



11/08/11
11-MED-07-0987
0316-05
K27990

AGREEMENT

between

THE CITY OF SPRINGFIELD

and

LOCAL 333

***INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS***

AFL-CIO-CLC

November 1, 2011 – October 31, 2014

TABLE OF CONTENTS

	<u>TITLE</u>	<u>PAGE</u>
<u>A</u>	Agreement Printing.....	40
	Agreement, Term of.....	46
	Appeal, Grievance.....	24
	Arbitration Procedure.....	23
	Attendance.....	18
<u>B</u>	Badges.....	42
	Bargaining Rights.....	1
	Bargaining Subjects.....	1
	Bulletin Boards.....	34
<u>C</u>	Call-In, Emergency, Procedure.....	19
	Cellular Phones.....	43
	Clothing & Personal Effects Allowance.....	26
	Communications Systems.....	34
	Compensation Upon Separation/Sick Leave.....	9
<u>D</u>	Death Benefit/Sick Leave.....	9
	Deferred Compensation.....	44
	Dental Insurance.....	28
	Disability Retirement/Sick Leave.....	9
	Disciplinary Action.....	4
	Doctor's Certificate/Sick Leave.....	8
	Drug Testing.....	45
	Dues, Union.....	4
<u>E</u>	Education & Training.....	33
	Equipment & Quarters Maintenance.....	41
	Emergency Call-In Procedure.....	19
	Emergency Waiver.....	43
	Extended Military Leave.....	6
<u>F</u>	Fair Share.....	4
	Forty Hour Employees - Hours of Work	18
	Funeral Leave.....	14
<u>G</u>	Grievance Investigation.....	24
	Grievance Procedure.....	22
<u>H</u>	Holidays.....	30
	Health & Safety.....	16
	Hours of Work.....	18
<u>I</u>	Immediate Family/Sick Leave.....	8
	Injury Leave/Extent of Benefit.....	10

	Injury Leave/General Provision.....	10
	Insurance/Alternative Program.....	27
	Insurance/Cost Sharing.....	27
	Insurance/Dental.....	28
	Insurance/Life.....	27
	Insurance/Malpractice.....	28
	Insurance/Medical/Hospital.....	27
	Insurance Policies.....	42
	Insurance/Study Committee.....	28
	Insurance/Vehicle Liability.....	28
<u>J</u>	Job Opportunities & School Assignments.....	41
<u>L</u>	Labor/Management Committee.....	24
	Layoff.....	6
	Layoff/Recall.....	6
	Layoff/Reinstatement.....	7
	Layoff/Termination.....	6
	Legal Appearance.....	35
	Legal Representation.....	36
	Life Insurance.....	27
	Lockouts & Strikes.....	43
	Longevity.....	25
<u>M</u>	Maintenance of Quarters & Equipment.....	42
	Malpractice Insurance.....	28
	Management Rights.....	2
	Medical/Hospital Insurance.....	27
<u>N</u>	Nondiscrimination.....	2
<u>O</u>	Overtime.....	44
	Overtime, Recall.....	37
<u>P</u>	Personal Effects/Clothing Allowance.....	26
	Personal Leave.....	16
	Personnel Records.....	7
	Pledge.....	1
	Policies & Procedures.....	42
	Political Activity.....	36
	Printing Agreement.....	40
	Promotion to Higher Rank.....	21
	Purpose.....	1
<u>Q</u>	Quarters & Equipment Maintenance.....	42
<u>R</u>	Recall/Layoff.....	6
	Recall Notification.....	7
	Recall Procedures.....	37
	Recognition.....	1

	Recruitment Other Jurisdictions/Sick Leave...	9
	Reinstatement/Layoff.....	7
	Reporting Off.....	19
	Representation, Union.....	3
	Rescheduling Paid Leave/Sick Leave.....	9
	Residency.....	36
	Retirement, Disability/Sick Leave.....	9
<u>S</u>	Safety & Health.....	16
	Savings Clause.....	43
	Scheduled Days Off - Selection of.....	32
	Seniority.....	5
	School Assignments & Job Opportunities.....	41
	Sick Leave/Accumulation.....	8
	Sick Leave/Annual Pay Out.....	10
	Sick Leave/Compensation Upon Separation.....	9
	Sick Leave/Death Benefit.....	9
	Sick Leave/Recruitment Other Jurisdictions...	9
	Sick Leave/Disability Retirement.....	9
	Sick Leave/Doctor's Certificate.....	8
	Sick Leave/Immediate Family.....	8
	Sick Leave/Permissible Uses.....	8
	Sick Leave/Rescheduling Paid Leave.....	9
	Strikes & Lockouts.....	43
	Subjects for Bargaining.....	1
<u>T</u>	Temporary Assignment to Higher Rank.....	20
	Term of Agreement.....	46
	Tour Employees - Hours of Work	18
	Trades.....	12
	Trades/Educational.....	33
	Training & Education.....	33
	Tuition Reimbursement.....	33
<u>U</u>	Union Business Leave.....	15
	Union Dues.....	4
	Union Representation.....	3
	Union Rights.....	3
<u>V</u>	Vacation Accumulation.....	29
	Vacation Compensation Upon Separation.....	29
	Vacation Conversion to Deferred Comp.....	30
	Vacation/Schedule of Earned.....	29
	Vacation/Unanticipated Personal Emergency....	29
	Vehicle Liability Insurance.....	28
	Voting Procedure.....	36
<u>W</u>	Wages.....	44
	Wages/Overtime.....	44
	Wage Schedule... ..	48

ARTICLE 1 - PURPOSE

This Agreement is made, effective November 1, 2011, by and between the City of Springfield (hereinafter referred to as the City or Management) and Local 333 of the International Association of Firefighters AFL-CIO-CLC (hereinafter referred to as the Union), in order to increase efficiency in the Fire Division, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, and well-being of the City, its employees and its citizens, and to adjust differences between the City and the employees of the Fire Division, the City and the Union agree as follows:

ARTICLE 2 - RECOGNITION

Section A: Bargaining Rights

The City recognizes the Union as the sole and exclusive representative of all employees as hereinafter defined.

Section B: Employees Defined

The term "employee" or "employees" as used in this Agreement shall refer to the full time paid employees assigned to the following classifications:

1. Firemedic
2. Fire/Paramedic
3. Lieutenant
4. Captain
5. Battalion Chief

All reference to employees in the agreement shall include both sexes; wherever the male gender is used, it shall be construed to include male and female employees.

Section C: Pledge

As public employees, the employees covered by this Agreement pledge themselves to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

Section D: Subjects for Bargaining

The Union has sole and exclusive bargaining rights under this Agreement with respect to wages, hours of work, fringe benefits, and working conditions.

ARTICLE 3 - NONDISCRIMINATION

Section A:

Neither the City nor the Union shall discriminate against any employee due to his membership or lack of membership in the Union. The provisions of this Agreement shall be applied equally to each employee in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliations. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section B:

Both the City and the Union recognize their respective responsibilities under applicable Federal, State, and local laws relating to civil rights and employment practices. The Union and the City will promote affirmative action in the Fire Division of the City of Springfield, Ohio.

ARTICLE 4 - MANAGEMENT RIGHTS

Section A:

Unless specifically stated otherwise in this Agreement, the City has the exclusive rights and responsibilities of management, including the right to:

- (1) 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 City, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) direct, supervise, evaluate, or hire employees;
- (3) maintain and improve the efficiency and effectiveness of governmental operations;
- (4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, or schedule, promote, or retain employees;
- (6) determine the adequacy of the work force;
- (7) determine the overall mission of the City as a unit of government;

- (8) effectively manage the work force;
- (9) take actions to carry out the mission of the City as a governmental unit.

Section B:

The City is not required to bargain on subjects reserved to the management and direction of the government unit, except as affect wages, hours, terms and conditions of employment.

ARTICLE 5 - UNION RIGHTS

Section A: Representation

The Union has the duty and right to represent all employees in the bargaining unit in regard to the implementation of this Agreement and to comply with all the representation requirements of the Ohio Revised Code Chapter 4117. In recognition of those requirements and in an effort to maintain efficient and harmonious relations, the City agrees to the following procedure:

1. Officers have the right and obligation to make inquiry of their subordinates as to the performance of their subordinates' duties. Officers shall document counselings and verbal reprimands by e-mail to the employee. Copies of documentation of verbal reprimands shall be sent to the union by e-mail.
2. The employee(s) and the union shall be given a copy of written reprimands. At that time, the employee and the union shall also be notified of the decision by e-mail.
3. When an officer anticipates that an employee may have committed a serious infraction, one that may subject the employee to discipline of record, (i.e. suspension, demotion or discharge), the officer shall inform the employee via email that discipline is anticipated and that the employee has the right to union representation. Upon request of the employee, the employee has the right to have a designated union representative present during further questioning of the employee.
4. If an officer decides to recommend discipline of record, the officer shall make a written recommendation to the Chief, with a copy to the employee and the Union.
5. Prior to acting on the written recommendation of the officer, the

Chief, or his designee, shall conduct a hearing. The employee and the Union shall be afforded advance written notice of the hearing. The employee shall be afforded an opportunity to respond to the recommendation at the hearing.

6. The Chief, or his designee, shall make a written decision on the recommendation and provide a copy to the employee and the Union when it is issued. At that time, the employee and the union shall be notified of the decision by email.
7. Any disciplinary proceeding by the City against a bargaining unit member shall be initiated within fifteen (15) calendar days of the City's knowledge of the alleged violation. The City will be considered to have knowledge only when the Chief, after investigation, has probable cause to believe that a specific individual has been involved in specific conduct. Where the disciplinary proceeding involves alleged criminal conduct, the fifteen (15) day period begins to run upon the filing of a criminal charge. The Union and the City may extend this fifteen (15) day initiation period upon mutual consent.

