if desired by the Employee, before any statements are made in reference to the incident that may affect the outcome of any disciplinary action or legal liability to the Employee.

ARTICLE 9 — HOLIDAYS

Section 9.1: Holiday pay shall be paid at 1 ½ times their regular hourly rate on the following holidays:

1. Memorial Day
2. Independence Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day
6. New Year's Eve (18:00-06:00)
7. New Year's Day (06:00-18:00)

Section 9.2.1: Compensation for those Members working Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day with the shift beginning at 06:00 hours and shall be twenty-four (24) hours until 06:00 hours the following day.

Section 9.2.2: Compensation for those members working New Year's Eve and New Year's Day shall be compensated during the hours of 18:00-06:00 and 06:00-18:00 as reflected in Section 9.1.

ARTICLE 10 — WORKERS COMPENSATION

Section 10.1: All part-time firefighters shall be covered under the State of Ohio Worker's Compensation Plan.

ARTICLE 11 — WAGES

Section 11.1: No overtime (per applicable FLSA rules) shall be allowed unless approved by the Fire Chief or his designee. There shall be no pyramiding of overtime.

Section 11.2: Pay shall be based on "percentage model" beginning with a base pay and increased a set percentage based on years of service (steps), EMT Certification (EMT-B, Intermediate 99 or Paramedic) and qualification of FAO (Fire Apparatus Operator), and FSI (Fire Safety Inspector).

Section 11.3: Base pay for 6-13-10 shall be \$11.37 per hour.

Section 11.4: Employees facing a reduction in base pay per Section 11.10 shall have their base pay rates "frozen" at the rates established in Ordinance 12-2008 until improvement in certification, grade or rank reflects positively on the Employee's base pay.

Section 11.5: Step 1 shall be time of appointment thru twelve (12) months (probation). Step 2 shall be twelve (12) months following Step 1 (first year after probation). Step 3 shall be twelve (12) months following step 2 (second year after probation). Step 4 shall be end of Step 3 (top out).

Section 11.6: In order to attract and retain highly qualified employees the City reserves the right to credit up to three (3) years (Step 3) of equivalent service for paid full-time experience, or its part-time equivalent. For persons having part-time fire service experience the following equivalencies shall apply:

- 0-9 hours per week = no credit
- 10-19 hours per week = 1/4 (one-quarter) of full-time work
- 20-29 hours per week = 1/2 (one-half) of full-time work
- 30 hours or more per week = full-time work

To be considered the Employee must provide employment dates, average number of hours worked per week and job duties. The burden of proof rests on the candidate. Each case for equivalent eligibility will be reviewed on a case-by-case basis and shall be at the sole discretion of the Fire Chief. This decision cannot be contested or grieved in anyway and shall not be retroactive.

Section 11.7: Step 1 shall be base pay. Step 2 shall be three (3%) percent higher than Step 1.

Step 3 shall be three (3%) percent higher than Step 2. Step 4 shall be three (3%) percent higher than Step 3.

Section 11.8: Fire Safety Inspector (FSI) or Fire Apparatus Operator (FAO) shall be five (5) percent above base pay. Fire Safety Inspector and Fire Apparatus Operator shall be ten (10) percent above base pay.

Section 11.9: EMT-I or EMT-P shall be twelve (12) percent higher than EMT-B rate. EMT-I or EMT-P and either FSI or FAO shall be seventeen (17) percent above base pay. EMT-I or EMT-P and both FSI and FAO shall be twenty-two (22) percent above base pay.

Pay Scale at 6/13/2010

<u>Position</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
FF/EMT-B (Base)	\$11.37	\$11.71	\$12.06	\$12.42
FF/EMT-B (FSI or FAO)	\$11.94	\$12.30	\$12.67	\$13.05
FF/EMT-B (FSI & FAO)	\$12.51	\$12.88	\$13.27	\$13.67
FF/EMT-I or P	\$12.73	\$13.12	\$13.51	\$13.92
FF/EMT-I or P (FSI or FAO)	\$13.30	\$13.70	\$14.11	\$14.54
FF/EMT-I or P (FSI & FAO)	\$13.87	\$14.29	\$14.72	\$15.16

FSI or FAO = base + 5%
FSI & FAO = base + 10%

Section 11.10: All pay set forth in this Article shall be payable in bi-weekly installments unless another method of payment is specifically set forth.

