



CITY OF TROTWOOD

and

**TROTWOOD PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 4024**

**COLLECTIVE BARGAINING AGREEMENT
(Fire and Rescue)**

SERB No. 2012-MED-10-1232

January 1, 2013 to December 31, 2015

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THIS AGREEMENT WAS MADE AND ENTERED INTO by and between the City of Trotwood, Ohio hereinafter referred to as the "City" and the Trotwood Professional Firefighters, IAFF Local 4024, hereinafter referred to as the "Union."

ARTICLE 1
PURPOSE / COOPERATION

Section 1.1. The purpose of this Agreement is to establish the wages, hours, fringe benefits, terms and conditions of employment, and agreed-to-working conditions for all employees represented by the Union and to provide for the peaceful adjustment of differences which may arise.

ARTICLE 2
RECOGNITION

Section 2.1. As the result of the procedure established for recognizing employee organizations, and the certification issued by the State Employment Relations Board in Case No. 00-REP-03-0053 and as amended in Case No. 06-REP-03-0027, the City recognizes the Union as the certified employee organization and the exclusive negotiating spokesman of full-time employees in the Trotwood Fire Department in the following classifications:

Included: Firefighter/EMT; Firefighter/Paramedic; Lieutenant

Excluded: Fire Chief, Battalion Chief, and all Part-Time Staff

In the event that new full-time job categories are created in the Fire Department that would be deemed appropriate for inclusion into the bargaining unit under Ohio Rev. Code 4117 and regulations of the State Employment Relations Board, the parties shall meet to negotiate an appropriate wage rate for said position(s) if not already included in this Agreement and if the parties are not able to agree, the matter shall be referred to arbitration.

Section 2.2. No employee covered by the provisions of this Agreement shall be required, as a condition of employment, to acquire and/or maintain membership in the Union.

Section 2.3. The Union recognizes the City Council of the City as the elected representatives of the citizens of the City of Trotwood, and the City Manager as the appointed chief executive employee and chief negotiating spokesperson of the City of Trotwood, Ohio, consistent with the laws of the State of Ohio.

Section 2.4. The City and the Union recognize the requirement to provide uninterrupted services to the citizens of the City of Trotwood, Ohio and said services must be provided in the most efficient manner and at the least possible burden to the citizens of the City of Trotwood, Ohio.

ARTICLE 3
GENDER AND PLURAL

Section 3.1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the

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

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. There shall be no unlawful discrimination by the City or the Union against any employee on the basis of such employee's membership or non-membership in the Union. The provisions of this Agreement shall be applied equally to each employee in the bargaining unit without discrimination on the basis of sex, religion, ancestry, age, race, color, national origin, disability/handicap, military status, genetic information and union activity to the extent protected under applicable state and federal law. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 5 **MANAGEMENT TERMS AND RESPONSIBILITIES**

Section 5.1. The City retains all rights except those that this Agreement specifically and expressly provides to the contrary. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: The selection, transfer, assignment, promotion and layoff of fire and rescue personnel, the termination of probationary personnel; the termination for just cause of other personnel; the making, amending and enforcement of reasonable work rules and regulations, including the right to establish the workweek of employees; the securing of the revenues of the City, and exercise of all functions of government granted to the City by the State Constitution, the City Charter and the statutes of the State of Ohio, the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of personnel required; the establishment of training programs and upgrading requirements for employees; the establishment of and the changing of work schedules and shift assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City may determine to be necessary for the orderly and efficient operation of the City and the determination of the size and composition of the work force including the use of part-time personnel.

In the event that the Employer contemplates the subcontracting of work from the Fire Department to an outside third party that would result in the layoff of any employee covered by this Agreement, the Employer shall provide at least 30 days prior written notice to the Union and meet with the Union upon request to examine alternatives to the proposed subcontracting and the effects upon the affected employee(s). Final decision as to the subcontracting shall remain with the Employer.

Section 5.2. The Employer has the right to establish reasonable work rules, policies and procedures to regulate employees in the performance of their job. To the extent any work rules, policies, and procedures and general orders have been or will become reduced to writing, each

shall be posted at a conspicuous location at the Department. The Union shall be provided with a copy of the same. Except in cases of emergency or when waived by the Union the posting of the rule, policy or procedure shall occur at least seven (7) days prior to its effective date.

ARTICLE 6

PROHIBITION OF STRIKES AND LOCKOUTS

Section 6.1. Neither the Union or any employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operations of the City during the term of this Agreement. The Employer shall not lockout any employees during the term of this Agreement and the Union shall have all rights at law and equity to prevent such action. In addition to other rights and remedies prescribed by law, the City shall have the right to discipline employees violating this section, and no such discipline may be set aside unless the employee is found innocent of any violation of this section. This section shall not deny the Union's right to grieve on behalf of the disciplined non-probationary employees. However, nothing in this section shall preclude the City and Union from negotiating a settlement regarding any disciplinary action which was taken as a result of an employee(s) violation of this section, when it is determined by the City to be in the City's best interest to negotiate such a settlement.

Section 6.2. If there is an unauthorized strike, work stoppage, interruption or impeding of work, or other job actions by members of the bargaining unit designed to change the course of or influence the negotiation process, the Union together with its employees and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employers, that said strike is not authorized and that work shall be continued. Employees engaged in such activity as defined herein shall be subject to appropriate discipline.

ARTICLE 7

DUES DEDUCTION

Section 7.1. During the period this Agreement is in effect, the City will deduct the regular Union dues, initiation fees and general assessments from the wages of employees who individually and voluntarily authorize and direct such deduction in writing. Such deduction shall be made bi-weekly and shall be promptly forwarded to the Union using such methods as are mutually agreed upon, including direct deposit.

Section 7.2. No employee covered by the provisions of this Agreement shall be required as a condition of employment to pay to the Union, its representatives, agents, or assignees any sum of money for any purpose, including but not limited to dues, assessments or contributions.

Section 7.3. The City shall be relieved from making individual dues deduction payments to the Union when a member: (1) resigns or is separated from City employment; (2) is laid off from City employment; (3) provides written revocation of dues deduction authorization to both the City and the Union; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; or (5) at any time when dues are otherwise due, fails to receive sufficient

wages to make all legally required deductions in addition to the deduction of Union dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

Section 7.4. Each person who is (1) a bargaining unit member on the ratification date of this Agreement or who becomes a member during its term and (2) has completed sixty (60) days of employment shall maintain membership in the Union for the duration of the Agreement or, in lieu thereof, pay a fair share fee by mandatory payroll deduction in accordance with the specification of Section 4117.09(C) of the Ohio Revised Code. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) on a bi-weekly basis, and paid to the Union in accordance with this article. The Secretary/Treasurer of the Union shall certify to the City the amount that constitutes said fair share which shall not exceed the dues and financial obligations uniformly required by members of the Union.