Section B: Union Dues

Upon the written authorization of the employee, the City agrees to deduct once each month from the wages of each employee the sum certified as Union dues, and shall make the check available to the Union Treasurer as soon as practicable after the check is prepared. Such authorization must be forwarded to the Finance Director within thirty (30) days prior to the effective date. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Dues deductions previously authorized may be modified by a written authorization by the Union President or Treasurer. Employees desiring to withdraw their dues deduction authorization will notify the City and the Union in writing. Such withdrawal notice may only be given during a period beginning sixty (60) days prior to the expiration of this Agreement and ending thirty (30) days prior to the expiration of this Agreement. Should the provisions herein, under the present or future laws of the State of Ohio, be determined illegal, the obligation on behalf of the City herein shall terminate. Deductions shall be made from the second bi-weekly pay period of the month. Should an employee terminate his voluntary deduction, he shall not be permitted to re-institute it for a period of sixty (60) days.

Section C: Fair Share

Any employee who is not a member of the Union shall pay a fair share fee as permitted under Ohio Revised Code 4117.09(C) (not to exceed the amount of Union dues), of the cost of the collective bargaining process, contract administration cost in

pursuing matters affecting wages, hours of work and other conditions uniformly required of members.

All employees who have not made application or granted membership shall be required to pay a fair share fee as defined above beginning sixty (60) days from hire or immediately following separation from the union. The deductions of the fair share fees from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the union as a condition for serving or retaining employment or any benefits under this agreement.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the City with a copy of the Union's fair share fee procedure.

The City will deduct from the wages the fair share fees of non-members, said fees shall be deducted from the second bi-weekly pay period of the month and available to the Union Treasurer along with Union Dues, as soon as practicable. Upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 6 - SENIORITY

Section A:

Seniority shall govern the dispensing of the privileges provided by and listed as governed by seniority in this Agreement.

Section B:

The Chief will establish seniority lists both by date of most recent appointment to a uniformed position in the Fire Division and by date of promotion. These lists shall be updated each October 1st. They shall remain for a period of thirty (30) days and may be challenged during that period. Thereafter, they shall remain unchanged until the next October. A copy of each list shall be distributed to the Secretary of the Union on the date of posting.

Section C:

With due regard to staffing requirements set by the Chief considering various areas of certification, the Chief will attempt to keep seniority appropriately distributed among the platoons. However, should seniority become inappropriately distributed, the Chief will prepare a transfer list to become effective on January 1st of the following year. This transfer list will be issued prior to the date set for selection of

E.D.O.'s, vacation and holidays. Company and platoon assignments pursuant to this section are not subject to the provisions of Article 38 - Job Opportunities and School Assignments. Before determining that seniority is inappropriately distributed the Chief will consult with the Union through the Labor Management Committee.

Section D:

The transfer list shall be prepared based on guidelines for the efficient operation of the Division developed by the Chief after consultation with the Union. The guidelines shall provide for uniform company assignment procedures in the three platoons. The guidelines shall allow for Captains, Lieutenants and Step F Firefighters to select company assignments by rank seniority within the guidelines.

Section E: Extended Military Leave

Any member of the Fire Division who also serves as a member of a United States military branch, National Guard or Reserve unit, Ohio Guard or Reserve unit who is activated for military service for a period equal to or exceeding 6 months shall be assigned by the Chief to a platoon, company and position as necessary for the efficient operation of the Division.

ARTICLE 7 - LAYOFF/RECALL

Section A: Layoff

In the event the City should decide to lay off Fire Division personnel, the Employee(s) with the least seniority shall be laid off first in accordance with State of Ohio Civil Service Law. In the event an employee is laid off, he shall receive payment for earned but unused vacation and/or holidays, E.D.O.'s, earned longevity pay and clothing allowance with his final check. If an employee is laid off who has received more days off or funds than he has earned, he shall refund to the City the overpayment.

Section B: Layoff/Termination

An employee who is on layoff for a period of three (3) years is automatically terminated from employment status and loses all seniority and all recall rights.

Section C: Recall

Employees who are on layoff shall be placed on a recall list and be recalled in reverse order of their lay off, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

Section D: Recall Notification

No new employees shall be hired until all employees who have been laid off have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within fourteen (14) calendar days. Failure to report within the time limit removes them from the recall list.

Section E: Reinstatement

All requests for reinstatement within the Fire Division shall be governed by Section 124.50 of the Ohio Revised Code.

ARTICLE 8 - PERSONNEL RECORDS

Section A:

Employees shall be given copies of any documents placed in their divisional personnel file when such documents are placed in such file. Each employee of the Fire Division shall, upon request, be permitted access to his personnel records, copies of all injury report forms, and Workers' Compensation forms pertaining to his own employment.

Section B:

If an employee feels that any material in either the Fire Division personnel file or the Civil Service file is untrue and/or derogatory, he may answer or respond to such material in writing and such answer or response will be made a part of those files. The information that is subject to release shall include the employee's response to any material that he has deemed untrue and/or derogatory.

Section C:

The Chief of the Division, upon request of an employee, will remove from the personnel file records concerning minor infractions up to and including verbal and written reprimands if, upon review, the Chief determines that:

1. the infraction occurred more than two (2) years previously;
2. there have been no subsequent infractions in those two (2) years.

Disciplinary records so removed, or eligible for removal under this section, shall not be used against the employee in subsequent disciplinary matters.

Section D:

Records of serious infractions involving suspensions, demotions or discharges shall become a permanent part of the personnel file.

Section E:

Copies of any commendations and/or awards will be a permanent part of the file and the employee shall be given a copy of the same. It shall be the responsibility of the employee who wishes an award or official commendation to be placed in his file to provide a copy to the Chief's office and the Personnel Department file.

ARTICLE 9 - SICK LEAVE

Section A: Accumulation

Each forty (40) hour employee shall earn sick leave at the rate of four and six tenths (4.6) hours per pay in which the employee worked or was carried by the City in paid status. Each tour employee shall earn sick leave at the rate of six and four tenths (6.4) hours per pay in which the employee worked or was carried by the City in paid status.

Section B: Permissible Uses

Unused sick leave shall be cumulative and may be used at any time for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, or to serious illness or to death in the employee's immediate family. Funeral leave provisions are set forth in Article 12 - Funeral Leave. Use of sick leave shall be on an hour for hour basis with a minimum of one-quarter (1/4) increments.

Section C: Immediate Family Defined

For the purpose of this article, immediate family shall be defined as the spouse, parents (either natural, step, foster, or in-law), children, brother, sister, brother-in-law, sister-in-law, and/or other relatives living in the employee's household.

Section D: Doctor's Certificate

The City may require an employee to present a doctor's certificate to the City, at the employee's expense, under the following circumstances:

1. the employee has been absent for more than two (2) consecutive tours;
2. the employee has been absent for more than four (4) consecutive eight (8) hour days;

3. the employee, after having been counseled concerning attendance, continues to exhibit habitual or excessive use of sick leave;

Any additional examinations required by the City shall be at the City's expense.

Section E: Compensation Upon Separation

Employees who are eligible for retirement, based on age and years of service and who do so retire having accumulated sick leave in excess of 300 hours, shall be paid for all accumulated sick leave in excess of 300 hours at the rate of 62.5% of their regular daily wages for such accumulation in excess of 300 hours. This provision shall apply to employees who resign, are laid off due to a reduction in the work force, or other wise terminates his employment in any manner, except by discharge for cause, providing in all cases other than retirement that the employee shall have been in the employ of the City of Springfield for a period of six (6) years or more. Payment of sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time.

Section F: Disability Retirement

Employees found to be eligible for disability retirement under the provision of Ohio law shall be paid 100% of any accumulated sick leave which he has been unable to use at time of separation.

Section G: Recruitment from Other Jurisdictions

Unused sick leave accumulated in the service of public agencies other than this City, pursuant to the Ohio Revised Code, shall be credited as accumulated hours to any such employee transferring from such agency to the employment of the City up to a maximum of 300 hours.

Section H: Rescheduling Paid Leave

Consistent with manpower requirements, any tour employee on extended sick leave (more than one tour) may reschedule any holiday, E.D.O., or vacation leave that was scheduled during such sick leave. Any forty-hour employee on extended sick leave (over three days) may reschedule any scheduled vacation leave occurring during such sick leave.

Section I: Death Benefit

Employees who die or are killed while in the employ of the City shall have payment made to the duly appointed and acting representative of such estate for all earned and unused sick leave hours. The payment provided for shall be subject to and made in conformity with the general laws of the State of Ohio and such payment shall be made forthwith upon compliance with same.

Section J: Annual Pay Out

If an employee uses less than forty-eight (48) hours of sick time in a calendar year, the employee may, at his option, be paid for all or any part of the unused forty-eight (48) hours. The employee's sick leave balance shall be reduced by the number of hours for which he elects to take pay.

An employee may not elect to take pay for unused sick leave if to do so would reduce his accumulated sick leave balance below three hundred (300) hours. Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current calendar year. Sick leave used as a result of a work-related injury or illness or as funeral leave under Article 12 will not be counted as sick leave used under this section.

Payment will be made at the straight-time rate in effect at the end of the last full pay period in that year. No payment will be based on the forty-hour pay rate unless the employee completed more than six (6) months during the calendar year in a forty-hour position. Payment will be made in full hour increments at the time of the last full pay period in January.

ARTICLE 10 - INJURY LEAVE

Section A: Extent of Benefit

Whenever an employee sustains an injury or occupational disease in the course of or arising out of the employee's employment and acting non-negligently, the employee shall make application for and actively prosecute claims under the Worker's Compensation laws of Ohio.

Employees may seek approval for injury leave in accordance with the conditions set forth below in this Article.

An employee is not entitled to receive injury leave and temporary total disability benefits simultaneously for the same injury or occupational disease. As a result, such employees shall assign to the City all temporary total disability benefits which the employee may receive through the Workers' Compensation laws of Ohio for any period of time during which the employee is receiving injury leave benefits from the City under this Article.