Section 11.11: Call-in Pay: Any Employee who is called into duty for any non-scheduled assignment (i.e. departmental meetings, recalls, etc.) will be compensated at their regular pay rate for each hour worked, receiving no less than a minimum of two (2) hours of pay for the call-in.

ARTICLE 12 — LABOR/MANAGEMENT MEETINGS

Section 12.1: In the interest of sound labor/management relations, the Employer and/or designee(s) shall meet with not more than three (3) representatives of the Union to discuss issues and promote a harmonious labor/management relationship. Such meetings may be called by either party and shall be held at least twice and not more than six (6) times per calendar year at a mutually agreed upon time and location.

Section 12.2: Both parties will exchange a list of topics to be discussed at least five (5) calendar days prior to the scheduled meeting. The purpose of the labor/management meetings shall be to:

- A. Discuss the administration of this Agreement.

- B. Notify the Union of any changes made by the Employer, which affect the members of the bargaining unit(s) comprising this Agreement.
- C. Discuss grievances, which have not been processed beyond the final step of the grievance process, provided both parties mutually agree upon such discussions.
- D. Disseminate general information of interest to both parties.
- E. Discuss ways to increase productivity and improve effectiveness.
- F. Consider and discuss health and safety matters relating to Employees.

Section 12.3: 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 within 14 calendar days.

Section 12.4: Meetings scheduled by the Employer with bargaining unit employees for reasons pertinent to the normal operation of the Fire Department, shall not be considered as Labor/Management meetings.

ARTICLE 13 — NON-DISCRIMINATION

Section 13.1: The provisions of this Agreement shall be applied equally and without favoritism to all Employees in the bargaining unit. The City and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisals against any Employee because of Union membership or non-membership and/or participation or non-participation in any lawful activity on behalf of the Union.

Section 13.2: Whenever the male gender pronoun or adjective is used in this Agreement, it shall be deemed to also include reference to the female gender unless otherwise indicated.

ARTICLE 14 — DISCIPLINE, DISCHARGE AND APPEAL

Section 14.1: Probationary Employees serve at the will of the appointing authority and shall have no rights under this provision and may be dismissed at any time during the probationary period with or without cause.

For all non-probationary Employees, the City shall have the right to discipline or discharge an Employee for just cause. Incompetence, inefficiency, dishonesty, drunkenness, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, conviction on criminal charges, failure of good behavior, or any conduct deemed to be unbecoming an Employee, or any other acts of misfeasance, malfeasance, nonfeasance or other just cause shall be cause for disciplinary action. Failure to follow published department standard operating procedures or rules and regulations may also be a cause for disciplinary action.

Section 14.2: No Employee will be reduced in pay and/or position or be discharged without first

having had the opportunity for a pre-disciplinary hearing. The Employee will be given reasonable advance notice of the hearing, with a description of the charges. Continuances will be permitted provided reasonable notice is given, and will not be unreasonably denied. The purpose of the hearing is to give the Employee and his representative an opportunity to respond to the charges.

The Employee must choose to: (1) appear at the disciplinary conference and present an oral or written statement in his/her defense; (2) appear at the disciplinary conference and have one (1) chosen representative present an oral or written statement in his/her defense; or (3) elect in writing to waive his/her opportunity to have a disciplinary conference. Failure of the Employee to elect and pursue one (1) of these three (3) options will be deemed a waiver of the Employee's right to the disciplinary conference.

Section 14.3: If an Employee is aggrieved by any disciplinary action, the Employee may file a grievance in accordance with Grievance Article of this Agreement.

Section 14.4: Anonymous complaints without corroborative evidence shall not be cause for disciplinary action.

Section 14.5: Possible disciplinary actions are as follows: Official verbal reprimand, official written reprimand, reduction in pay to the next lower step, suspension, demotion and dismissal. Ordinarily, progressive discipline principals shall apply; however the severity of the infraction or violation of standards have a direct bearing on the disciplinary action taken and may dictate up to, and including, termination as the first or only step versus progressive disciplinary procedures.

ARTICLE 15 — SENIORITY AND LAYOFF

Section 15.1: Seniority shall be defined as the length of continuous, part time service from the Employee's most recent starting date as a North College Hill Fire Department Employee. Seniority shall not be available to Employees during their probationary period, but shall be retroactive to the most recent starting date upon successful completion of the probationary period.

