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Agreement between the

City of Reading, Ohio

And

Reading Career Firefighters Association I.A.F.F., Local 3717



Effective
April 1, 2014-March 31, 2017

Table of Contents

Article	Description	Page(s)
1	Recognition	1
2	Definitions	1
3	Residency	1
4	Probationary Period	1
5	Work Hours and Earned Days Off	2
6	Staffing	3
7	Layoff and Recall	3,4
8	Seniority	4
9	Trades	4
10	Vacation	4,5
11	Sick Leave	6
12	Bereavement Leave	6
13	Injury Leave	7,8
14	Family & Medical Leave Act	8,9
15	Union Business	9
16	Special Assignment or Detail	9
17	Wages	9,10
18	Working in Higher Classification	10
19	Holiday Pay	11
20	Personal Day(s)	11
21	Retirement Contribution	11
22	Longevity	11
23	Dues/Fair Share Fee	12
24	Uniform/Equipment Allowance	12
25	Educational Achievement	12
26	Insurance	13,14
27	Physical Examinations	14
28	Fitness	14
29	Designation of Beneficiary	14
30	Discipline Procedure	15,16
31	Grievance Procedure	16,17
32	Performance Evaluations	18
33	Personnel File	18
34	Management Rights	19
35	Gender Clause	19
36	Waiver of Statutory Rights	19,20
37	Savings Clause	20
38	Substance Abuse	20,21,22
39	Duration	23

Article 1: Recognition

- 1.1 The Reading Career Firefighter's Association, Local 3717 (herein after referred to as the "RCFA") is hereby recognized as the sole and exclusive bargaining agent for all full-time or career Firefighter/Paramedics and Lieutenants of the Reading Fire Department. The Assistant Fire Chief and Fire Chief are excluded in this recognition.
- 1.2 The City of Reading, Ohio (herein after referred to as the "City") agrees to meet with the accredited members of the Association on all matters pertaining to wages, hours of employment, matters of employee health and safety, and other conditions of employment as provided for in the Ohio Revised Code and rules and regulations promulgated and in effect, by the Ohio Employee Relations Board.

Article 2: Definitions

- 2.1 The term "Firefighter", "Firefighter/Paramedic", "Lieutenant/Paramedic" and "Lieutenant" are used to define any and all members of the Reading Career Firefighter's Association which represents the full-time or career "line" firefighters of the City of Reading Fire Department.

Article 3: Residency

- 3.1 Bargaining unit employees shall be required to maintain residency within the State of Ohio, Hamilton County or the contiguous Ohio counties of Butler, Clermont or Warren.
- 3.2 New applicants shall have six (6) months, from the date of hire, to secure a residence within the State of Ohio, Hamilton County or the contiguous Ohio counties of Butler, Clermont or Warren.

Article 4: Probationary Period

- 4.1 New applicants seeking permanent employment as a Firefighter/Paramedic shall serve a probationary period of twelve (12) months prior to permanent employment under the Civil Service Laws of the State of Ohio and the regulations of the Civil Service Commission of the City of Reading, Ohio, and each shall have the rank of Firefighter/Paramedic from the commencement of his employment.

Article 5: Work Hours and Earned Days Off

- 5.1 Each Firefighter/Paramedic and Lieutenant shall work shifts of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty for an average hourly work week equating to 53 hours.
- 5.2 In keeping with the provisions of the F.L.S.A., all members shall receive overtime compensation for hours worked in excess of the Department of Labor overtime threshold that the above detailed shifts include. Any hours (above the 53 hour F.L.S.A. threshold) worked in excess of the members normally scheduled work hours shall be considered overtime.
- 5.3 The work week for all bargaining unit members will be 53 hours.
- 5.4 An Earned Day Off (EDO) bank of 156 hours will be awarded as follows: January 1st – 48 hours, April 1st – 48 hours, July 1st – 48 hours, October 1st – 12 hours.
- 5.5 EDO days will be scheduled as follows: a minimum of six 24-hour tours between January 1st and December 31st. In the calendar years where the employee has twelve banked hours remaining, those twelve hours may be carried over to the following calendar year. At no time will EDO hours be compensated.
- 5.6 The tours scheduled for January 1st to March 31st shall be submitted to the Fire Chief for approval. The tours scheduled April 1st through December 31st shall be submitted to the Fire Chief and will not be approved until March 7th. All EDO days must be taken in 24 hour increments and shall be submitted for approval in accordance with Book 1, section 103.02 of the SOG's.
- 5.7 Any EDO tour submitted to the Fire Chief in the request period of January 1st to March 31st shall not have priority over any request for vacation or personal day submitted at the same time. Vacation and Personal day requests will be awarded as outlined in Articles 10 and 20 of the Labor contract.
- 5.8 No more than one 24 hour tour may be taken in a 14 day pay period, and no two EDO days may be taken consecutively.
- 5.9 All requests will be submitted on a City "Request for Leave" form.
- 5.10 Selection of EDO tours will be as follows: 1st by Lieutenant, 2nd by seniority of full-time service with the Reading Fire Department.