If the employee refuses to make such assignment, such employee shall be ineligible for injury leave benefits. If the employee fails to comply with the terms of the assignment by failing to turn over to the City all such temporary total disability benefits through the Workers' Compensation laws of Ohio, after receiving injury leave pay, such failure shall constitute grounds for termination of employment.

Section B: General Provision

Upon approval of the injury leave request, the employee shall be entitled to full pay for a period of up to 180 calendar days following the incident of injury or occupational disease. An aggravation of a pre-existing condition which occurs while an employee is on duty and acting non-negligently in the line of duty shall constitute a separate incident for the purpose of this article. Approval of an injury leave request will only be granted in cases where the BWC or Industrial Commission has made a determination of a work-related injury or occupational disease. While awaiting such determination, the employee shall be placed on sick leave, vacation leave or other paid leave.

If while awaiting approval of an injury leave request an injured employee remains unable to work as a result of a work-related injury or occupational disease after his paid leave expires, the City shall continue his regular pay until he is able to work, or a compensation award is made under Workers' Compensation. If the application results in a final determination of a work-related injury or occupational disease, the employee shall forward a copy of the Bureau's or Industrial Commission's approval order to the Chief's office. The employee shall then be placed on injury leave retroactive to the date of injury, and any paid leave utilized by the employee shall be re-credited to the employee.

If the application for Worker's Compensation benefits is denied by the BWC, or in subsequent appeals it is determined not to be a valid claim, any regular wages paid as a result of the employee having exhausted his other paid leave, shall be reimbursed to the City through payroll deductions in amounts determined by the City which should not cause undue hardship to the previously compensated employee. This unpaid leave period will be treated in the same manner as any other "leave without pay," and will result in adjustments to the employee's longevity and vacation accrual dates and balances.

If the City denies an injury leave request for any reason other than an adverse decision under Workers' Compensation, it shall promptly notify the employee of the denial.

Section C:

Employees are required to report events or exposures which involve the potential for medical treatment or lost time within 24 hours of the employee's knowledge of the event or exposure. In addition to the other requirements of this article, to be eligible for injury leave, a written report of the injury or aggravation shall be filed with the Fire Chief within seventy-two (72) hours after the injury occurred. In the case of an exposure to an occupational disease, the 72 hour reporting requirement shall be initiated upon the employee's knowledge of such exposure.

Section D:

The City may require certification from a qualified licensed physician to support the payment of injury leave. The employee must seek and receive medical certification prior to or during the first missed tour/shift or part thereof. Such medical certification shall indicate the necessity for leave, dates that the employee will be absent from work and linkage of the period of absence to the work related injury.

The City shall have the right to order a physical examination by a qualified licensed physician at any time during the employee's leave status. The physician will be chosen by the City and will be at the City's expense. If the opinion of the City's physician differs from an employee's treating physician, then a third opinion will be obtained by a third physician who specializes in the type of injury or disease. The third physician will be chosen by the two attending physicians. His decision will be binding on both parties. The third opinion costs will be paid by the City in all cases. Should such examination reveal that the employee is medically capable of returning to duty, such injury leave may be terminated. Should such examination reveal that the employee shall not become medically capable of returning to duty at the expiration of the 180 day period set forth in Section B, the employee may utilize sick leave, vacation leave, and other paid leave after the 180 day period, unless Section F applies or the employee can elect to make application for the appropriate monetary benefits with the BWC.

Section E:

The City shall provide medical assistance, hospitalization, or therapy as required for the treatment of exposure to contagious disease or infestation arising out of employment.

Section F:

If, after 30 days following an injury, medical reports indicate that the injured employee's injury is permanent and his inability to return to work is definite, the employee shall apply for disability retirement. If disability retirement is granted, the employee shall be paid for his remaining period of injury leave, plus any other separation benefits payable under this Agreement. If medical reports are inconsistent or unclear as to possibility of return to employment, the procedure under Section D shall be applied.

ARTICLE 11 - TRADES

Each tour employee shall be granted leave with pay for any hour or hours on which he is able to secure another employee who will work in his place without pay, provided:

Section A:

A substitution shall be granted with the approval of the Fire Chief or his designee.

Section B:

The Fire Chief or his designee shall be notified in writing on forms supplied by the Division for that purpose.

Forms shall be signed by both parties involved in the special leave.

Section C:

Notice of substitution will be made by the employee regularly scheduled for the tour prior to the commencement of the tour for which the substitution is to be effective, except in cases of emergency when such notification can be made by phone and confirmation in writing can be made subsequent to the substitution.

Section D:

An employee initiating a trade who will not be available for notification that his substitute will not be able to work due to an accident or illness shall secure a standby for the substitute when submitting the request form.

Section E:

Special trades will have the following limitations: 240 hours per calendar year; a minimum of six (6) consecutive hours per trade; a maximum of four (4) consecutive 24 hour tours. In case of an illness or injury which exhausts an employee's paid leave provision, the Chief may, in his sole discretion, extend the maximum special leave hours.

A trade will not be approved where the effect would be to cause an employee to be on duty for more than 60 consecutive hours, without a non-working period of at least 8 consecutive hours.

Section F:

An employee requesting a trade must trade within the following trade groups:

1. A Fire Medic may trade with a Fire Medic.
2. A Paramedic may trade with a Paramedic.
3. A Fire Medic may trade with a Paramedic subject to the Chief's determination that adequate Paramedic staffing will be maintained.
4. An Officer may trade only with another Officer.

No acting pay shall be paid to an employee as a result of a trade. An employee working a trade shall not be required to travel to another company or accept an acting officer's position unless there are no other qualified in-company employees.

An employee shall be required to first exhaust trade possibilities within the company to which he is assigned. If no such employees are available for such a trade, the employee may then trade with other members of the Fire Division within the groups described above.

Section G:

An employee initiating a trade is responsible for assuring that the substituting employee works during the special leave period. In the event the substituted employee fails to work the special leave period, the initiating employee shall not be paid for said period. Additional discipline may be imposed upon the employees involved appropriate to the circumstance.

ARTICLE 12 - FUNERAL LEAVE

Section A: Funeral Leave

Leave with pay shall be granted by the Chief of the Division or his designee to an employee when a death in the immediate family occurs. Immediate family shall be defined as the employee's mother, father, loco parentis, spouse, child, brother, sister, guardian, aunt, uncle, niece, nephew, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother-in-law, or grandparent-in-law.

Section B: Extent of Benefit

A single duty tour of leave will be granted for platoon shift employees or three (3) eight (8) hour duty days for 40-hour employees for funeral leave. If death in the immediate family occurs during an employee's tour of duty and the employee leaves his tour, the remainder of the tour shall not be counted toward the above duty day(s) charged to funeral leave.

Section C:

Reasonable travel time will be granted to an employee on funeral leave.

Section D:

All funeral leave shall be charged to the employee's unused sick leave balance.

Section E:

Employees who are pall bearers will be allowed a maximum of twelve (12) hours special leave, providing they have a substitute on a stand-by basis at the company. Such time will not be charged against special leave, but will be considered a donation by the substitute employee.

ARTICLE 13 - UNION BUSINESS LEAVE

Section A:

Local 333 shall have up to twenty (20) working tours or a total of 480 hours of Union business leave per agreement year, with full pay, for Union officers and/or designees to participate in conventions, pension business, educational conferences, and to attend to the normal operating functions of the Union. Said tours may be apportioned throughout the life of this Agreement by the Union. There shall be a maximum of two (2) employees on such leave on any one tour, with the exception of time allocated under Section B. The Chief may, in an exercise of his sole discretion, permit a third employee to take leave for the conduct of the normal operating functions of the Union.

Unused leave shall carry over into the next contract year.

Section B:

Sufficient time off with pay shall be granted any two (2) elected or designated officers of the Union who are covered under this Agreement for the purpose of attending and conducting regular or special meetings of the Union. A twenty-four (24) hour notice shall be given the Chief or Acting Chief of the Division. Where there are two meetings to cover different platoons, a total of no more than two (2) elected or designated employees shall be excused over the two (2) days involved.

Section C:

Union business leave is increased by an aggregate of five (5) tours or 120 hours during the term of this agreement for employees holding state association offices or state association committee appointments. Leave allocated pursuant to this section will not be counted in the two (2) man maximum contained in Section A. Such leave shall be used only as outlined in this section.

Section D:

In addition to the business leave set forth above, the negotiating committee may use a maximum aggregate of 100 man hours with full pay, and not counted as Union

business leave hours, for the sole purpose of preparing for negotiations. This leave may be apportioned among the bargaining unit members at the Union's discretion. The President or bargaining committee chairman will give adequate notice of such times to the Chief or designee. Up to a maximum of six (6) members of the Union negotiating committee shall be granted leave from duty with full pay for all sessions between the City and the Union for negotiating purposes when such meetings are scheduled on the employees duty day. Time used in Section B is charged to the time allocated in Section A. Time used under Section D is not chargeable to the time allocated in Section A.

Section E:

Union Business Leave requests must be initiated by the President of the Union or the President's designee.

ARTICLE 14 - PERSONAL LEAVE

Upon completion of six (6) months of service in the Fire Division and three (3) months of service in a 40-hour job assignment, each employee who regularly works a forty (40) hour week will be entitled to sixteen (16) hours of personal leave during each calendar year. The day shall be used in units of not less than four (4) hour increments, shall not be cumulative, and thus not carried over into the next calendar year.

Except for unanticipated personal emergencies, application in writing for personal leave shall be made in advance, under the same restrictions as vacation scheduling. In cases of emergencies, a shorter time period may be used for such application. If the emergency is such that the application cannot be made in advance, the employee shall notify orally his immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

ARTICLE 15 - SAFETY AND HEALTH

Section A:

The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Fire Division.