The Union shall prescribe a rebate and challenge procedure, which complies with ORC Section 4117.09(C), federal law, and any judicial decisions interpreting such laws, including, but not limited to an adequate explanation of the basis for the fair share fee, a reasonably prompt opportunity to challenge the amount of the fee before an impartial decision maker, and an escrow for the amounts reasonably in dispute while such challenges are pending.

Section 7.5. Except as provided in sections herein Article 7, the Union agrees that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Agreement regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City and its agents harmless from any claims, actions or proceedings including the defense thereof, by any employee arising from deductions made by the City pursuant to this article. If requested, the Union shall provide its legal counsel at no cost to the City and/or its agents to defend the City and/or its agents in any claim, action, or proceeding. Once the funds are remitted to the Union each month by the City, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.6. Grievance: A bargaining unit member shall not utilize the grievance procedure as set forth in Article 10 of this Agreement to challenge the deduction of the fair share fees.

ARTICLE 8

UNION BUSINESS

Section 8.1. The Union shall select an Executive Committee of up to five (5) members for the purpose of conducting Union business. Said employees shall be certified to the City Manager in writing by the Union.

Section 8.2. In case of disciplinary action or grievance involving lower levels of discipline or a non-disciplinary matter, one of the members of the Executive Committee shall be allowed reasonable time without loss of pay to investigate a disciplinary action and/or other grievance matter and consult with the City in the processing of the disciplinary action and/or grievance, if he first receives permission from his command employee. Such investigation may be undertaken at any time provided work assignments are not interfered with and can be conducted prior to the

conduct of a predisciplinary hearing. The City may, but is not required to, defer imposition of discipline while such investigation is underway. Such permission will not be unreasonably denied. The City agrees to cooperate with the Union in conducting an investigation of a grievance.

Section 8.3. The City shall provide a reasonable opportunity for the Union to participate during the orientation of new employees to permit the Union to provide information concerning Union membership. The Union shall furnish the City with a current copy of its Constitution and By-laws upon request from the City.

Section 8.4. All members attending Union meetings shall attend said meetings during hours when they are not regularly scheduled to work. Members on duty may attend a meeting at a location within the City with prior notice to and consent from the Fire Chief or his designee provided sufficient manpower remains on call and is available to provide emergency response services and personnel in a meeting shall be subject to emergency call; and further, that no employees shall be absent from duty to attend such a meeting for more than one (1) hour which times may be extended by the Fire Chief or his designee.

Section 8.5. An International representative of the Union may consult with the employees at the work site before the start of and at the completion of the shift. With the consent of the Fire Chief or his designee said representative(s) shall be permitted access to a meeting room mutually agreed upon by the Union and Fire Chief or his designee at all reasonable times for the purpose of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that the work assignments are not in fact interfered with. The consent of the Fire Chief or his designee shall not be unreasonably withheld. An Executive Committee member shall have the privileges accorded to the Union International representative when it is known that the International representative will be unavailable.

Section 8.6. The Union Local shall provide to the Employer an official roster of its officers and Executive Committee which is to be kept current at all times and shall include the following:

1. Name
2. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 8.7. The Union shall be permitted to supply and maintain a file cabinet in such location as is mutually agreed upon by the Union and Fire Chief or his designee for purposes of keeping Union records in a central, accessible location.

ARTICLE 9 **DISCIPLINARY ACTION AND APPEALS**

Section 9.1. Discipline involving suspension or termination shall be subject to Article 10 – Grievance Procedure and Article 11 – Arbitration Procedure.

Section 9.2. Discipline shall be applied in a corrective, progressive, reasonable and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's prior history of discipline and the employee's record of performance and conduct. The concept of "progressive discipline" normally involves a progression through documented employee counseling, verbal reprimands, written reprimands, suspension and termination, however the severity of the offense may require the imposition of more severe discipline on a case by case basis. The maximum suspension that may be imposed by the Fire Chief is 24 hours. Any suspension in excess of that amount requires the approval of the City Manager.

In the event that the similar offenses are subjected to unreasonably inconsistent levels of discipline that vary from supervisor to supervisor, the parties will meet at the Union's request to address the Union's concerns and to either make the application of such discipline reasonably consistent or to implement a procedure whereby a predisciplinary conference is held prior to the imposition of more severe discipline. If a predisciplinary meeting is held with the Fire Chief and a grievance is subsequently filed, the processing will commence at Step 2 of the grievance procedure.

Section 9.3. Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off, suspension or removal, a predisciplinary conference between the Employer and the employee and an Executive Committee member of the Union shall be arranged. If the employee elects not to have a representative present, such waiver shall be in writing. This conference shall be scheduled not earlier than 24 hours after the time the employee is notified of the discipline and the predisciplinary conference, however, upon request the conference can be rescheduled for reasonable periods of time to permit the Union additional time to investigate the matter or to obtain representation. The employee may have an Executive Committee member plus the International representative present at the predisciplinary conference. The employee shall be responsible to notify his representatives. The Employer may have additional personnel present at the predisciplinary conference.

Section 9.4. In the event of an accusation of serious misconduct an employee may be placed on paid administrative leave pending the holding of a predisciplinary conference.

Section 9.5. An employee who receives disciplinary action subsequent to the predisciplinary conference referenced above shall be given written notice regarding the reasons for the disciplinary action.

Section 9.6. Complaints from third parties which may result in disciplinary action must be in writing and signed by the complainant. The employee will be notified of the complaint by the City upon commencement of an investigation. The notification to the employee may be delayed in the event that the matter involves bona fide investigation of criminal conduct by the employee. Prior to any questioning of the employee, the employee will be notified of his right to be represented by legal counsel and apprised of his rights concerning statements made by him. The City shall follow the procedure set forth in its Personnel Manual Appendix C in effect as of the date of this Agreement in processing complaints by third parties against employees covered by this Agreement.

Section 9.7. Employees may review their personnel file at reasonable times upon written request. Employees may request, through their supervisor that the individual responsible for their personnel file remove inaccurate materials from their file. If the individual declines the request, the employee shall have the right to have a memorandum attached to the document in question, stating the employee's concerns. An employee's medical records shall be confidentially maintained in accordance with applicable state and federal law.

Section 9.8. All actions of record will be maintained in each employee's personnel file throughout his period of employment, with the exception that any of the following records will be removed from the file upon the request of the employee, according to the following schedule:

- A. Documented Employee Counseling Reference to verbal counseling shall be removed from the personnel file maintained by the Employer after three (3) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within three (3) months of the verbal counseling.
- B. Documented Verbal Reprimand. A verbal reprimand shall be removed from the personnel file maintained by the Employer after six (6) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within six (6) months of the verbal reprimand.
- C. Written Reprimand. A written reprimand shall be removed from the personnel file maintained by the Employer after 12 months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within one (1) year of the written reprimand.
- D. Suspension. A suspension shall be removed from the personnel file maintained by the Employer, at the employee's request, after two (2) years of the suspension. No records regarding prior discipline or performance evaluation may be used in connection with disciplinary or promotion/retention related matters unless such records are maintained in personnel files that as of the effective date of this Agreement have been identified and are readily accessible to the employee for inspection upon request.