Article 6: Staffing

- 6.1 Reading Fire Department staffing shall consist of twelve (12) career members and shall be staffed as follows; three (3) shift Lieutenants, and nine (9) Firefighter/Paramedics. There shall be at least three (3) Firefighter/Paramedics on duty at all times.
- 6.2 The city of Reading agrees to fill all Reading Fire Department Staffing vacancies in a timely manner as outlined by civil service law/procedure.
- 6.3 The city of Reading agrees to maintain a minimum of twelve (12) career bargaining members.

Article 7: Layoff and Recall

- 7.1 When the employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, at least ten (10) days in advance.
- 7.2 Employees with the least seniority within the classification affected by a layoff shall be laid off first. The affected employee may then elect to bump the least senior employee in the next lower classification providing they can perform the job without training.
- 7.3 Employees who are laid off shall be placed on a recall list. If there is a recall, employees shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of recall.
- 7.4 Notice of recall shall be sent to the employee by certified mail. The employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.
- 7.5 The recalled employee shall have ten (10) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of mailing of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by both parties.

- 7.6 The Employer agrees that no time will be made available to part-time fire or EMS personnel or to part-time scheduled on-station fire or EMS personnel for the time period during which any bargaining unit employee is laid off.

Article 8: Seniority

- 8.1 Seniority shall be defined as the length of continuous service measured in years, months and days that an employee has accumulated as a full-time employee in the service of the City of Reading Fire Department.
- 8.2 An employee's seniority shall commence after completion of the probationary period and shall be retroactive to the first day the employee reported for work.

Article 9: Trades

- 9.1 Each 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:
- 9.2 A substitution shall be granted with the approval of the Fire Chief or his designee.
- 9.3 The Fire Chief or his designee shall be notified, in writing, on forms provided by the City for that purpose. Forms shall be completed and signed.
- 9.4 All re-payment of trade time shall be the sole responsibility of the two (2) employees involved in the trade. The City is not obligated for any trade time that has not been re-paid between the two parties for whatever reason.

Article 10: Vacation

- 10.1 Each full-time Firefighter/Paramedic and Lieutenant, after service of one year with the City shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, one hundred twenty (120) hours of vacation leave with full pay. One year of service shall be computed on the basis of 26 pay periods consisting of fourteen days. The member with six (6) or more years of service with the City or any political subdivision of the State shall have earned and is entitled to one hundred sixty eight (168) hours of vacation leave with full pay. The member with eleven (11) or more years of service with the City or any political subdivision of the State shall have earned and is entitled to two hundred forty (240) hours of vacation leave with full pay. The member with twenty (20) or more years of service with the City or any political subdivision of the State is entitled to two hundred eighty eight (288) hours of vacation leave with full pay.

10.2 Above vacation leave shall accrue to the member at the rates indicated on the following page and based on a maximum of 106 regular hours per pay period (inclusive of regular hours, sick, vacation and holiday hours):

Yearly Hours Accrued	Hourly Accrual Rate	Accrual per Pay Period
120 hours (1-5 years)	.0436	4.62
168 hours (6-10 years)	.0609	6.46
240 hours (11-19 years)	.0871	9.23
288 hours (20+ years)	.1045	11.08

10.3 Any City employee not in full pay status (i.e. suspension, unpaid leave, absence without approval) during any pay period shall accrue vacation leave for that pay period based upon the number of regular hours worked (inclusive of sick, vacation and holiday) multiplied by the hourly vacation accrual rate of the employee. The rate shall be recorded to the second decimal.

10.4 Employees may maintain a vacation balance of up to fifty-six (56) hours in excess of their annual entitlement. The City shall buy the employee down to the above accrual maximum in June and December.