Section B:

The company officer shall have discretion to remove apparatus from service if, in his opinion, the mechanical condition of the apparatus warrants removal pending an inspection by a command officer. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Chief of the Division.

Section C:

The City will provide at no cost to the employee such medical tests as are reasonable and necessary with regard to documented job - related exposure to infectious or hazardous agents to the extent such costs are not paid under Worker's Compensation. The results of such tests shall be made available to the employee's physician.

Section D:

The Fire Division shall maintain a safety committee. Its focus shall include a preventative health and infection control program as well as other safety-related issues. The committee shall consist of six (6) members: three (3) appointed by the Chief and three (3) by the President of the Union.

The Chief and President shall each designate one of their respective appointees as Co-Chair. The Co-Chairs shall alternate presiding over the meetings and taking minutes of the meetings.

The committee shall meet at least once each calendar quarter. The committee may seek information from sources outside the committee. It shall make recommendations to the Chief as to implementation. Minutes of the meetings are to be circulated to members of the Fire Division via e-mail by the Co-Chair who has taken the minutes of that meeting.

Section E:

The Chief of the Fire Division will determine the types, quality, and quantity of all equipment issued for use in the Division.

Section F:

There shall be two (2) members from the Fire Division appointed to the City-wide Safety Committee. One (1) shall be designated by the City Manager; the other shall be designated by the President of the Union.

Section G:

One (1) Medic Unit shall respond to working fires as soon as possible and shall remain in service at the scene until released by the officer in charge to respond to another emergency.

Section H:

The City will continue to furnish and maintain the protective clothing required by the Chief under Section E of this Article.

ARTICLE 16 - HOURS OF WORK

Section A:

The Chief of the Fire Division shall divide the fire-fighting force into three (3) platoons, and the Chief shall keep a platoon on duty twenty-four (24) consecutive hours, which shall be known as a tour of duty, after which the platoon serving twenty-four (24) hours shall be allowed to remain off duty for at least forty-eight (48) consecutive hours, except in cases of emergency. On February 29 (Leap Year Day) each platoon will be scheduled to work an eight (8) hour tour.

Section B: Tour Employees

Tour shall be assigned to work an average of approximately 51 hours per week. This average shall be maintained by utilization of 10 E.D.O.s per calendar year.

E.D.O.s shall be for a 24 hour tour.

Section C:

The twenty-four (24) hour duty tour, beginning at 0700, will be retained for the duration of this Agreement, except on Leap Year Day as set forth in Section A above.

Section D: Forty (40) Hour Employees

The normal work week for employees assigned to a forty (40) hour schedule shall be eight (8) consecutive hours, Monday through Friday. Exceptions to the normal schedule may be made in advance by agreement between an employee and the Chief.

ARTICLE 17 - ATTENDANCE

Section A:

In justice and fairness to the City and taxpayers, each employee shall be required to report for all assigned tours of duty on time, shall not leave the job early unless properly relieved, and shall be prompt in reporting to their assigned duties.

Section B:

Each employee shall be responsible for providing transportation to his assigned duty station.

Section C:

In the event there is an emergency at the time of change of shift which takes the off-going unit out of quarters and no Fire Division transportation is available to relieve them, an employee of the oncoming unit who agrees to transport the unit to the scene will be paid one (1) straight time hour's pay times two (2), for the use of his vehicle. Such vehicle will be used to transport the on-coming unit to the scene and return the off-going unit to the station. Payment shall be limited to one vehicle per apparatus crew.

ARTICLE 18 - REPORTING OFF

An employee must request sick leave from the proper authority, between the hours of 0600 and 0630 on the day he is scheduled for duty. This provision shall not prevent an employee from requesting sick leave if he has prior knowledge of the need for sick leave.

ARTICLE 19 - EMERGENCY CALL-IN PROCEDURE

Section A:

The determination of the existence of any emergency situation requiring the call-in of off-duty employee(s) shall be made by the Chief of the Division or by the senior officer acting on behalf of the Chief. That officer may, in emergency situations, recall the requisite employees without resort to the seniority recall list provided for under Article 36 - Recall Procedure.

Section B:

It is understood that employees so called in will be released from duty when no longer needed and that not all those called in need to be released at the same time. Any employee so recalled shall be returned to the station he reported to and will be paid until he signs out, including, but not to exceed, one-half (½) hour to clean up prior to logout if necessary, subject to the provisions of Article 45, § C, but that the Chief or other senior officer in charge shall determine when to release the called-in employees and shall determine which employees shall be released at any particular time.

ARTICLE 20 - TEMPORARY ASSIGNMENT TO HIGHER RANK

Section A:

An employee assigned to a position and responsibility of a higher ranking officer will be compensated at the rate of pay schedule of the higher rank which exceeds the then current pay of the employee assuming the higher position, in the following instances:

1. A tour employee assigned for six (6) or more hours to the position of a higher ranked officer on paid leave.
2. A 40-hour employee assigned for four (4) or more hours to the position of a higher ranked officer on paid leave.
3. A 40-hour employee assigned for eight (8) or more hours to the position of a higher ranked officer assigned outside the city limits.

Section B:

Rosters of each platoon by seniority shall be maintained and when a temporary appointment to a higher rank is required, the senior officer or firefighter shall have first preference to either accept or bypass the appointment provided other qualified employees are available without additional premium pay.

Section C:

The Chief or his designee shall make the selection of a qualified tour employee to serve in a higher ranking position. Only Step F firefighters are qualified to serve as acting lieutenants. Only non-probationary officers are qualified to serve in the next higher officer's rank unless the Chief has certified a probationary officer to so serve upon recommendation of the appropriate battalion chief.

Among qualified tour employees, the order of priority for acting pay positions shall be as follows:

1. Employees regularly assigned to that platoon and that company.
2. Employees on temporary assignment at that company.
3. An employee working a trade.

The acting position shall be offered to qualified employees by seniority within each above category. If the more senior qualified employees within a category decline, the least senior qualified employee within that category shall be assigned. Only if there are no qualified employees within a category shall the position be offered or assigned to employees in the next category.

In accordance with the provisions of Article 11, Section 4, a qualified employee in category 3 above may be appointed to the acting position without compensation if

there are no qualified employees in category 1 and 2.

Section D:

Such temporary duty shall not affect Civil Service promotional eligibility lists.

Section E:

Payments under this article shall be for on-duty periods only.

ARTICLE 21 - PROMOTION TO HIGHER RANK

Section A:

Employees promoted to higher rank shall be placed in the minimum step of the higher class which exceeds the salary rate prior to the promotion by at least \$1,500.00, annually.

Section B:

Promotional exams shall be announced within two (2) months following the time the position becomes vacant if the position is to be filled.

Section C:

Examination announcements shall provide a list of exam components for each position being tested. Such list shall contain a schedule of each component of the exam process. Written exam components will be scheduled no more than one (1) week apart. Oral exams will be given no more than thirty (30) days following the resolution of all appeals of the written exams.

Annually the City shall provide an advance reading list of books for the purpose of studying for future promotional exams. Both parties understand that the actual examination posting may include different editions than the books on the advance reading lists.

The Chief shall provide a minimum of one (1) copy of all material on the reading lists to the President of the Union.

Section D:

Once an eligible list is established for a promoted rank in the Fire Rescue Division and a vacancy occurs in any higher classified rank, the vacancy which ultimately occurs shall be filled from the eligible list provided that the original vacancy occurred 121 days or more before the expiration date of the eligible list. Nothing in this

paragraph shall limit the sole and exclusive right of the City Commission to abolish positions in accordance with the charter.

ARTICLE 22 - GRIEVANCE PROCEDURE

Section A: Procedure

There shall be an earnest and honest effort to settle differences and disputes promptly. If any controversy or difference arises between any employee or employees of the bargaining group and Management and/or the Union and Management with respect to the interpretation or application of this Agreement, or the rights, obligations, or liabilities of the parties herein; as related to wages, hours, fringe benefits, and working conditions, then such controversies or differences shall be handled as follows:

It is to be understood that the time limits imposed in this article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. If the City should fail to respond to a grievance within the timeframe provided for a particular step, the Union may proceed to the next step.

Step 1. Employees are encouraged to attempt to resolve issues, problems, and potential grievances with their immediate supervisor prior to filing a written grievance.

The employee, or group of employees, shall present their grievance in writing to his immediate supervisor and the Chief, or his designee for disposition. This will be done within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) of the time the employee or employees became aware of the alleged grievance. The grievant may, if he or they so desire, be accompanied by a member of the Grievance Committee at this step. The Chief shall reply in writing to the aggrieved within ten (10) calendar days (excluding Saturday, Sunday and City recognized holidays). If the aggrieved employee or employees do not refer the grievance to the second step of the procedure within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2. The grievance, together with all correspondence, shall be submitted to the Chief and Personnel Director or his representative, who shall investigate and hold a grievance meeting within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) after receipt of the grievance. The Chief shall give his answer to the Union and the aggrieved in writing within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) after termination of such grievance meeting. Both the Union and/or its representatives and Management shall have the right to call such witnesses as are necessary to the investigation and

explanation of the grievance. The aggrieved may be represented by two (2) members of the Grievance Committee. If a written notice of intent to file under the arbitration procedure (Step 3) is not received by the Personnel Director from the Union within fifteen (15) calendar days (excluding Saturday, Sunday and City recognized holidays) of receipt of the Chief's second step grievance reply, it shall be considered to be satisfactorily resolved. Grievances involving verbal and written reprimands are not arbitrable.

Step 3. Arbitration/Mediation Procedure. Within ten (10) days of receipt, excluding weekends and City recognized holidays, of written intent to proceed under the arbitration procedure, Management and the Union shall, by joint letter, solicit nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Service or the American Arbitration Association or mutually select an arbitrator from a permanent panel established by the parties. A date for arbitration shall be set as soon as possible in accordance with the wishes of Management, the Union, and the availability of the arbitrator.