Section 9.9. The commencement of the taking of disciplinary action¹ or notification that asserted charges/complaints are unfounded shall occur within (a) thirty (30) calendar days after the completion of an investigation of the matter or (b) within sixty (60) days after the incident at issue first comes to the attention of the Fire Chief whichever is the earlier. In the event that the Fire Chief or his designee determines that additional investigation into a potential disciplinary matter is warranted he may extend the above referenced time periods by an additional sixty (60) days upon notice to the employee and the Union. Upon the commencement of disciplinary

¹The commencement of the taking of disciplinary action can include (i) a notice of referral to the City Manager for suspension or discharge, (ii) the notice of discipline being immediately imposed; (iii) the notice of the scheduling of a predisciplinary conference; or (iv) the notice of discipline to be imposed at a reasonable date in the future. Once the discipline is determined it shall be imposed within thirty (30) calendar days unless otherwise extended by mutual agreement of the Fire Chief and the employee being disciplined.

action, and reasonably prior to any hearing(s) conducted therewith, the employee shall be entitled upon request to copies of such internal documents as may constitute "public records" under R.C. §149.43 which are being utilized in connection with said disciplinary proceedings.

Unless a matter involves criminal activity or has been deliberately concealed, an employee shall not be disciplined for matters which occurred more than 18 months prior to serving disciplinary charges upon him.

Section 9.10. At any disciplinary meeting, the Executive Committee member shall be furnished copies of those written records and/or documents which are presented to the employee.

Section 9.11. For purposes of this Agreement, use of the term "days" shall mean "calendar days" unless otherwise specified.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1. Grievance Defined. A grievance, under this agreement, is a written dispute, claim, or complaint arising under or during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement, including wages, benefits and working conditions. Grievances involving disciplinary action shall be handled in accordance with Article 9 of this Agreement. Probationary employees shall not be entitled to grieve matters involving discipline or discharge. Disputes over an issue that involves more than one (1) employee may be filed as a "group" or collective grievance rather than requiring separate grievances.

Section 10.2. Timeliness of Grievance. All grievances must be filed, in writing using approved IAFF forms, within fourteen (14) calendar days after occurrence of the circumstance given rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 10.3. Within the time limits provided herein, the grievant shall obtain an approved grievance form from the IAFF and shall first consult with a member of the Executive Board of Local 4024 for input on the issue and for assistance in completing the grievance form.

Section 10.4. All employees are encouraged to discuss any problems with their supervisor to see if the problem can be resolved prior to the filing of a grievance.

Section 10.5. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. The time limits specified for either party may be extended only by written mutual agreement.

Step 1: If the dispute is not resolved informally, it shall be reduced to writing by the grievant and presented as a grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the facts giving rise to the grievance. The Fire Chief shall give his answer within fourteen (14) calendar days of the date the grievance is received. Failure to timely respond shall automatically advance the grievance to the next Step.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Manager within fourteen (14) calendar days from the date of the rendering of the decision of Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager, or his designee in his absence, shall convene a hearing within fourteen (14) calendar days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his Union representative within fourteen (14) calendar days from the date of the hearing. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 11

ARBITRATION PROCEDURE

Section 11.1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within seven (7) calendar days after the rendering of the decision at Step 2, the grievant may submit the grievance to arbitration. Within this seven (7) day period, the parties may either meet to mutually agree upon an arbitrator or the Union may promptly request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators including only arbitrators from Ohio who are members of the National Academy of Arbitrators, and the parties will choose one by the alternative strike method.

Section 11.2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 11.3. The hearing or hearings shall be conducted pursuant to the arbitration rules of the Federal Mediation and Conciliation Service.

Section 11.4. The fees and expenses of the arbitrator will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Union shall have the right to voluntarily dismiss and withdraw a matter submitted to arbitration subject to payment of any applicable cancellation fee.

Section 11.5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena, and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. Any requests made by either party for the attendance of witnesses shall be made in good faith.

Section 11.6. The arbitrator's decision and award will be in writing and the parties may request that it be issued within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties subject only to such limited rights of appeal as are provided by law.

ARTICLE 12 **WAIVER**

Section 12.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged in bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of both parties at the time that they negotiated or signed this Agreement. Nothing contained in this section shall prevent, however, the parties by mutual agreement from adding to or subtracting from this Agreement.

ARTICLE 13 **OVERTIME**

Section 13.1. When employees worked time within a 28-day work period exceeds 212 hours they will receive one and one-half times (1.5) for all hours worked in excess of 212.

Section 13.2. Definitions of Overtime. Overtime shall be considered as authorized time worked in excess of 212 hours in a 28-day work period. For purposes of computing overtime, worked time shall include paid vacations (and holidays for employees working a 40-hour shift) and SP Leave shall not include time spent on sick leave. For employees on a 5/2 schedule the normal workweek shall be 40 hours and overtime shall be considered as authorized time worked in excess of 40 hours in a workweek. For employees on a special schedule the normal workweek shall be their posted schedule. Those hours in excess of 212 hours in a 28-day work period shall be compensated at a rate of one and one-half times (1.5) the employee's regular rate of pay. In computing hours worked, each completed fifteen (15) minute interval will be used for payroll purposes.

Section 13.3. Distribution of Overtime. An overtime rotation list by seniority will be maintained. When the Employer determines to offer an overtime opportunity that it chooses to fill with other than part-time employees it will offer it on a voluntary basis using the overtime rotation list after which it will order in employees.

The employee will provide both a primary and secondary phone number (if available) at which he may be contacted.

Section 13.4. Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity. Additionally, in the event of a patterned or intentional failure to comply with the procedure for assignment of overtime that is not remedied by the Fire Chief or his designee despite prior notification and reasonable opportunity to address the failure, the matter will be subject to an additional award of two (2) hours pay to the employee denied the overtime.

Section 13.5. Comp Time. Employees can bank up to 48 hours of comp time (32 hours of overtime = 48 hours of comp time) which can be used when there are not already two (2) employees off on approved leave.

ARTICLE 14
OTHER COMPENSATED TIME

Section 14.1. Required Court Time. When an employee is required to attend court during nonscheduled work hours for duty related items he shall be paid a minimum of two (2) hours' pay at applicable rates.