10.5 Upon separation from the City service an employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his credit at the time of separation based upon the provisions of the preceding paragraph (1 year's accrual plus 56 hours). Such pay shall be based upon the "overtime base rate."

10.6 In lieu of taking his vacation, an employee may, with the approval of the proper authority, continue his service and receive regular salary, as well as his vacation pay. The work "with pay" shall mean their regular wages or salary per week as fixed immediately prior to vacation period. Buy Down rate shall be at the "overtime base rate".

Article 11: Sick Leave

11.1 All Firefighter/Paramedics and Lieutenants shall accrue sick leave at the rate of 168 hours per year (.061 per hour based on 106 regular working hours per pay period) and any unused sick time shall be carried over into the next year and may accumulate without limit.

- 11.2 The City shall pay up to 1440 hours of unused sick leave when such individual retires from the City's employ, and was hired prior to April 1, 2008. Such pay shall be based upon the "Overtime base rate".
- 11.3 The city shall pay up to 960 hours of unused and accumulated sick leave earned in the employ of the City when such an individual retires from the City's employ, provided he has served a minimum of five (5) years in the City's employ and was hired after March 31, 2008. Such pay shall be based upon the "Overtime base rate".
- 11.3.1 Section 11.3 will be effective within this collective bargaining agreement only after both the FOP/OLC (Reading Police Department) and AFSCME Local 1093 (Reading Service Department) include language, with the intent of that as written in 11.3 of this agreement, within their respective collective bargaining agreements prior to March 31, 2017.
- 11.4 For accrued sick leave payout "retires" means leaving the city of Reading employment after having completed 25 years full-time municipal service, of which 5 years have been for the City of Reading.

Article 12: Bereavement Leave

- 12.1 In case of death in the employee's immediate family, which shall mean spouse, child, parent, sibling, mother-in-law, or father-in-law, the employee shall be entitled to twenty-four (24) hours off with pay, not to be deducted from sick leave. In case of someone's death outside the above, but within the family structure, or in case of serious illness within the immediate family, said employee is hereby entitled to use up to twenty-four (24) hours of accumulated sick leave. Nothing in this Article is intended to limit a member's rights under the Family Medical Leave Act.

Article 13: Injury Leave

- 13.1 If an employee sustains an injury, disability or occupational disease as a result of and arising out of his employment, and such injury, disability or occupational disease meets the below listed criteria, the employee may be eligible for injury leave.
- 13.2 To be eligible for injury leave, the injury must be incurred as a direct result of performing an assigned or sworn function within the scope of the employee's authority and must not be the result of "horse play", negligence, recklessness or self-infliction by an employee.
- 13.3 The granting of injury leave is a matter of administrative discretion and the Employer will decide in each individual case if injury leave is to be granted.

- 13.4 Injury Leave with pay shall commence after an employee has been absent for two consecutive twenty-four hour tours. If the period of disability continues for more than four consecutive twenty-four hour tours such leave shall be retroactive back to include the first two tours. Injury leave with pay shall terminate one hundred and eighty calendar days after the date Injury Leave was first applied. Extension of Injury Leave beyond one hundred and eighty calendar days may be granted at the discretion of the Safety Service Director. The following procedures apply:
- 13.4.1 The employee files a worker's compensation claim with the Bureau of Workers Compensation as soon as possible.
- 13.4.2 During the time injury pay is received, no time is charged against the employee's sick leave accrual. Any sick leave used in the first four tours, prior to approval of injury leave, will be reimbursed if injury leave is granted.
- 13.4.3 If the employee cannot return to regular or light duty after six (6) months, a worker's compensation claim for lost time may be filed and injury leave shall be discontinued, unless an extension is granted by the Safety-Service Director. Light duty is not a right, but may be permitted by the Chief for a limited period of time.
- 13.4.4 At no time will there be a duplication of benefits. Injury leave will not be paid in addition to BWC income benefits.
- 13.5 An employee unable to return to work at the end of the six (6) month paid injury leave shall be placed on unpaid injury leave for a period not to exceed one (1) year. During this time, the employee may supplement the difference between his/her OBWC benefits and his/her regular rate of pay by using accrued sick leave or vacation time, provided he/she executes a signed agreement with the Employer pursuant to OBWC regulations.
- 13.6 In lieu of granting injury leave, the Chief may assign the employee to light duty with the approval of and within the limitations set forth by the employee's treating physician.
- 13.7 An employee applying for injury leave shall authorize the release to the Employer of all medical information pertinent only to the occupational injury or illness possessed by the employee's treating physician (s) and treatment facility (ties), if so requested by the Employer or its designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer. The Employer may request that the employee submit to a periodic re-examination by a licensed medical practitioner selected and paid for by the Employer.