After the parties have begun the process of selecting an arbitrator, but before an arbitration hearing is held, a grievant may be referred to mediation by mutual agreement of the parties. The parties may request a mediator from either FMCS or SERB or mutually select a mediator.

The arbitrator shall reduce his award in writing in a timely fashion and state his reasons for reaching the decision. Said award shall be responded to the parties in a period not to exceed an established number of days from the date of hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. The party not receiving the favorable award shall bear the cost of the arbitrator's fees. In the case of a split award, the arbitrator may apportion his fees in a manner he finds equitable by specifying such in his award. Elective costs incurred by a party shall be borne by that party.

Section B: Instruction to Parties

Both parties are encouraged to fully exchange and disclose information regarding the grievance at the earliest possible stage in the proceeding.

Section C: Instructions to Arbitrators

The arbitrator shall not be empowered to rule contrary to, amend, add to, or to eliminate any of the provisions of this Agreement. It is to be understood that the time limits imposed in this article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. In the event either party signatory hereto wishes to avail itself of the procedure herein, it shall initiate its action commencing with Step 2 above.

The arbitrator shall consider each case on its individual merit unless a prior grievance decision or settlement states an intent to establish precedent.

Section D: Appeal

A non-probationary employee aggrieved by the decision of the City Manager or chief with regard to suspension, demotion, or discharge may seek redress through the grievance procedure. In such circumstance, the employee shall initiate the grievance procedure at Step 3, Arbitration. At his option, a non-probationary employee may elect to forego the grievance arbitration process, and may appeal a penalty of suspension, demotion, or discharge through the Civil Service Commission as otherwise provided by law. However, no employee shall be entitled to duplicate redress upon the same incident. If proceedings are initiated by the employee through the Civil Service Commission, the initiation of such a proceeding divests the arbitrator of jurisdiction to consider or determine the appeal of the disciplinary penalty. Probationary employees, as that term is defined in Ohio Revised Code Section 124.27, shall not have access to either the grievance procedure in this agreement or the Civil Service Commission appeal process with regard to decisions involving disciplinary matters during the probationary period. The City retains its right to discipline or remove probationary employees during the probationary period in accordance with Section 124.27 notwithstanding any provision of this Agreement.

Section E: Grievance Investigation

A member of the Grievance Committee or a steward may investigate and process a grievance during on-duty hours without loss of pay. In order to maintain department manpower, the member of the Grievance Committee or stewards will obtain the permission of their Battalion Chief before leaving their assignment to investigate a grievance. Permission of the Battalion Chief will not be unreasonably withheld. Complaints concerning alleged improper withholding of permission will be subject to the grievance procedure. Committee members and/or stewards shall use judgment in deferring action or investigation of grievances when the workload or manpower is critical.

ARTICLE 23 - LABOR/MANAGEMENT COMMITTEE

Section A:

In the interest of sound Labor-Management relations, a joint committee will convene from time to time, but not less than once every 90 days, for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Section B:

The LMC is the appropriate forum for consideration and discussion of issues which arise during the term of this Agreement which are outside the scope of the Agreement. It shall advise the Chief as to the exercise of his discretion in establishing and enforcing policies for the effective and efficient operation of the Division.

Section C:

The City and the Union share a mutual concern for the maintenance and well-being of the Labor-management committee process. Therefore, both parties agree to cooperate in establishing ground rules, scheduling and attending joint LMC training at the earliest possible date following negotiations, and as necessary following subsequent agreements.

ARTICLE 24 - LONGEVITY

Section A:

All employees that are employed as of December 31, 2007 who attain five (5) or more years of service with the City shall be entitled to longevity pay at the rate of One Hundred Dollars (\$100.00) per year of service.

Employees that are hired on or after January 1, 2008 who attain five (5) or more years of service with the City shall receive longevity pay at the rate of fifty dollars (\$50.00) per year of service.

Section B:

Longevity checks shall be distributed on the last bi-weekly payday in November. Longevity eligibility milestone years are based on the date of hire, or for those employees with breaks in service, an adjusted longevity date. If a milestone anniversary occurs during the year, the longevity payment will be calculated and paid at the higher rate. In the event an employee terminates employment prior to the completion of the required duration of service, any overpayment shall be repaid by the employee to the City or deducted from any compensation which may be due him from the City.

Section C:

Employees who resign, are laid off, or retire from City employment will be entitled to any earned longevity pay when the final paycheck is issued; however, employees who are discharged from City employment shall forfeit all rights to longevity payment.

Section D:

Longevity payments shall be included in the base rate only for the purpose of calculating overtime compensation.

ARTICLE 25 - CLOTHING AND PERSONAL EFFECTS ALLOWANCE

Section A:

The City shall assume the cost of furnishing each new recruit with a complete "Class A" uniform as specified in the Rules and Regulations of the Springfield Fire Division upon successful completion of probationary period. The Class "A" uniform shall consist of one (1) top coat, one (1) uniform blouse, one (1) pair of pants of the same material and weight as the blouse, one (1) short sleeve white shirt, one (1) long sleeve white shirt, and one (1) black tie. The City shall also assume the cost of furnishing each new recruit, upon completion of training or fire college, three (3) sets of station wear, two (2) black belts, two (2) pairs of shoes and one (1) uniform hat, all of which shall comply with divisional rules and regulations.

Section B:

After the initial allotment of uniforms as described in Section A and completion of the probationary period, each employee shall be paid an annual uniform allowance in the amount of Eight Hundred Seventy-Five Dollars (\$875.00). One-half (½) of the yearly uniform allowance shall be paid on the second pay in April, for the period of January 1 through June 30, and the second half of said allowance shall be paid on the second pay in October for the period of July 1 through December 31.

Section C:

The City, upon request, will advertise for competitive bids for employees' uniforms so as to make them available to employees at the bid price.

Section D:

The City shall bear the total cost of initial uniform changes mandated by the City. A mandated change is defined as a change in uniform not agreed to by the union.

Section E:

Any purchase of station wear by any individual in the Fire Division shall meet the specifications established by the parties with the approval of the Chief of the Fire Division.

ARTICLE 26 - INSURANCE

Section A: Life Insurance

The City will provide to each employee in paid status group life insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (term life insurance) with a Twenty-Five Thousand Dollars (\$25,000.00) accidental death and dismemberment rider.

Section B: Medical/Hospital Insurance

The City shall make health care benefits coverage available to employees under the City's health care plan, substantially comparable to the plan in effect October 1, 2011, which shall include, at a minimum; the following:

- a. Hospitalization/Surgical Coverage
- b. Diagnostic, X-Ray, and Laboratory Services
- c. Obstetrics Coverage
- d. Prescription Drug Coverage
- e. Hospice and Home Health Care Coverage
- f. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
- g. Mental Health/Substance Abuse Services
- h. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. The City is responsible for amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

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

Section C: Cost Sharing

Employees shall pay, by monthly wage withholding, 10% of the total premium for family coverage or single coverage. The employees' contributions shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income.

Section D: Alternative Program

If an HMO, HMP, PPO, Opt-out or other similar program is implemented by the City during the term of this agreement with regard to any other group of employees, then such program shall be offered to employees covered by this agreement within six months of the implementation of the program. Within 60 days of the City's offer to the Local 333, International Association of Firefighters of such a program, the Local

333, International Association of Firefighters shall notify the City whether its members, as a group, elect to join the new program.

Section E: Study Committee

The City-Wide Health Care Committee shall annually examine various health care concerns including such issues as cost containment, managed care options, opt-out provisions and other general insurance related matters. There shall be two (2) members from the Fire Division appointed to the City-Wide Health Care Committee, appointed by the Union President.

Section F: Dental Insurance

The City and the Union will, in cooperation with other groups of City employees, select an optional dental insurance plan to become effective April 1, 2000. The City shall pay half of the cost of the dental insurance plan, to a maximum of Thirty Dollars (\$30) per month. The balance shall be paid by wage withholding.

Section G: Vehicle Liability Insurance

The City will provide, at its expense, vehicle liability insurance in the amount of \$100,000/\$250,000 bodily injury, and \$100,000 property damage to cover any employee while he is operating a Fire Division vehicle within the scope of his employment with the City. Should the City, by any action, acquire a policy with higher limits, then those limits shall apply to this section of the Agreement.

Section H: - Malpractice Insurance

The City shall provide, at its expense, malpractice insurance for all employees in the amount of One Million Dollars (\$1,000,000.00), per incident, to cover an employee who may be sued for his actions while performing EMT-A or EMT-P duties within the scope of his employment with the City.

If, however, the policy in effect is canceled by the provider and/or the premium for such coverage exceeds the current rate by an amount which exceeds the then current annual inflation rate, the City's obligation under this paragraph shall cease and the City, consistent with the provisions of ORC Section 4765.49, agrees to indemnify properly licensed employees and hold them harmless from liability judgments rendered against them in rendering emergency medical care within the scope of his duties with the City provided that such actions are not willful or wanton.

ARTICLE 27 - VACATION

Section A: Schedule of Earned Vacation

1. All tour employees who have served at least one year in the Fire Division shall thereafter be entitled to leaves of absence by way of vacation periods with full pay, in accordance with the following accrual schedule:

During Year One	4 tours @ 3.70 hours per pay
1+ thru 4 Years	5 tours @ 4.62 hours per pay
4+ thru 11 Years	7 tours @ 6.47 hours per pay
11+ thru 17 Years	8 tours @ 7.39 hours per pay
17 + thru 24 Years	9 tours @ 8.31 hours per pay
24+ Years	10 tours @ 9.24 hours per pay

2. Those employees not working the three (3) platoon system who have served at least one (1) year shall be entitled to leaves of absence, by way of vacation period with full pay, in accordance with the following schedule:

During Year One	10 days @ 3.08 hours per pay
1+ thru 4 Years	12 days @ 3.70 hours per pay
4+ thru 11 Years	15 days @ 4.62 hours per pay
11+ thru 17 Years	19 days @ 5.85 hours per pay
17 + thru 24 Years	22 days @ 6.77 hours per pay
24+ Years	25 days @ 7.70 hours per pay

Section B: Vacation Accumulation

Each employee will be permitted to carry over unused vacation hours into the next calendar year up to a maximum of 340 hours.