Section 14.2. Call-out Pay. An employee called out shall receive a minimum of two (2) hours' time for each call-out provided it is not an extension of their scheduled shift.

Section 14.3. Training and Departmental Meetings. Training and departmental meetings during non-scheduled work hours shall be credited with a minimum of two (2) hours' pay at applicable rates.

Section 14.4. Tuition Reimbursement. Employees shall be entitled to participate in City-wide tuition reimbursement programs to the extent they are funded and in effect.

Section 14.5. Working out of Classification. Bargaining unit employees who are assigned out of classification to responsibilities and duties of a position or rank above that which the employee normally holds for a period of time in excess of two (2) hours, shall be paid at the equal step for the position the employee is performing. Platoon rosters by seniority will be maintained and selections for temporary assignment to the higher rank will be made from said rosters, an employee may decline such assignment. While seniority and experience shall be factors in making an assignment, the final decision shall be that of the Fire Chief.

Section 14.6. Personal Leave. After one (1) year of continuous service with the City, all full-time bargaining unit employees shall be entitled to receive and use twenty-four (24) personal leave hours during each payroll year. Such leave shall not be deducted from any other type of leave. Personal leave hours must be used in minimums of one (1) hour increments. Off duty personnel who are called as replacements are not eligible for call-out pay. Personal leave hours cannot be accumulated and carried over into the next payroll year.

ARTICLE 15
HOLIDAYS

Section 15.1. For purposes of determining an employee's eligibility for premium pay for working on a holiday, the City recognizes the following holidays:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Thanksgiving Day	Day After Thanksgiving
Labor Day	Christmas Day

Section 15.2. Any employee working a holiday will be paid one and one-half (1.5) times the employee's normal pay for all hours worked between 06:00 and 18:00 hours on that day (up to 12), however, an employee working on Thanksgiving, Day after Thanksgiving, Christmas and/or New Year's will be paid one and one-half (1.5) times the employee's normal pay for all hours worked between 06:00 and 00:00 hours on that day (up to 18).

Each employee who works a 24-48 shift and who does not receive paid time off for City recognized holidays shall receive twenty-four (24) hours of pay for each holiday regardless if worked or not and payable in a lump sum. The employee will receive this holiday lump sum payment in the amount of one hundred ninety-two (192) hours of regular pay (computed at the 24/48 rate) in one check separate from their regular paycheck in the last payroll period prior to Thanksgiving.

Each employee who works a 40 hour/week shift shall receive sixty-four (64) hours of pay for each holiday regardless if worked or not and payable in a lump sum. The employee will receive this holiday lump sum payment in the amount of sixty-four (64) hours of regular pay (computed at the 40 hour/week rate) in one check separate from their regular paycheck in the last payroll period prior to Thanksgiving.

ARTICLE 16 **VACATIONS**

Section 16.1. Each full-time employee shall earn and be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Vacation</u>	
	24/48	5/40
(Employees hired on or after January 1, 2004)		
After 1 year but less than 2 years	48 hours	40 hours
After 2 year, but less than 5 years	120 hours	80 hours
(Employees hired before January 1, 2004)		
After 1 year but less than 5 years	120 hours	80 hours
(All Employees)		
After 5 years, but less 10 years	144 hours	104 hours
After 10 years, but less than 13 years	168 hours	120 hours
After 13 years, but less than 15 years	192 hours	136 hours
After 15 years, but less than 20 years	216 hours	160 hours
After 20 years continuous service	288 hours	200 hours

Section 16.2. Earned vacation shall be awarded on the employee's anniversary date in accordance with the above schedule, provided the employee is employed by the Employer at that time. However, if an employee terminates his employment, he shall receive a pro-rata payment for

unused benefits. Any employee who resigns, terminates or retires from the Department shall be paid in a lump sum for all earned but unused vacation payable on an hour for hour basis at the employee's then base hourly rate. In the event of the death of an employee all earned but unused vacation shall be paid in a lump sum to the employee's next of kin or estate as designated by the employee.

Section 16.3. Vacation time shall be taken at a time approved by the scheduling supervisor. Employees shall receive timely notice of the approval of their requested vacation leave (usually within 72 hours) and said approval shall not be unreasonably withheld.

Section 16.4. The maximum vacation carry over shall be equal to one (1) year's vacation allowance.

Section 16.5. Vacation Scheduling.

- A. Vacations shall begin upon conclusion of the shift prior to your shift scheduled off. The conclusion of the shift is when you are relieved by the on duty Lieutenant or the designee.
- B. Employees may submit vacation requests for the upcoming year during the period November 1 through December 1. In the event of conflicts, seniority shall prevail. Requests made after December 1 shall be on a "first come-first served" basis and approved or denied based upon scheduling needs. Request for time off should be made 15 days in advance to facilitate upcoming work schedules. Employees shall receive timely notice of the approval of their requested vacation leave (usually within 72 hours) and said approval shall not be unreasonably withheld.
- C. No more than two (2) employees per shift shall be off on approved leave, excluding sick leave, at the same time. All shifts shall be covered by at least one (1) lieutenant.
- D. Cancellation of pre-approved vacation by the City shall only be permitted in the event of a city, state or national emergency which requires the presence of all employees available for duty. If an employee is ordered back from vacation leave and incurs travel expenses which would not have otherwise been incurred the City shall reimburse such expense.

ARTICLE 17
SICK LEAVE

Section 17.1. Sick leave shall be defined as an absence with pay necessitated by illness or injury to the employee or for the injury to or illness of a dependent child.

Section 17.2. All full-time employees shall earn sick leave at the rate of ten (10) hours per month for employees working a five (5) day, 40 hour per week schedule and 14 hours per month for employees working a 24/48 schedule and may accumulate such sick leave without limit if hired before January 1, 2004 otherwise limited to 1650 hours; provided, however, that an employee must work at least 60% of the available workdays during a month to accumulate sick leave. Sick leave shall not be accumulated during any period of absence, except for approved vacation leave. Approved vacation leave shall count towards the 60% work requirement.

Section 17.3. An employee who is absent on sick leave shall make a good faith effort to notify their supervisor of such absence and the reason therefore at least two (2) hours before the start of their shift.

Section 17.4. Sick leave must be used in segments of not less than two (2) hours or one (1) hour if needed to make arrangements for a sick child.

Section 17.5. Abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline.

Section 17.6. An employee who transfers to this department from another department of the Employer shall be allowed to transfer his accumulated sick leave.

Section 17.7. Any employee of the department who has accumulated sick leave earned from being employed by another political subdivision shall be allowed to transfer said accumulation to his sick leave accumulation with the Employer.