Section 15.2: Seniority shall be lost when an Employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within two (2) calendar years from the effective date of the layoff;
- D. Is off the payroll for one (1) calendar year for any other reason whatsoever, except for military service;
- E. Exceeds a leave of absence or gives a false reason for obtaining a leave of absence; or

F. Is absent from work, without proper notice.

Section 15.3: The City shall provide the Union an up-to-date seniority list of Employees governed by this Agreement. This list shall be kept up-to-date and shall list each Employee and their starting date as a North College Hill Fire Department Employee.

Section 15.4: In the event of any work force reduction, causing the layoff of an Employee covered by this Agreement, their seniority, skills, and ability will be considered in the making of that determination. The same shall apply in the event of a recall from any layoff.

ARTICLE 16 — HEALTH PROTECTION

Section 16.1: The City agrees to offer Hepatitis B Vaccinations to any Bargaining Unit Member who desires them. The cost of such vaccinations will be paid by the City.

ARTICLE 17 — CERTIFICATIONS

Section 17.1: The Members and the Union recognize that, while the City will provide periodic training opportunities, it is each Member's sole responsibility to obtain, track and submit all required information and documentation for recertification. Failure to maintain certifications for which an Employee was hired and/or required by the City (i.e., certification in Ohio as a Firefighter I and Emergency Medical Technician) for continued employment shall be cause for disciplinary action up to and including termination.

ARTICLE 18 — WEEKEND INCENTIVE

Section 18.1: Members working from 06:00 hours Saturday until 06:00 hours on Monday shall be compensated two (\$2.00) dollars per hour above their regular rate of pay.

Section 18.2: Weekend Incentive shall not be paid during any Holiday Pay time period.

ARTICLE 19 — SPECIAL ASSIGNMENT

Section 19.1: Any member of the bargaining unit, who has been specifically assigned or detailed to perform duties, or receive training sanctioned by the Fire Chief, or his designee, shall be covered under all provisions of this Agreement.

ARTICLE 20 — WORKING IN HIGHER CLASSIFICATION

Section 20.1 A firefighter working in a higher classification (Lieutenant) for a period of at least six (6) hours, shall be paid an additional one (\$1.00) dollar per hour above their regular rate of pay.

ARTICLE 21 — COMPLETE AGREEMENT

Section 21.1: This Agreement represents the complete Agreement between the parties and neither party, for the duration of this Agreement, will be required to bargain collectively with respect to any subjects or matter referred to in this Agreement even though such subjects or matters may or may not have been proposed, considered, or contemplated by either or both parties at the time this Agreement was negotiated and signed.

Section 21.2: In the event that any of the conditions of this Agreement shall become invalid or unenforceable by reason of any Federal or State law, now existing or hereafter enacted, or by reason of any court or agency decision, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

Section 21.3: When this Agreement or any renewal thereof terminates as provided, all rights, duties, and obligations created there under shall also immediately terminate.

Section 21.4: All sections of this Agreement that are inconsistent with Ohio law are intended to supersede Ohio law, in accordance with Chapter 4117 of the Ohio Revised Code. The parties agree that some sections of the Agreement may specifically identify certain Ohio laws that are superseded and others may not. If a section does not specifically indicate that Ohio law is superseded, that section shall nevertheless be interpreted to supersede Ohio law.

ARTICLE 22 — DURATION

Section 22.1: This Agreement shall be effective as of June 13, 2010 and remain in full force and effect through December 31, 2012; it is agreed that this Agreement shall renew itself automatically from year to year unless either of the parties hereto notifies the other party no earlier than ninety (90) days and no later than sixty (45) days prior to the expiration date of its intention to terminate or modify this Agreement. Such notice shall be hand-delivered to the City Administrator or his designee or the President of the Union or his designee.

All sections of this Agreement shall remain in force and effect until a new Agreement is reached.

In Witness Whereof, the parties hereto have hereunder set their hands and seals on this 18th day of ~~September~~, 2010.

For the City:

Mark J. [Signature]
City Administrator

President of City Council

Roseleen [Signature]
Clerk of Council

For the Union:

[Signature]
Bargaining Representative

[Signature]
Union Representative

[Signature]
Union Representative

10-13-10

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