Section C: Compensation Upon Separation

Each employee who leaves the employment of the City for any reason will receive payment for earned but unused vacation up to a maximum of 320 hours.

In the event of death of an employee, he shall be paid for earned but unused vacation. Such payment shall be made to the estate of the employee in conformity with the general laws of the State of Ohio.

Section D: Unanticipated Personal Emergencies

Upon approval, each tour employee will be permitted to utilize up to twenty-four (24) hours of accrued vacation leave each calendar year for unanticipated personal

emergencies. Such leave shall be used in units of not less than four (4) hours and shall not be carried over into subsequent calendar years.

Circumstances permitting, application for such leave shall be made in advance and shall be requested only after reasonable effort has been made to secure a trade.

Section E: Conversion of Vacation to Deferred Compensation

An employee accruing at least nineteen (19) days or eight (8) tours of vacation per year shall have an annual option to convert up to eighty (80) hours of vacation into deferred compensation, at the conversion rate of seventy percent (70%), provided the employee maintains a vacation balance of one hundred twenty (120) hours after such conversion.

Payment will be based on the employee's current hourly rate in effect at the end of the last full pay period in July. Payment will be made only in full hour increments, at the time of the last full pay period in August.

ARTICLE 28 - HOLIDAYS

Section A:

All tour employees shall be entitled to 8 tours leave of absence with pay in lieu of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

No restriction will be placed on the utilization of this absence simply because it falls on a holiday.

Section B:

Employees who regularly work a forty (40) hour week will be entitled to twelve (12) paid holidays (this is not in any way to be applied as twelve (12) tours of duty). Holidays recognized are:

1. New Year's Day
2. Martin Luther King Day

3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Work day following Thanksgiving Day
10. Last work day before Christmas
11. Christmas Day
12. Employee's Birthday

Such days of absence may not be cumulative beyond any one calendar year. If the Chief orders a forty (40) hour employee to work a full eight (8) hour day on a holiday listed above, (excluding the birthday holiday) the employee shall be entitled to schedule a substitute holiday to be scheduled by agreement with the Chief.

Section C:

Any employee, following written notification to the Chief, may elect to receive a cash payment in lieu of all or part of his paid annual holidays for any three (3) consecutive calendar years within the four (4) calendar years immediately prior to service retirement eligibility. Such employees who elect to exercise this provision shall be paid for any remaining unused holidays for which he is entitled at the straight-time rate in effect at the end of the last full pay period of the relevant year. Such payment shall be made in January following the calendar year in which the holidays were unused.

Holidays shall not be cumulative beyond any one calendar year.

Section D:

An employee who leaves City employment for any reason shall be paid for holidays that have occurred for which the employee has not been paid or received absence with pay in lieu thereof.

An employee who leaves City employment for any reason during the year, who has received more days off with pay than holidays have occurred, will refund to the City those days overpaid.

Section E:

In the event of death of an employee, he shall be paid for holidays that have occurred for which the employee has not been paid or received absence with pay in lieu thereof.

Such payment shall be paid to the estate of the employee in conformity with the general laws of the State of Ohio.

ARTICLE 29 - SELECTION OF SCHEDULED DAYS OFF

The scheduling of paid leave days shall be made by rank seniority in each platoon, subject to guidelines and limitations established by the Chief for the efficient operation of the Division, after consultation with the union.

In the first round of selections, employees shall schedule one day for each 19 day work cycle in which the platoon is scheduled to work more than 144 hours ("Required E.D.O."). In the second round, employees may schedule up to the number of days which equals the number of remaining E.D.O.s ("Floating E.D.O.") plus the number of days equal to the number of vacation days that employee will accrue during the ensuing calendar year. In the third round, employees may schedule up to 8 additional days.

It is the responsibility of all employees assigned to tour to make themselves available for the selection of Scheduled Days Off, during the selection period. The period of availability shall begin on November 1 of each year and continue until all selections have been completed.

An employee who will be on extended leave and/or unavailable during the selection period may make prior arrangements with their Battalion Chief for the selection of Scheduled Days Off. Prior arrangements may include, but are not limited to:

1. leaving a list of desired selection dates with the Battalion Chief,
2. telephone number to be contacted if different from home telephone,
3. a contact person, who has the desired selections dates.

Should the employee not be available for contact to make a selection for a period of seventy-two (72) hours and/or the employee has not made a previous arrangement for their selection, the employee shall be skipped. Upon contact, the employee shall make their selection of Scheduled Days Off based upon the then available days in that round of the selection process.

An employee holding up the selection process or who has been skipped may contact any on-duty Battalion Chief (or acting Battalion Chief) with their selection of Scheduled Days Off.

General Rule

When an employee is absent from work for a scheduled day off that day shall be charged against leave balances in the following order:

1. If within a 19 day cycle in which the platoon is scheduled to work more than 144 hours, the first day will be charged as a Required E.D.O.
2. Floating E.D.O.
3. Holidays for the current calendar year.
4. Accrued vacation.

Exception

An employee who has given written notice to the Chief that the employee intends to exercise the option under Article 28, Section C, to receive a cash payment in lieu of all or part of the holidays under Article 28, Section A, shall have scheduled days off charged against leave balances in the following order:

1. If within a 19 day cycle in which the platoon is scheduled to work more than 144 hours, the first day will be charged as a Required E.D.O.
2. Floating E.D.O.
3. Accrued vacation.
4. Holidays for the current calendar year.

An employee who has scheduled a day off may elect to work instead of taking that day off, by giving written notice to the Battalion Chief prior to 5:00 P.M. on the previous duty day for that platoon. E-mail notice is not sufficient.

ARTICLE 30 - EDUCATION AND TRAINING

Section A:

The City will reimburse or provide tuition only for training courses as required by the City and which deal directly with firefighting and/or emergency medical skills and techniques. Prior approval of the Chief or his designee is required for such reimbursement. Payment or reimbursement of the above is contingent upon completion of the course and the attainment by such employee of the equivalent of a "C" average or better in said course.

Section B:

Any employee may use, depending on the availability of manpower, vacation time at the rate of three (3) or four (4) hours each to attend class at any institute of higher learning. In the event the number of requests reduces the force below the minimum manpower level, all requests will be granted on the basis of trades.

Section C:

In addition to the provisions of Article 11, Section E, Trades shall be granted by the Chief to accommodate an employee's attendance at an institute of higher learning,

training courses which deal directly with firefighting and/or emergency medical skills and techniques or other educational programs approved by the Chief, not to exceed 192 hours, in not less than four hour increments. An employee utilizing this provision must note such in the initial application.

Section D: Tuition Reimbursement

Employees may participate in the City's tuition reimbursement policy on the same terms and conditions as are available to other City employees generally. The parties acknowledge that funding and reimbursement levels are subject to the City's discretion

ARTICLE 31 – COMMUNICATIONS SYSTEMS

The City agrees to provide Local 333, IAFF access to the following means of communication. Local 333, IAFF shall annually, or as mutually agreed, provide the Chief of the Division with a list of members authorized to promulgate and or distribute official Union communications via the referenced communications means. Any use of City provided means of communications shall be subject to City and Fire Division policies and procedures reference content, language and conduct. The means of communication shall not be used by individual firefighters to post or distribute content that is obviously derogatory to Management. Nor shall Local 333, IAFF, or individual firefighters, post or distribute partisan political information by City provided communications means. Endorsements by Local 333, IAFF communicated to members is not partisan political activity.

Section A: Bulletin Boards

The City shall maintain, at no cost to Local 333, IAFF, one bulletin board, size 3' X 3' per fire station for union business. The bulletin boards shall be displayed in a prominent place in each fire station.

Section B: Phone

Local 333, IAFF may use City established telephone service, provided there is no additional service charge incurred with such use and the use is brief.

Section C: Fax services

Local 333, IAFF may use City established fax machines for distribution of business matters within the Springfield Fire Rescue Division only.

Section D: Interoffice Mail

Local 333, IAFF may use interdepartmental mail services.

Section E: Email

To be considered official communication from Local 333, email shall originate from the Local 333, IAFF email user account.

Section F: Radio

All requests to use the City 800 MHz radio system for official union communications shall be made by an authorized Union member and approved for content by the Chief, Assistant Chief, Battalion Chief or Acting Battalion Chief prior to dissemination. Political endorsements shall not be made via the 800 MHz radio system.

Section G: Firehouse Event Schedule

Local 333, IAFF authorized members may place official union events on the departmental events schedule within the Firehouse information management system.

ARTICLE 32 - LEGAL APPEARANCE

Section A:

Each employee required to appear in court resulting from their duties or to give affidavits, make statements to Police or other investigators, observe line-ups or engage in any other type of legal appearance pertaining to their employment with the City, on other than their regularly scheduled tour of duty shall be compensated at the recall rate as agreed in Article 45. Minimum rate for such duty shall be three (3) hours.

Section B:

Each employee required to appear as a witness in criminal cases which arise out of the performance of their official duties, who have acted properly and in accordance with applicable laws, regulations, and/or work rules shall, at their option, have access to advice from an attorney from the Law Department of the City at no cost to the member. In the event the Law Director rules that a conflict of interest exists, the administration agrees to review claims of firefighters for compensation for reasonable legal fees and if it is determined to be a proper and worthy claim, the administration will forward the claim to the City Commission with a recommendation to compensate the firefighter as a moral obligation.

Section C:

An employee required to appear in Court on behalf of the City while scheduled to be on duty shall be retained in paid status. Any fee paid to said firefighter as a witness by the Court shall be returned to the City.