Section 17.8. Sick time may be exchanged for vacation days or pay by employees hired before January 1, 2004 after a balance of 600 sick leave hours are accumulated by 40 hour employees or 840 sick leave hours are accumulated by 24/48 employees. The employee can exchange three (3) sick leave hours for one (1) vacation hour, or one (1) hour of pay. During a calendar year 40 hour employees may exchange up to a maximum of 240 sick leave hours for 80 hours of vacation or pay and 24/48 employees may exchange up to a maximum of 402 sick leave hours for 134 hours of vacation or pay.

Section 17.9. When an employee is absent on sick leave (including leave for illness or injury of dependent child) that exceeds twenty four (24) consecutive regularly scheduled hours for 24/48 hour employees or that exceeds eight (8) regularly scheduled hours for 40 hour/week employees, he shall be required to submit a doctor's excuse upon the Employer's request. With prior written notice to the employee by the City because of excessive or patterned use of sick leave, a doctor's excuse may be required on any future occasion of sick leave use.

Section 17.10. Up to two (2) sick leave days may be used for paternity leave, however, in unusual circumstances the Fire Chief or his designee has the discretion to permit an employee to use additional paid sick leave for matters involving the birth of his child or for serious, documented illnesses involving members of the employee's immediate family (spouse, children, parent, or person acting in loco parentis of employee) living in employee's home.

Section 17.11. The Fire Chief or his designee may require an employee who has been absent due to personal illness or injury in excess of the period set forth at Section 9, prior to and as a condition of his return to duty, to provide a certification from the employee's physician that he is fit to return to work. The City also has the right to require the employee to be examined by a physician designated and paid for by the Employer to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees. In the event that the City requires the additional examination notwithstanding the certification from the employee's own physician and said subsequent examination also confirms that the employee was fit to return to work, the City shall reimburse the employee for any lost time

that resulted from the subsequent examination and not charge said time against the employee's accrued sick leave.

Section 17.12. The City's policy on donation of sick leave in effect as of the date of this Agreement is incorporated by reference herein.

Section 17.13. Upon eligibility for and commencement of retirement or disability retirement under applicable provisions of the Ohio Police and Fire Retirement System, employees hired before January 1, 2004 who retire from service with the City with more than 10 years of service may convert accrued sick leave at a rate of 3 for 1 and receive a lump sum payment for up to 1000 hours (1400 hours for 24/48 employees). Employees hired before January 1, 2004 who retire with more than 20 years of service may convert accrued sick leave at a rate of 2 for 1 and receive a lump sum payment for up to 1040 hours (1456 hours for 24/48 employees). Employees hired after January 1, 2004, who retire with more than ten (10) years of service may convert accrued sick leave at a rate of 3 for 1 and receive a lump sum payment for up to 480 hours (672 hours for 24/48 employees). Employees hired after January 1, 2004, who retire from service with the City with more than 20 years of service may convert accrued sick leave at a rate of 2 for 1 and receive a lump sum payment for up to 480 hours (672 hours for 24/48 employees).

ARTICLE 18 **PERSONAL LEAVE AND EDO'S**

Section 18.1.

A. Employees who qualify under applicable federal requirements shall be granted family and/or medical leave of absence without pay in accordance with the provisions of the Family Medical Leave Act (FMLA) which entitles an eligible employee to a maximum of 12 workweeks of unpaid leave during any 12 month period for (a) the birth and subsequent care of the employee's child; (b) placement of a child with the employee for adoption or foster care; (c) care for the employee's spouse, son, daughter or parent suffering from a serious health condition; and/or (d) a serious health condition that makes the employee unable to perform the functions of the position of employment.

The taking of such leave shall not result in the loss of any accrued employment benefits. Health insurance coverage shall be maintained during the period of such leave.

B. In the event an employee uses paid leave to which he is eligible under any other section of this Agreement for any of the purposes for which he would be entitled to unpaid leave under the FMLA, said paid leave shall be included as part of the 12 week total period of leave to which an employee is entitled under the FMLA.

Section 18.2. Changes in scheduling of Earned Days Off (EDOs) shall only be taken with the advanced approval of the Fire Chief or his designee. Any switch of an EDO is limited to a date that falls within the same 28-day work period as the originally scheduled date. EDO trades between employees on the same shift may be approved by the Lieutenant provided 48 hour advance notice and request is made.

Section 18.3. Earned Days Off. Employees, who work in a 24/48 shift, in addition to all other leave benefits, will be granted four (4) [or five (5) if applicable] (Earned Days Off) during each calendar year scheduled in accordance with the following:

- A. The EDOs for the upcoming year will be scheduled by the employee subject to approval of the Employer during the period November 15 through December 15 and shall be taken during that 28-day work period in which the employee's regular scheduled work hours would otherwise total 240 (the "EDO period").
- B. During the year in which an employee's shift assignment results in an additional work period in which the employee's regular scheduled work hours would total 240, the employee is entitled to take a 5th EDO.
- C. In the event of conflicts in EDO requests, subject to the Employer's scheduling requirements, seniority shall prevail. If not selected by the employee by December 15, the EDOs will be scheduled by the Employer and the employee will be notified by December 31.

Section 18.4. Effective January 1 and July 1, employees may earn additional "SP" personal leave of eight (8) hours for 40 hour employees or 12 hours for 24'48 employees for not utilizing any sick time for that prior six (6) month period. Personal leave under this section shall not be accumulated over eight (8) hours for 40 hour employees and 24 hours for 24/48 hour employees and any excess must be used within the following six month period. However, any SP leave under this section which is not scheduled within the appropriate six (6) month period may be carried over for an additional six (6) month period. SP leave may be taken with at least 24 hours' notice to the Fire Chief or his designee so long as two (2) other employees are not already off duty for that shift. Sick leave used in conjunction with approved FML shall not apply with regards to this section.

ARTICLE 19 **FUNERAL LEAVE**

Section 19.1. An employee shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to forty-eight (48) hours off not deducted from any leave in the case of death of the spouse, child or parent, step-parent or legal guardian of the employee or his spouse. In case of death of the brother, sister, relative living in the same household, brother-in-law, sister-in-law or grandparent or grandchild of an employee or spouse, the employee will be granted up to forty-eight (48) hours funeral leave, with such time to be deducted from any available leave time as designated by the employee. (Additional deductible time may be granted if travel is necessary.)

ARTICLE 20 **LIMITED TRANSITIONAL DUTY AND INJURY LEAVE**

Section 20.1. Transitional duty work within the Fire and Rescue Department may be assigned at the sole discretion of the Fire Chief or his designee to a temporarily disabled employee whose injury or illness is work-related and who is otherwise eligible for lost time wage benefits under a workers' compensation claim. Such assignments shall not be unreasonably denied and may be

for periods of up to 90 days and may be extended as the City determines appropriate. During such periods of transitional duty, the employee shall continue to receive his regular rate of pay and be entitled to all benefits under this Agreement including performance evaluations. Disputes over an employee's physical ability to perform said transitional duty shall be resolved by medical examination by a qualified professional duly selected by the City and employee and paid for by the City.