- 13.8 During periods of injury leave, whether paid or unpaid, the affected employee shall continue to accrue sick and vacation leave. The Employer shall continue to provide all insurance benefits for employees on paid or unpaid leave.
- 13.9 If, while on duty, a member who suffers a significant exposure pursuant to the Department's Infection Control Plan to toxic chemicals, contagious diseases or other circumstances for which preventative medicine is best advised, the City shall pay for expenses incurred for such preventative treatment should application for payment for Worker's Compensation or City health insurance company reject claim. Prophylactic benefits provided herein shall be limited to a total of \$1,500.00 per member, per exposure, and shall not be available after sixty (60) days following the date of the exposure.
- 13.10 The employer shall make available, at no cost to the employee, the hepatitis B vaccine and vaccination series to all employees who have potential occupational exposure. If a routine booster dose(s) of hepatitis B vaccine is recommended by the U.S. Public Health Service at a future date, such booster dose(s) shall be made available, at no cost to the employee.

Article 14: Family & Medical Leave Act

- 14.1 Family and Medical Leave is for the employee to care for his own serious health condition, to care for his spouse, child or parent who has a serious health condition, or because of the birth, adoption or foster placement of a child, the employee shall be entitled to a family and medical leave of up to twelve (12) weeks per year according to the Employer's current policy. It is intended that this Section comply with the Family and Medical Leave Act of 1993 and that the parties shall take such actions as to ensure compliance.

Article 15: Union Business

- 15.1 Any two (2) bargaining unit members who are duly elected officers of the IAFF Local 3717 as President, 1st Vice President, 2nd Vice president, Secretary-Treasurer, or his designee may be authorized to use a maximum of 48 hours of paid leave per year to attend IAFF functions such as educational meeting, conferences, conventions or other union business as it pertains to Local 3717. Additional time may be granted by the Safety-Service Director.
- 15.2 The member(s) shall obtain approval from the Union President for this time and shall give at least 72 hours notice prior to the date/time of the said event to the Fire Chief or his designee. This time shall not be the cause of overtime for the City. Any actions that take place after notification shall not be the responsibility of that employee granted his union business time.

Article 16: Special Assignment or Detail

16.1 Any member of the bargaining unit, who has been specially assigned or detailed to perform duties, or receive training sanctioned by the Fire Chief, or his designee, shall be covered under all provisions of this agreement

Article 17: Wages

- 17.1 The "Regular" hourly rate for Lieutenant/Paramedic will be calculated at 1.12 times the "Regular" hourly rate of the "After 2nd Year" Firefighter/Paramedic rate.
- 17.2 The above named rates shall be termed "base rates" and shall be used to calculate the periodic compensation for each fourteen (14) day work period for each career member covered under this agreement.
- 17.3 Pay periods shall be fourteen (14) days in duration. Use of accrued vacation or sick time shall be equivalent to working for calculation of base wages during this period.
- 17.4 Overtime compensation shall be paid for services rendered in the line of duty in excess of any member of the fire department's regular shift at the rate of one and one half (1 ½) the "overtime base rate" detailed above, on any scheduled off day or approved vacation day. Said overtime base rate is calculated on the basis of annual base earnings divided by 2080 hours.
- 17.5 Minimum call-in time for fire and EMS emergencies and temporary meeting of staffing requirements shall be two (2) hours. Time shall be calculated from the time of dispatch.
- 17.6 No overtime shall be allowed unless approved by the Fire Chief or the Safety-Service Director. Said Safety-Service Director may overrule the decision of the supervisor.
- 17.7 A \$500.00 stipend, in lieu of a wage increase, will be paid on the first pay period of December in 2014.
- 17.8 The City of Reading and the Reading Career Firefighters Assoc. agree to open Article 17 of this contract on April 1, 2015 and subsequently on April 1, 2016 for wages only.

Firefighter/Paramedic: 2014

As of April 1, 2014	Starting	After 1 st Year	After 2 nd Year
	20.02	21.62	23.22

Regular			
OT Base Rate	26.52	28.65	30.76
Annual Salary	55,162.44	59,592.59	63,990.51

Lieutenant/Paramedic: 2014

	April 1, 2014
Regular	26.01
OT Base Rate	34.46
Annual Salary	71,683.56

Article 18: Working in a Higher Classification

18.1 A Firefighter or Lieutenant working in a higher classification for a period of at least twenty-four (24) hours, shall be paid at the rate of the higher classification worked.