If an employee wishes to retain the subpoena, he will reimburse the City to the full amount of the witness fee.

ARTICLE 33 - POLITICAL ACTIVITY

Section A:

Each employee who is a registered voter and who is assigned to a twenty-four (24) hour tour of duty on Election Day, who makes an honest effort to vote and is prevented from voting by circumstances beyond his control, shall be granted reasonable time off with pay, upon request, to exercise his right to vote.

Section B:

Employees shall refrain from engaging in political activity while on duty, or while acting in an official capacity. Political activities by employees in the Fire Division may be governed by the City Charter and State or Federal law.

ARTICLE 34 - RESIDENCY

All employees of the Fire Division must reside within Clark County or any County adjacent to Clark County.

ARTICLE 35 - LEGAL REPRESENTATION

Section A:

In the event a civil action is brought against an employee arising out of the proper performance of his official duties, the Law Director, upon request, will review the facts of the incident giving rise to such action, and if it is determined that the defendant acted properly and in accordance with applicable law, regulations, and procedures, the Law Director's office will defend the member in such action, subject to the availability of his staff.

Section B:

In the event defense of a civil action by the Law Director's office is not available, the administration agrees to review claims in behalf of employee for compensation for legal fees for legal action resulting from the legitimate performance of his duty. If, upon review, it is deemed to be a proper and worthy claim, the City will retain counsel to defend the employee at its expense.

Section C:

In the event that a claim is brought against an employee which falls within the scope of an insurer's duty to defend under an insurance policy required under this Agreement, counsel provided by the insurer fulfills the City's obligations set forth in Sections A and B.

Section D:

The City's obligations under Sections A - C above are in addition to its duty to defend and indemnify under applicable state law.

ARTICLE 36 - RECALL PROCEDURES

Section A: Overtime

Determination of manpower levels is the prerogative and responsibility of the Chief. The selection of off-duty employees to maintain or augment manpower for operational purposes shall be in accordance with the following procedure. The following procedure does not apply to continuing education, paramedic training and other paid hours other than for direct provision of services. Recall for the purpose of responding to an emergency (i.e. multiple alarms) shall not be subject to this procedure.

Section B:

1. Recall List - A recall list shall be maintained for each rank of the Division. Additional lists may be maintained by identified certification levels to promote the appropriate selection and assignment of personnel to fill vacancies as covered by this article.
 - a) Recall lists will be maintained with the employee having the lowest number of hours at the top of the list.
 - b) On the following dates: January 1, April 1, July 1 and October 1, all accumulated recall hours will be adjusted to zero (0) on each list and each successive position on the lists maintained as it existed at the time of adjustment.

- c) Any employee may notify the Chief of the Division, in writing, of a desire to be removed from active status on the recall list. Such notification shall remain in effect for the duration of that quarter. Such notice shall not exempt the employee of responsibility to respond to recall issued under Article 19 Emergency Call-In Procedure.

2. Recall

- a) Recall will be on a voluntary basis beginning at the top of the applicable list until such time as at least one attempt to contact all personnel in a given rank and/or certification has been completed and a vacancy remains.
- b) If a member refuses the recall or fails to answer when called, the amount of time allotted to that recall attempt will be charged to the member's accumulated hours.
- c) If a member works the recall, the amount of time worked will be charged to the member's accumulated hours.
- d) Recall shall begin by exhausting the on-duty personnel of the preceding platoon. Such recall contacts shall be by the order of those on-duty personnel within the appropriate rank and/or certification on the established recall list. Recall shall proceed to all other eligible personnel within the appropriate ranks and/or certification once the on-duty personnel list is exhausted and continue by order on the established recall list.
- e) Any personnel contacted to fill recall positions available, shall be given the opportunity to select from all available recall positions commensurate with that rank and/or certification.
- f) Having exhausted one complete attempt to contact all personnel in the appropriate rank, and/or certification of the existing Recall list(s), the last contact on the list shall be ordered in.

3. Refusal Exceptions - Employees who are on sick leave, injury leave, funeral leave, union business leave, military leave, are working a trade or involved in a meeting with the City, attending job related training or classes, or are on vacation, or are ineligible per subsection 15 below, and who identify such leave status on contact, shall not be charged for refusing a recall. In addition, employees who will be eligible to retire based on age and years of service, and who have made such declaration to the Chief, may refuse recall without being charged for the hours. This exception shall be limited to three (3) calendar years even in cases where an employee changes the planned retirement date.

- a) For the purposes of this article, holiday, vacation and EDO leave shall be defined as a period limited to the actual assigned platoon duty day (24 hour period) for which the leave is scheduled.

- b) For the purposes of this article, sick and injury leave shall be defined as the period extending from the report of sick/injury leave absence or modified duty status to the report of sick/injury leave or modified duty release and intent to return to full duty status.
 - c) For the purposes of this article, all other leave, job-related training or meeting status shall be for the actual period scheduled.
4. Scheduled Days Off - An employee on vacation, E.D.O., or holiday leave may be recalled on any day except his regular scheduled day off.
 5. Paramedics - Only an employee with a paramedic certification will be recalled to fill a vacancy. Such employee may also be recalled to fill a firefighter vacancy.
 6. Forty (40) Hour Employees - Recall of forty (40) hour employees will be to fill the position with an employee with a like position.
 7. Haz-Mat Team Members - Available Haz-Mat certified employees will be recalled first to provide required manpower at a haz-mat incident.
 8. Hold Over - Employees may be ordered to remain after scheduled shift change until a relief can be recalled. The holdover hours will be offered by company seniority. All refusals will be charged. If the offered hours get to the junior man, he has no refusal rights. Employees held over will be paid at the existing overtime rate. Such holdover hours shall be added to the employee's total accumulated hours.
 9. Prior to Recall - Vacancies may first be filled by reassignment of qualified personnel from the duty platoon.
 10. Recall After Midnight - Any recall after midnight shall be filled with personnel from the company where the vacancy occurred. Only if no employee assigned to that company is contacted shall employees from other companies be contacted.
 11. Time of Recall Exception - The City may dispense with recall if the expected duration of the recall is three (3) hours or less.
 12. Twenty-four (24) Hour Recall - A 24 hour recall will be broken up in twelve (12) hour increments.
 - a) If recall arises after 1700, said recalls can be filled with one recall.
 - b) If an undetermined amount of recall is refused, the total number of hours work will be charged to refusals.
 Example: If recall would last 10 hours, refusals will be charged

10 hours.

- c) When manpower is such that an officer's rank is filled by an "Acting Officer" and during the 24-hour tour that position is vacated dropping the manpower below minimum requirements because of Sick Leave, Injury Leave, or other emergencies, that position shall be filled with an officer of that particular rank.
 - d) After calling through any rank and/or certification and making only one (1) contact to work a twelve (12) hour increment, this same contacted person shall be offered any remaining hours. A refusal of the excess hours shall not be charged.
 - e) Having exhausted like-rank notification, on duty company seniority shall take precedence to fill any acting position.
 - f) Recall openings shall be filled according to the rank and/or certification of the person creating the vacancy, except when the maximum allowable number for scheduled days off (per guidelines) creates recall, in which case recall according to the highest rank required shall occur.
13. a) New Employees - New employees joining the division shall be placed on the recall list. At the time being placed on the list they shall be credited with the same number of hours, plus one of the highest total hours of any other employee on the list.
- b) New Paramedics - Newly certified paramedics shall be given the same number of hours, plus one of the highest total hours of any other employee on the paramedic list.
14. List Position – The current position of all employees on the various recall lists shall be maintained and displayed via the departmental computer system.
15. 60 Hour Limit - An employee will not be eligible for recall if the effect would be to cause an employee to be on duty for more than 60 consecutive hours, without a non-working period of at least 8 consecutive hours. Ineligibility under this provision does not constitute a refusal.

ARTICLE 37 - AGREEMENT PRINTING

The City and the Union will each receive duplicate originals of the executed agreement. Each party may make as many copies as it deems appropriate. The Union shall be responsible for distributing copies to the employees.

ARTICLE 38 - JOB OPPORTUNITIES AND SCHOOL ASSIGNMENTS

Section A:

The City shall make assignments not governed by Civil Service procedures and schooling assignments, other than routine training required for all employees, known to employees of the Fire Division by posting notices of same in each fire station at least ten (10) days before selection is to be made. Each notice shall specify how employees are to indicate their interest to the Chief. If, due to unforeseen circumstances, the City is unable to post the opportunity ten (10) days in advance, the ten (10) day period may be waived or shortened upon notice to the Union President.

Section B:

Appointments to assignments not governed by Civil Service procedures will be made by the Chief of the Division, who will consider aptitude, skills, job knowledge, performance records and physical ability in making such assignments. The Chief shall post the required certifications and any assessment processes that will be considered in the selection of an employee to fill these assignments. A change from previously posted required certifications will be used in making assignments only if the change has been announced at least ninety (90) days prior to the appointment. In cases where the qualifications and assessment results are substantially equal among applicants, seniority of the employees applying for the assignment will be used in making the selection. In cases where an appointment is unique to a particular rank, rank seniority will be utilized. In all other cases, division-wide seniority shall be utilized. The Chief shall post a notice of each appointment in each station, as it is made.

Section C:

School assignments (other than routine training or schooling required for all firefighters) will be made by the Chief of the Division. Aptitude, skills, job knowledge, performance records, and physical ability, as well as the anticipated benefit to both the employee and the Fire Division, will be considered in making such assignments. In cases where the employees seeking such assignments have substantially equal qualifications, Division-wide seniority will be used to select the person to attend. The Chief shall post a notice of each school assignment in each station as it is made.

An employee who attains job-related certification(s) as a result of training provided by the Division shall maintain such certification(s) for a time period established by the Chief. The time period applicable to an employee who has applied for the training necessary for the certification shall be as established by the Chief at the time of the application. In other cases, the time period shall not exceed four (4) years. If maintenance of the certification(s) is not available at the Division's expense, the employee shall be released from the recertification requirements.