Section 20.2. When an employee is injured in the line of duty while actually working for the Employer and is not physically able or is not assigned by the City to perform limited transitional duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. The City may, as a condition of obtaining such leave, require the employee to file for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this article.

Section 20.3. If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the City Manager's sole discretion, be extended to an additional ninety (90) calendar day period. Shorter periods may be agreed to by the City and employee.

Section 20.4. The City Manager shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

ARTICLE 21 **JURY DUTY LEAVE**

Section 21.1. Any employee who is called for jury duty, either federal, county, or municipal and is not otherwise excused by reason of his job assignment, shall be paid his or her regular salary less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. If the jury duty falls on the employee's scheduled day to work, the employee shall be credited with time worked.

ARTICLE 22 **COMPENSATION**

Section 22.1. Effective January 1, 2013 for those employees employed on or before December 31, 2012, employees shall receive a one percent (1%) across the board wage increase; effective January 1, 2014, employees shall receive a one percent (1%) across the board wage increase; effective January 1, 2015, employees shall receive a two percent (2%) across the board wage increase. Rates shall be as follows:

Firefighter/Paramedic (24/48):

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Effective 1/1/13	15.42	16.38	17.32	18.33	19.47	20.31
Effective 1/1/14	15.57	16.54	17.49	18.51	19.66	20.51
Effective 1/1/15	15.88	16.87	17.84	18.89	20.05	20.92

For those Firefighter/Paramedic (24/48) newly hired on or after June 1, 2013:

Effective 1/1/13	13.88	14.74	15.59	16.50	17.52	18.28
Effective 1/1/14	14.01	14.89	15.74	16.66	17.69	18.46
Effective 1/1/15	14.29	15.18	16.06	17.00	18.05	18.83

Firefighter/Paramedic (40 hours/week)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Effective 1/1/13	21.56	22.88	24.25	25.67	27.24	28.43
Effective 1/1/14	21.78	23.11	24.49	25.93	27.51	28.71
Effective 1/1/15	22.22	23.57	24.98	26.45	28.06	29.28

For those Firefighter/Paramedic (40 hours/week) newly hired on or after June 1, 2013:

Effective 1/1/13	19.40	20.59	21.83	23.10	24.52	25.59
Effective 1/1/14	19.60	20.80	22.04	23.34	24.76	25.84
Effective 1/1/15	20.00	21.21	22.48	23.81	25.25	26.35

Lieutenant (24/48):

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Effective 1/1/13	20.27	20.77	21.29	21.83	22.36
Effective 1/1/14	20.47	20.98	21.50	22.05	22.58

Effective 1/1/15	20.88	21.40	21.93	22.49	23.03
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For those Lieutenants (24/48) newly hired on or after January 1, 2013:

Effective 1/1/13	18.24	18.69	19.16	19.65	20.12
Effective 1/1/14	18.42	18.88	19.35	19.85	20.32
Effective 1/1/15	18.79	19.26	19.74	20.24	20.73

Section 22.2. FF/PM's promoted from within the department to the rank of Lieutenant shall start at the Step a minimum 4.8% higher than their salary rate prior to the promotion.

Section 22.3. All new employees will start at Step One (1), unless there is a lateral transfer. On and after January 1, 2001, provided their evaluations under the criteria set forth in Article 25 average at least "3" ("satisfactory"), employees shall proceed through the wage step schedule by receiving step increases annually on their anniversary date of employment until they reach the Top Step. An employee whose evaluation is less than satisfactory may receive his step increase earlier than his next anniversary date provided the Fire Chief determines in his discretion that the employee's interim performance has improved to the point that a wage increase is appropriate. All new employees will be placed on a one (1) year probationary period.

Section 22.4. Lateral transfer employees will start on a step determined by the Employer.

Section 22.5. Provided their evaluations under the criteria set forth in Article 25 average at least "3" ("satisfactory"), employees shall receive the following stipend for completing the following annual state certifications, such payment to be made with the last paycheck in November:

EMT-P (Paramedic) \$700.00

Section 22.6. During the first payroll period in January, employees hired before January 1, 2013 shall receive a longevity supplement which shall be paid in a separate check to employees according to the following criteria:

Completed Years of Employment as of January 1	Longevity Supplement
10 to 14 years	\$ 520.00
15 to 19 years	\$1,040.00
20 years and above	\$1,560.00

In accordance with requirements of the FLSA, said longevity supplement shall be added to the employee's total wages for the previous 12 month period for purposes of computing an adjusted

regular hourly rate for the prior year and computing any additional overtime to which the employee may be entitled.

Section 22.7. Time Sheets. If the City corrects an employee's time sheet used for pay calculations, the employee shall be provided a copy showing such correction.

ARTICLE 23 **UNIFORM ALLOWANCE**

Section 23.1. All new employees shall receive from the City an initial uniform issue which shall be repaired or replaced as needed.

Section 23.2. The uniforms and equipment shall include:

- Winter Jacket
- Nomex Hood
- Fire Gloves
- Fire Boots
- Helmet
- Turnout Coat and Pants
- Uniform Pants (3 pr.)
- Shortsleeve Uniform Shirts (3 pr.)
- Sweatshirts (3)
- Longsleeve Shirts (3) Class B long sleeve (optional)
- Polo Shirts (3)
- T-Shirts (3)
- Badge (1)
- Face Piece SCBA
- Suspenders (1 set)
- Hearing Protection
- Regulator SCBA

Every two (2) years, the City shall reimburse employees up to \$125 for the purchase of City approved work boots or shoes for duty wear. Employees shall be eligible for the reimbursement on or after January 1, 2008 and every two (2) years thereafter. The Fire Chief and Union President shall meet to determine acceptability standards for boot/shoe purchase and use. Work boots or shoes may be replaced or repaired for duty related wear and tear prior to the two (2) years as stated herein this section, upon the discretion of the quartermaster.

Upon completion of an employee's one (1) year anniversary date and completion of probation, he shall receive an allowance of 50% of cost to be used toward the purchase of a "Class A" Uniform. At the completion of the employee's probation and two (2) year anniversary date, the employee shall receive the remaining 50% cost reimbursement. Said uniforms shall be worn on such occasions as are designated by the Fire Chief. Maintenance and alteration shall be the employee's responsibility.

Section 23.3. The City shall regularly inspect and promptly repair or replace uniforms and equipment which are damaged or destroyed while members are performing their job duties. Uniforms and equipment which are lost or stolen from other than Municipal property, approved locations and approved activities shall be replaced by the member. The cleaning of duty uniforms is the sole responsibility of the member.