Article 19: Holiday Pay

19.1 Holiday Pay shall be paid in addition to the regular salary on the following named holidays:

- | | | |
|------------------------|--------------------------|------------------|
| 1) New Year's Day | 2) ½ day for Good Friday | 3) Easter Sunday |
| 4) Memorial Day | 5) Independence Day | 6) Labor Day |
| 7) Thanksgiving Day | 8) Christmas Eve Day | 9) Christmas |
| 10) New Year's Eve Day | | |

19.2 Compensation for those members working the above holidays with the shift beginning at 0800 hours shall be twenty-four (24) hours, or twelve (12) hours for Good Friday, at time and one half (1 ½) the overtime base rate. Those members who are not scheduled to work any of the above holidays shall be compensated eight (8) hours, or four (4) hours for Good Friday, at the overtime base rate.

Article 20: Personal Day(s)

20.1 Personal days shall not be considered holidays. Members shall be granted two twenty-four (24) hour personal days off with pay. The Personal Days shall be submitted and approved per vacation day requirements.

Article 21: Retirement Contribution

- 21.1 The City agrees to continue a program whereby it will “pick-up” the employee’s share of the pension contribution (10%) by means of a salary reduction method. The purpose of said program is to permit utilization by employees of certain Federal Tax Deferral Benefits. Said program will neither reduce the employee’s class rate nor subject the City to an increase in cost. It is understood that implementation of said program cannot be retroactive. Implementation is further subject to approval of and authorization by appropriate Federal and State agencies.
- 21.2 It is understood that members of the bargaining unit will, for purposes of Retirement System Contribution Pick-up Program be considered as a district group; all members of which will be required to participate in said program.

Article 22: Longevity

- 22.1 Full-time members shall be and are hereby entitled to longevity pay at the rate of \$35.00 per year for each year of employment following completion of the second year of employment, and for each year thereafter. Years of service shall be applicable only for service as a member of the City of Reading Fire Department. Only sworn personnel shall be eligible for longevity pay and the years of service must be consecutive. Such longevity shall be paid semi-annually with the first paycheck in June at the rate of one-half of the agreed per annum value per year worked and the first paycheck in December at the rate of one-half of the agreed per annum value per year worked.

Article 23: Dues/Fair Share Fee

- 23.1 All full-time Firefighter/Paramedics and Lieutenants covered by this agreement shall automatically have deducted from their paychecks dues payments of a fair share fee payment, the amount of which will be certified to the payroll department by the RCFA.
- 23.2 The City, on a monthly basis, will send these payments to the RCFA.

Article 24: Uniform/Equipment Allowance

- 24.1 All regular Firefighter/Paramedics and Lieutenants shall receive an allowance of \$550.00, in addition to their salaries, for the purchase of uniforms, accessories of fire equipment approved by the Fire Chief and Safety-Service Director according to guidelines and procedures set down by the Fire Chief. Said sum shall be payable to the person, firm or corporation furnishing said uniforms, accessories and fire

equipment from the General Fund of the City, provided however, that such uniforms, accessories and fire equipment so purchased shall remain the property of the City until the member receives permanent appointment to the Fire Department. Temporary employees shall be excluded. Any uniforms ruined by negligence or act other than normal wear on the part of the employee, shall be replaced at City expense at the discretion of the Fire Chief. An initial appointment uniform allowance of \$750.00 shall be provided to all newly appointed Firefighter/Paramedics. Any firefighter/Paramedic promoted shall receive an additional allowance of \$200.00 at the time of appointment.

Article 25: Educational Achievement

- 25.1 Each full-time career firefighter or lieutenant, who has successfully served his probationary period, shall be eligible to be reimbursed up to \$5,000 for the successful completion of accredited college courses and/or degree in an employment related field. To receive said reimbursement, the full-time career firefighter or lieutenant must a) receive prior written approval from the Safety-Service Director, b) receive a passing grade of "C" or better, c) provide proof of attendance, and d) attach a copy of the grade report to the final request for reimbursement.
- 25.2 Reimbursements may be made for tuition, books and supplies. All reimbursements will be deducted from the \$5,000 "bank" available to the employee.
- 25.3 Firefighter/Paramedics or Lieutenants who are attending classes and seminars for a part of requirements for state re-certification, department fire and EMS drills or classes required by the Fire Chief will be reimbursed on a time and one half basis.