ARTICLE 39 - MAINTENANCE OF QUARTERS AND EQUIPMENT

Section A:

Each employee will perform routine interior housekeeping and maintenance tasks in and around fire stations. Employees will also continue to perform routine outside maintenance tasks with proper needed equipment provided by the City.

Section B:

Members of the Springfield Fire Division will be required to perform house cleaning duties on an annual basis only in areas where they stand watch, living areas, class room and physical fitness room and shall not be required to do annual house cleaning in the basements, on the apparatus floor area, mechanical rooms or hose rooms.

Section C:

Members of the fire suppression companies shall not be required to clean, on a regular basis or annually the administrative and staff offices.

Section D:

Routine snow removal from ramps will not be performed by employees unless a condition exists which would prevent their immediate response to an emergency.

ARTICLE 40 - MISCELLANEOUS

Section A: Policies and Procedures

A copy of all policies and procedures issued by the Chief applicable to the employees shall be distributed to the Secretary of the Union at his Fire Division assignment.

Section B: Insurance Policies

The City shall provide the Union with an up-to-date copy of all insurance policies covering bargaining unit employees.

Section C: Fire Division Badge

Upon retirement from the Division, members will be permitted to keep the breast badge at no cost. If the City, in its sole discretion, shall elect to make a mandatory

change in badge design, employees will be permitted to keep the outmoded breast badge at no cost.

Section D: Cellular Phones

Provided an employee has notified the Chief in advance, cellular phones may be used in lieu of traditional telephone service for the purpose of notification for recall or emergency call-in.

ARTICLE 41 - STRIKES AND LOCKOUTS

Section A:

There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employees shall participate in any such activities.

Section B:

There shall be no lockouts.

ARTICLE 42 - EMERGENCY WAIVER

Section A:

In the event an emergency is proclaimed by the Mayor as set forth by Section 115.01 of the Codified Ordinances, the Chief of the Division may, after the declaration of an emergency, make such work assignments within the recognizable scope of Fire Division Skills, as he deems necessary, without regard to employee classifications within the fire division, overtime limitations, or seniority.

Section B:

Upon termination of the emergency, grievances that occurred during the emergency will be considered as occurring on the termination day and processed in accordance with provisions outlined in the grievance procedure in Article 22. Deadlines for disciplinary actions and grievance processing shall be similarly extended.

ARTICLE 43 - SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be declared invalid by any court of competent jurisdiction or by reason of any existing or

subsequently enacted state or federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of the new laws will be discussed. The remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 44 - WAGES

Section A: Schedule of Rates:

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule for the contract period. Each step on the wage schedule represents twelve (12) months of satisfactory employment.

Section B: Paramedic Certification

Employees certified as paramedics on the effective date of this Agreement shall maintain their certification during the term of this Agreement.

Section C - Deferred Compensation

The City shall continue the deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes. The plan shall continue until the contract expires, or such treatment is no longer available under federal and state income tax law.

ARTICLE 45 - OVERTIME

Section A:

Employees assigned to twenty-four (24) hour tours or forty (40) hour week assignments shall be paid at appropriate overtime rates for all hours worked in excess of their regular schedule. Overtime other than recall shall be paid in quarter-hour increments. The tour rate will be used for the purpose of computing sick leave, hourly overtime, and vacation for the tour employee. The eight (8) hour tour on Leap Year Day as set forth in Article 16, §A shall not be considered hours worked in excess of the regular schedule.

Section B:

Subject to the limitations of the Fair Labor Standards Act, an employee regularly assigned to a 40 hour position, or any employee temporarily assigned to a 40 hour position, or any employee whose duty assignment precludes their ability to utilize

trades as outlined in Article 11, shall have the option of receiving overtime pay or of accruing compensatory time at time and one-half. Such compensatory time may only be used with the approval of the Chief following two (2) tours or three (3) days advance notice in any increment of whole hours which exceeds two (2) hours. Employees utilizing the compensatory time process may accrue up to a maximum of eighty (80) hours. All earned overtime beyond the 80-hour accrual will be paid as overtime. The 80-hour accrual maximum may be carried from one year into the next.

Section C:

Employees recalled at a time disconnected from their regular shifts shall be paid a minimum of three (3) hours pay at time and one-half the employee's hourly rate. Each tour employee recalled for duty on a City recognized holiday as defined in Article 28, Section A, shall be paid at two (2) times his/her regular hourly rate. Forty (40) hour employees recalled for duty on a City recognized holiday as defined in Article 28, Section B, shall be paid at two (2) times his/her hourly rate.

ARTICLE 46 - DRUG TESTING

The City may require an employee to submit to drug and alcohol testing in accordance with the City's then-existing Drug and Alcohol Policy in the following circumstances:

- A. prior to employment;
- B. upon reasonable cause;
- C. following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol;
- C. prior to and after return from duty after failing a drug test;
- D. after completion of rehabilitation treatment;
- F. as otherwise required by law; or
- G. at the request of the employee.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services or such other laboratory agreeable to the City and the Union. The program will require that all reasonable methods be utilized to protect the dignity and privacy of employees and maintain confidentiality.

Randomly selective testing will not be conducted on employees in the bargaining unit.

The City shall bear the cost of testing required by the City.

ARTICLE 47 - TERM OF AGREEMENT

Section A:

This Agreement shall become effective November 1, 2011. This Agreement shall remain in full force and effect through October 31, 2014.

Section B:

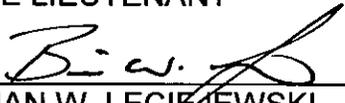
In the period beginning one hundred twenty (120) days prior to the expiration of the Agreement and ending ninety (90) days prior to the expiration of this Agreement, either party may notify the other of its intent to negotiate a successor Agreement. Such notice shall be written and shall be delivered either to the City Manager or the President of the Union. Each party shall engage in good faith efforts to reach a negotiated settlement of a successor Agreement. Should an impasse result during the negotiation of a successor Agreement, the mandatory provisions of Chapter 4117 of the Ohio Revised Code, as are then effective as to the City of Springfield, Ohio, shall be implemented to resolve such impasse.

IN WITNESS WHEREOF, the City of Springfield, Ohio, a municipal corporation, and the Local 333, International Association of Firefighters, an unincorporated association, through their authorized agents, have hereunto set their hands this 4th day of November, 2011.

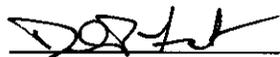
LOCAL 333, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



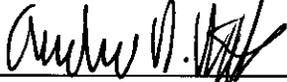
KENNETH L. DOVER
COMMITTEE CHAIRMAN
FIRE LIEUTENANT



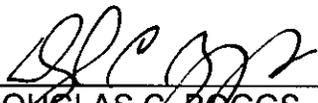
BRIAN W. LECIEJEWSKI
PRESIDENT, IAFF LOCAL #333
FIRE LIEUTENANT



DANIEL P. FAUST
FIRE LIEUTENANT



ANDREW D. RIGSBEE
FIREFIGHTER/PARAMEDIC



DOUGLAS C. BOGGS
FIREFIGHTER/PARAMEDIC

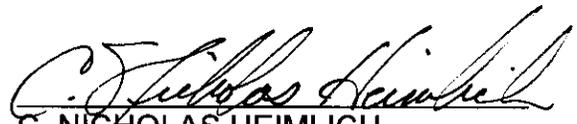


KEVIN D. SANDERS
FIREFIGHTER/PARAMEDIC

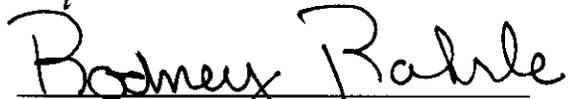
THE CITY OF SPRINGFIELD, OHIO



JAMES A. BODENMILLER
CITY MANAGER



C. NICHOLAS HEIMLICH
FIRE CHIEF



RODNEY L. RAHRLE
ASSISTANT FIRE CHIEF



BRIAN D. MILLER
ASSISTANT FIRE CHIEF



JEROME M. STROZDAS
LAW DIRECTOR



JEFFREY G. RODGERS
PERSONNEL DIRECTOR

SCHEDULE A

CITY OF SPRINGFIELD, OHIO
 FIRE RESCUE DIVISION PAY SCHEDULE
 EFFECTIVE THROUGH OCTOBER 31, 2014

CLASS TITLE	GRADE/STEP	HOURLY RATE	TOUR RATE	BIWEEKLY RATE	ANNUAL RATE
FIREFIGHTER/ PARAMEDIC	1M A	20.4183	16.0144	1,633.46	42,470.09
	1M B	21.7609	17.0673	1,740.87	45,262.60
	1M C	22.8248	17.9018	1,825.98	47,475.58
	1M D	23.9824	18.8098	1,918.60	49,883.49
	1M E	25.3198	19.8587	2,025.59	52,665.27
	1M F	26.3399	20.6587	2,107.19	54,786.89
LIEUTENANT	2M A	--	--	--	--
	2M B	--	--	--	--
	2M C	--	--	--	--
	2M D	27.8864	21.8717	2,230.91	58,003.75
	2M E	29.0233	22.7634	2,321.87	60,368.51
	2M F	30.2080	23.6925	2,416.64	62,832.61
CAPTAIN	3M A	--	--	--	--
	3M B	--	--	--	--
	3M C	--	--	--	--
	3M D	--	--	--	--
	3M E	31.6204	24.8003	2,529.63	65,770.37
	3M F	33.1732	26.0182	2,653.86	69,000.27
BATTALION CHIEF	4M A	--	--	--	--
	4M B	--	--	--	--
	4M C	--	--	--	--
	4M D	--	--	--	--
	4M E	34.7269	27.2368	2,778.15	72,231.88
	4M F	36.4358	28.5771	2,914.86	75,786.37