Section 23.4. All members' uniforms and equipment will be inspected twice a year and repaired or replaced as needed. When a member brings to the attention of his supervisor that their uniform or equipment needs to be replaced, the replacement item shall be ordered as soon as possible (not later than 30 days).

Section 23.5. Any piece of protective clothing or safety equipment in need of repair shall be repaired by qualified personnel as soon as is practicable.

Section 23.6. If an employee loses or damages prescription eye glasses or contact lenses, or watch during laborious activity (fire call, EMS call, training or maintenance) the City shall reimburse the employee 100% of the replacement cost up to a maximum of \$100 during a calendar year.

Section 23.7. Upon an employee's leaving the Department, all issued or purchased equipment and uniform items shall be promptly returned to the Department.

ARTICLE 24 **INSURANCE**

Section 24.1. Employees shall be eligible for coverage under the City's group medical insurance policy provided to all non-unionized City employees. This policy shall be identified as the "Core Plan."

Section 24.2. Payment of the health insurance "Core Plan" premium shall be as follows:

- City will pay 87% of the premium for core coverage options.
- Employee shall pay 13% of the premium for core coverage options.

The City may also offer an enhanced group medical insurance coverage known as the "Buy Up Plan" and any additional costs over and above what the City would pay for coverage under the "Core Plan" shall be paid 100% by employees who elect coverage under the "Buy Up Plan."

Section 24.3. Union representatives shall be entitled to participate in City created employee committees that deal with health care and insurance coverage.

Section 24.4. Group Term Life Insurance. The City shall provide Fifty Thousand Dollars (\$50,000.00) in group term life insurance per employee.

ARTICLE 25
EVALUATIONS

Section 25.1. Each employee shall be evaluated every twelve (12) months by the supervisor(s) for whom the employee has worked during the previous twelve (12) months. The final score of the evaluation will be determined by the average score given by the supervisor(s) in each category. The City (with input from the Union) will draw up definitions and standards of performance for each rating category. Employees will be expected to perform at no less than average ("3" rating) and shall receive advance notice of such deficient performance with sufficient time to remedy said deficiencies prior to the evaluation deferring a step increase in wages, or deferral of their payment of the state certification stipend under Article 22, Section 3.

Section 25.2. Any employee who suffers a deferral of a step increase will be re-evaluated at 90 day intervals until such time as the employee has risen to an average 3.0 rating.

Section 25.3. Employees shall receive a copy of their evaluations and an opportunity to place a response in their personnel file if they disagree with the conclusions. If the evaluation results in a loss or deferral of pay, the employee may formally grieve the evaluation.

Section 25.4. Probationary employees shall be evaluated at three (3), six (6), and nine (9) months of their probationary period and monthly if the probation is extended.

ARTICLE 26
SHIFT ASSIGNMENT

Section 26.1. Unless needed to address emergency situations, with 45 days advance notice, the Fire Chief at his sole discretion may reassign employees to a different shift if such reassignment is needed to balance shifts for experience, number of employees per shift, or other reasons as determined necessary. In the event that an employee is temporarily reassigned from a 24/48 duty shift to a 40 hour/week assignment, in order to avoid any loss of pay or benefits he shall continue to be paid and retain all benefits as if he was still working a 24/48 shift.

ARTICLE 27
MISCELLANEOUS

Section 27.1. In any instance where the Employer sends an employee for any type of medical examination, the Employer shall pay the cost of the examination.

Section 27.2. The Union will be allowed to provide a bulletin board at locations where bargaining unit employees are assigned for official Union notices of the following type:

1. Recreation and Social Events
2. Election and Election Results
3. General Membership Meetings
4. Other Official Union Business

The bulletin board will be located at a place mutually agreed upon within each Station.

Section 27.3. Employees will be permitted to obtain outside employment which does not conflict with departmental rules and regulations.

Section 27.4. Employees who are called in to work outside of their normal scheduled hours on an election day shall be permitted time off to vote if the polls are only open during hours they are required to work.

ARTICLE 28
LABOR / MANAGEMENT / HEALTH AND SAFETY COMMITTEE

Section 28.1. There is hereby established a Labor/Management/Health and Safety Committee. This committee shall be composed of not more than three (3) persons appointed by the Union and not more than three (3) appointed by Management. This committee shall meet on an as needed basis at the request of either party to provide a forum for the discussion and possible resolution of problems within the Fire Department. This committee is to provide an informal format to discuss mutual problems, and the recognition of issues by either party is not to be construed as to expand the scope of the grievance procedure, or to obligate either party to additional bargaining.

The Union shall also be entitled to have a representative on the City-wide employee Health and Safety Committee.

Section 28.2. Lieutenants shall have the supervisory right and responsibility to remove apparatus and equipment from service if in their professional opinion the equipment or apparatus is defective or suffers from a condition that renders it unsafe and likely to cause death or serious injury to Departmental personnel or third parties. Such action shall be immediately reported to the Battalion Chief who shall have the final decision on the status of said equipment or apparatus.

ARTICLE 29
SAVINGS CLAUSE

Section 29.1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 30
DURATION OF AGREEMENT

Section 30.1. This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective upon ratification and shall remain in full force and effect until December 31, 2015.

ARTICLE 31
JOB ASSIGNMENTS

Section 31.1. Effective with the commencement of this Agreement, and thereafter, a notice concerning an available job vacancy other than short term assignments which are made based on the operational needs of the department within the bargaining unit shall be posted for a period of ten (10) days to permit interested candidates to apply for the position. No job vacancy will be filled until the posting requirement is complied with. Short term assignments shall be defined for purposes of this article as no more than three (3) months in duration which can be extended for good cause shown for one (1) additional three (3) month period with notice to the Union.

Section 31.2. Job assignments that constitute a promotion and pay increase shall be awarded on the basis of merit and fitness and shall include consideration of job performance as determined in the employee evaluation process, work-related experience, training and education related to the performance of the duties of the posted position. If employees are equal in merit and fitness, the position shall be awarded on the basis of seniority.

Section 31.3. Employees may request a change in, or exchange of, shift assignments between two (2) employees. Upon receipt of the request, the Fire Chief or his designee shall review such request and respond within fourteen (14) days. The final decision shall be at the Fire Chief's discretion.

ARTICLE 32
SUBSTANCE TESTING

Section 32.1. The cost of any required substance testing or related medical examination shall be borne by the City. Substance testing shall occur during an employee's scheduled work shift or immediately prior to or after the completion of the employee's shift.

Section 32.2. The City's policy on substance abuse and testing is incorporated by reference herein and may include random testing.

ARTICLE 33
PART-TIME EMPLOYEES

Section 33.1. The City shall not be restricted in its ability to utilize part-time employees who are certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing in the Trotwood Fire Department.