Article 26: Insurance

- 26.1 A \$25,000 group, term life insurance policy, with an additional \$25,000 accidental death and dismemberment rider, shall be provided to all Firefighter/Paramedics and Lieutenants with no cost to said member.
- 26.2 The Employer shall make available to all bargaining unit employees medical benefit coverage, comparably equal to, or better than current benefit levels.
- 26.2.1 Prior to March 31st, 2016, the RCFA agrees to open, for negotiation, 26.2 of this agreement to discuss comparable coverage, following change in said coverage language in the collective bargaining agreements of both the FOP/OLC (Reading Police Department) and AFSCME Local 1093 (Reading Service Department).
- 26.3 The premium for health insurance, which includes dental and vision coverage, shall be paid as follows: 85% by the employer, 15% by the employee.

26.3.1 If an Employee selects a High Deductible Health Plan (HDHP) offered by the City, the Employer agrees to contribute to the Employees' Health Care Savings Account (HSA) 90% of the required yearly deductible for that HDHP. The yearly contribution schedule for the funding of an employee's HSA will be as follows:

09/01:	First quarter deposit	(25% of pledged funds)
12/01:	Second quarter deposit	(25% of pledged funds)
03/01:	Third quarter deposit	(25% of pledged funds)
06/01:	Fourth quarter deposit	(25% of pledged funds)

26.3.2 The Employer agrees to accelerate the HSA contributions for Employees who have incurred qualified medical expenses that exceed the Employer's year to date HSA contributions. To be eligible for the accelerated HSA contributions, the Employee must be enrolled in the HDHP and have an established HSA. The Employee must complete and submit the proper form provided by the Employer along with documentation of the Employee expenses. Furthermore, the request must be for medical expenses that (1) have been incurred, (2) are not covered under any other healthcare plan, policy or insurance and (3) be eligible for reimbursement under an HSA. Once these conditions are met, the Employer agrees to accelerate deposits into the Employee's HSA in \$100 increments until the Employee's account balance or the total yearly pledged funding amount is reached.

26.4 The City shall provide for the defense of a member and shall indemnify and hold the member harmless, in any action for damages, except for punitive damages, for injury, death, or property damage caused by an act or omission of the member in connection with a governmental or proprietary function, if at the time of the act or omission the member was acting in good faith and within the scope of the member's employment or assigned duties.

Article 27: Physicals Examinations

27.1 The City shall provide each employee with an annual physical examination at no cost to the employee. Tests will include, but are not limited to the following: Physical Assessment, Urinalysis, CBC, and Cholesterol with Triglycerides, Pulmonary Function, Hearing Test, Vision Screening and TB Screening.

27.2 The physician should provide a report to the Employer declaring; if the employee is fit for duty, fit for duty with restriction or unfit for duty.

27.3 The annual physical shall be performed by a physician selected by the Employer and

shall be scheduled, where possible, during scheduled work hours.

Article 28: Fitness

- 28.1 The City of Reading and the RCFA will work together to establish a physical fitness incentive program to promote wellness.

Article 29: Designation of Beneficiary

- 29.1 In the event of death of an employee who is entitled to any benefits such as unused sick, vacation, personal or compensatory hours, the employee's beneficiary will be determined by the "Designation of Beneficiary" form completed by each employee. In the event that a Designation of beneficiary form has not been completed, the beneficiary will be determined by the intestate succession laws as established by the State of Ohio.

Article 30: Discipline Procedure

- 30.1 Probationary employees serve at the will of the appointing authority and shall have no rights under this provision and may be dismissed at any time during the probationary period with or without cause.
- 30.2 A Member may be disciplined for incompetence, inefficiency, neglect of duty, dishonesty, drunkenness, substance abuse, immoral conduct, insubordination, discourteous treatment of the public, failure to pay just debts, conviction on criminal charges or failure of good behavior. Failure to follow published department standard operating procedures or rules and regulations may also be a cause for disciplinary action.
- 30.3 Possible disciplinary actions are as follows: Official verbal reprimand, official written reprimand, loss of accrued vacation, reduction in pay to the next lower step, suspension for up to thirty (30) calendar days without pay, demotion and dismissal. Ordinarily, progressive discipline principals shall apply; however, the severity of the infraction or violation of standards have a direct bearing on the disciplinary action taken and may dictate up to, and including, termination as the first or only step versus progressive disciplinary procedures.
- 30.4 No member shall be disciplined without a pre-disciplinary hearing by the Fire Chief or his designee, unless he/she specifically waives the hearing in writing. At the hearing, the employee shall have the right to representation by the RCFA. It is the responsibility of the hearing officer to advise the employee of the nature of

the charges at least twenty-four (24) hours before the date of the hearing, in writing.

- 30.5 An employee may be placed on administrative leave with pay during an investigation of possible disciplinary action.
- 30.6 Within thirty (30) days following the conclusion of the pre-disciplinary hearing, the member shall be notified in writing of the decision of the hearing officer on the matter. When the decision supports formal disciplinary action against the member, the notification shall contain written charges against the member with specifications sufficient to understand the nature of the charges.
- 30.7 A member may appeal a dismissal, demotion, suspension of more than twenty-four (24) paid hours, reduction in pay or a loss of accrued vacation days greater than two (2) days through the Grievance Procedure starting at Step #3 by filing a request in writing to the Safety-Service Director within ten (10) calendar days after the effective date of the disciplinary action.
- 30.8 A member may appeal suspensions of less than twenty-four (24) paid hours and loss of accrued vacation of two (2) days or less to the appointing authority according to Grievance Procedure Step #3. These issues shall not be arbitrable.
- 30.9 Oral and written reprimands may be issued without the necessity of pre-disciplinary hearings. Any such reprimand is subject to the Grievance Procedure through Step #3 and shall therefore not be arbitrable. A copy of the reprimand issued shall be sent to the member and confidentially to the RCFA unless the member indicates this shall not be done.
- 30.10 In case of dismissal, the member is entitled to immediate payment of all sums due him/her under this contract on his/her regular pay day, once he/she has returned all city property issued to him/her.
- 30.11 If an employee's absence without leave continues for two (2) consecutive working days (assigned twenty-four hour shifts), it will be deemed a resignation. If within ten (10) calendar days the absent member furnishes a satisfactory explanation, the resignation may be set aside by the Civil Service Commission within the above mentioned ten (10) calendar days. The RCFA has the right to file on a member's behalf, within the above mentioned ten (10) calendar days, an appeal to the Civil Service Commission for extension of the "explanation" period for up to an additional ninety (90) calendar days.

Article 31: Grievance Procedure

- 31.1 A grievance is an allegation by the City, a City employee or the RCFA that the terms of the agreement between the RCFA and the City of Reading have been violated or misrepresented. When an employee or the RCFA feels that there is a grievance under the terms of the agreement, he/she shall take the following steps.
- 31.1.1 Any employee having a grievance must first present it to his/her immediate supervisor. This must be done within fifteen (15) calendar days of the date on which the employee first becomes aware of the incident or circumstances precipitating the grievance. The supervisor shall render a decision within ten (10) calendar days.
- 31.1.2 If the employee is not satisfied with the decision at this level, the grievance shall then be put in writing and presented by the employee and/or representative of the RCFA to the Fire Chief within ten (10) calendar days of the Step 1 decision, but not later than thirty-five (35) calendar days after the employee becomes aware of the incident. A decision on the matter shall then be made by the Fire Chief within ten (10) calendar days.
- 31.1.3 If an employee is not satisfied with the decision at this level, the grievance shall be presented to the Safety-Service Director within ten (10) calendar days of the Step 2 decision. At this step, the employee shall be accompanied by a grievance committee appointed by the President of the RCFA. The Safety-Service Director shall render a decision within ten (10) calendar days.
- 31.1.4 If the employee is not satisfied with the decision at this level, a request shall be made for mediation within five (5) calendar days of receiving a written answer to Step 3. This request shall be in writing and presented to the Safety-Service Director or his designee.
- 31.1.5 If all of the above grievance procedures fail to resolve the grievance, either party may request that the matter be submitted to arbitration within twenty (20) calendar days following the receipt of the written answer to Step 3 of this grievance procedure. Either party may apply to the Federal Mediation and Conciliation Service for a list of available arbitrators. The City and the RCFA shall select the arbitrator from this list or succeeding list by alternate striking of names.
- 31.1.6 The decision of the arbitrator shall be final and binding upon both the City of Reading and the RCFA and the employees covered by this agreement. All fees and expenses shall be borne by the losing party in the arbitration. The expense of all witnesses, including expert witnesses, shall be paid by the party calling the witness.