Section 33.2. In the event of a vacating of a full-time position by resignation, termination, death, disability or promotion out of the bargaining unit, no new part-time employees shall be hired that causes the part-time personnel to exceed 72.

ARTICLE 34
MISCELLANEOUS

Section 34.1. **Insurance:** The City shall maintain in effect all liability coverage on employees including coverage on malpractice claims that may arise from the performance of an employee's duties for the Department.

Section 34.2. **Comp Time:** Forty (40) hours per week employees shall continue to be eligible for comp time in lieu of overtime consistent with existing departmental policy.

Section 34.3. **Holidays and Pro Days:** Forty (40) hours per week employees shall not be entitled to EDO's but shall remain entitled to eight (8) paid holidays and five (5) personal leave days currently provided to other employees of the City.

Section 34.4. **Leap Year:** In order to equally share the impact on scheduling that occurs as a result of a "leap year," on February 29, each platoon shall be scheduled to work an eight (8) hour shift at straight time or overtime rates as applicable. Any time worked during that 24-hour period in excess of eight (8) hours shall be compensated at overtime rates.

Section 34.5. Bargaining unit member shift will start at 0600 hours.

ARTICLE 35
SENIORITY

Section 35.1. Upon the execution of this Agreement, "Seniority", as that term is used in this Agreement, is defined as an employee's continuous service with the Fire Department as a full-time regular employee to be computed from the employee's last date of hire. For those employees who were employed by Madison Township and/or the City prior to the effective date of the merger, their seniority date is governed by Article 3 of the Terms and Conditions of the Merger. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to those on the active payroll. Employees whose date of hire is the same will have their seniority determined by their placement on the then applicable eligibility list.

Section 35.2. An employee's seniority shall cease and his employment terminated upon any of the following:

1. Resignation or "Quit";
2. Termination;
3. Retirement (years of service and/or retirement disability);
4. Layoff in excess of eighteen (18) months;
5. Absence from work (resulting from City work-related injury or illness compensated by workers' compensation) in excess of accrued paid leave or eighteen (18) months whichever is longer;
6. Absence from work (resulting from non-City work-related injury or illness or FMLA approved reason) in excess of accrued paid leave or six (6) months whichever is longer.

Section 35.3. Employees shall continue to be eligible for health insurance coverage as follows:

1. After resignation or quit – as determined by COBRA;
2. During layoff for a period of ninety (90) days after which as determined by COBRA;
3. During military leave in excess of 31 days – as determined by COBRA and USERRA;
4. During absence from work (resulting from City work-related injury or illness compensated by workers' compensation) for a maximum of twelve (12) months.
5. Absence from work (resulting from non-City work-related injury or illness or FMLA approved reason) for a maximum of accrued paid leave or twelve (12) weeks, whichever is longer.

ARTICLE 36 **LAYOFFS**

Section 36.1. Bargaining unit employees may be laid off only for lack of work, lack of funds or abolishment of a position. Said layoff shall take effect only after being given thirty (30) days prior written notice.

Section 36.2. In the event of a layoff situation, bargaining unit employees will be laid off in accordance with their seniority (last hired, first laid off). During the term of the Agreement, when the first full-time employee is laid off, no less than 20% of the dual certified part-time employees shall also be laid off. Thereafter, 5% of the remaining part-time employees shall also be laid off for each successive full-time employee laid off.

Section 36.3. A bargaining unit employee who is laid off shall be subject to recall from layoff provided he is qualified to perform the job and holds all required certifications.

Section 36.4. A recall from layoff will be based upon seniority (last laid off, first recalled) with no new full-time or part-time employees hired until all eligible employees have been offered a recall from layoff. Newly created positions in the Fire and Rescue Division which are included in the bargaining unit shall not be filled until eligible employees who qualify for the position are offered a recall from layoff.

ARTICLE 37 **PROBATIONARY PERIOD**

Section 37.1. New employees shall serve a probationary period of one (1) year from their date of full-time hire. An employee shall not be entitled, during his probationary period, to the processing of grievances. The City, with consent of the Union, may extend an employee's probationary period for up to an additional six (6) months.

ARTICLE 38
EMERGENCY

Section 38.1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, City Manager, Mayor, City Council, or the Federal or State Legislature resulting from situations such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating the assignment of employees.

Section 38.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, the grievance shall proceed from the point in the grievance procedure to which they, the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 39
PREEMPTION OF STATUTORY PROVISIONS

Section 39.1. In accordance with Ohio Revised Code Section 4117.10 provisions in this Agreement relating to wages, hours and terms and conditions of employment for employees covered herein shall pre-empt all otherwise applicable state or local laws including but not limited to: (a) injury and disability leave under the Ohio Administrative Code; (b) seniority, job posting, vacation and holidays, layoff/recall, sick leave and probationary periods under R.C. Chapter 124; (c) hours of work and overtime under R.C. Chapter 4111; (d) civil service provisions under Trotwood Civil Service Rules and Regulations.

ARTICLE 40
OVERTIME ASSIGNMENT AND COMPUTER ACCESS

Section 40.1. The procedure for assignment of overtime shall continue as follows:

- 1. When a schedule is established for the upcoming period showing unfilled slots and available overtime:
 - a. Full-time employees will be scheduled for available full-time vacancies up to a maximum of 12 hours per employee. Employees may decline the assignment.
 - b. Part-time employees will then be given one (1) week to sign up for all available slots.
 - c. Full-time employees can then sign up for available, unfilled slots up to a maximum of 48 hours per employee.

2. Unscheduled overtime shall not be subject to the 48 hour maximum.
3. This shall not be deemed to guarantee a minimum amount of overtime.

Section 40.2. The City's internet policy shall be applicable to all employees.

**ARTICLE 41
EXECUTION**

Section 41.1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

FOR IAFF LOCAL 4024:

David Womany President

Jim Ser vice president

J. A. H. exec. comm.

FOR THE CITY OF TROTWOOD:

Michael J. Lucking
Mike Lucking, City Manager

Stephen M. Milliken Fire Chief
Steve Milliken, Fire Chief

Barbara Brooks
Barbara Brooks, HR Manager

Dated: April 24, 2013

Dated: April 30, 2013

MEMORANDUM OF UNDERSTANDING
PHYSICAL FITNESS INCENTIVE

Non-probationary employees who participate in the Voluntary Physical Fitness Training Program and successfully meet the standards of that program shall receive a physical fitness incentive bonus pursuant to this article. Fitness standards shall be related to fire service.

Management will pay the physical fitness incentive to each employee who has achieved his/her physical fitness level certification from the Training Bureau by January 1 of each calendar year.

The physical fitness incentive shall be paid according to the following schedule:

Level One	\$50
Level Two	\$150
Level Three	\$250

The incentive shall be paid in the first pay period after July 1 of each calendar year.