- 31.1.7 The arbitrator shall have no authority to add to, delete from, or modify the terms of this Agreement.
- 31.2 The time limits set forth in this agreement may be extended by mutual written agreement. All grievances for which no timely answer is submitted by the City shall automatically be deemed denied and ripe for appeal to the next step. Grievances for which the RCFA fails to process according to the time limits set forth in this agreement shall be considered resolved according to the City's last answer.
- 31.3 Any "Proclamation of Disaster" duly issued and in force in the City of Reading or neighboring community, under which the services of the Reading Fire Department are being used, automatically extends the time limits in each applicable step of the grievance process for both parties to this agreement by five (5) days.

Article 32: Performance Evaluations

- 32.1 An employee's signature on any performance evaluation shall be viewed by the parties hereto only as a representation that the employee has read it; it shall not be viewed as a representation that the employee concurred in any or all of the contents or comments hereon. The employee shall be the last person to sign an evaluation and no value based comments may be made on record copies thereafter. The employee shall receive a copy of the evaluation in its final form.

Article 33: Personnel File

- 33.1 Each employee may inspect his personnel file maintained by the Employer during the employee's off-duty hours at a time mutually acceptable and shall, upon request, receive a copy of any documents contained therein. If an employee needs less than fifteen (15) minutes to review his personnel files, it may be done during duty hours provided it does not interfere with the work schedule for that day and approval is granted by the shift supervisor.
- 33.2 Unfounded or unsubstantiated complaints against an Employee will not be placed in the Employee's personnel file.
- 33.3 Written reprimands, not concerning monetary loss, may be kept in an Employee's personnel file for up to two (2) years from the date of the last occurrence. After two (2) years, if no further disciplinary action has been taken against the Employee, the reprimand will be expunged from the file. After two (2) years, it is the responsibility of the employee to notify the City to have written reprimands removed.
- 33.4 Disciplinary actions greater than written reprimands are a permanent part of the Employee's work record.

- 33.5 If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his file within seven (7) calendar days of becoming aware of the placement of the document in his file. No anonymous material of any type shall be included in the employee's personnel file.
- 33.6 The employee shall be given a copy of any material being placed in his personnel file at the time of its placement.

Article 34: Management Rights

- 34.1 Not by way of limitation to the following items, but to only indicate the type of matters or rights which belong and are inherent to the employer, the employer has the right to hire, evaluate, discharge, transfer to another department or classification, suspend, discipline, determine work assignments, determine work standards, determine quality standards, to make reasonable rules and regulations, to select work locations, determine types of equipment to be used, determine sequence of the work processes, set work hours according to the agreement with the RCFA, regulate overtime, consolidate or merge any or all of its facilities, properties or processes of work with or to any other municipality or entity; or effect or change in any respect the legal status, management or responsibility of such property, facilities or processes of work.
- 34.2 In addition, the RCFA agrees that all of the functions, rights, powers, responsibilities and authority of the employer with regard to the operation of its work force, which the employer has not specifically abridged, deleted, granted, or modified by the express and written provisions of the City's Agreement with the RCFA are and shall remain exclusively those of the employer, within the provisions of Ohio law.

Article 35: Gender Clause

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

Article 36: Waiver of Statutory Rights

- 36.1 It is the intention of both parties to this Agreement that the terms of this Agreement are the sole and exclusive expression of the rights and benefits provided to the members covered by this Agreement. Provisions of the Ohio Revised Code and the Ordinances of the City of Reading, which grant rights or provide benefits to employees are superceded and preempted by the express provisions of this Agreement. Statutory rights and benefits, and any rights

and benefits set forth in City Ordinances, in regard to probationary periods, hours of work, layoff and recall, vacation, sick leave, bereavement leave, injury leave, holidays, and any other matter set forth in this Agreement are preempted by the terms of this Agreement.

- 36.2 This waiver of statutory rights does not apply to any right which is not the subject of an express written provision of this Agreement. If this Agreement is silent as to any matter provided in state or federal law, or city ordinances, the provisions of such laws shall not be waived by this Section. This Section is not intended to be a waiver of any federal law which provides an express benefit or grants a specific right, this waiver shall be read as a part of any and all sections of this Agreement.

Article 37: Savings Clause

- 37.1 Should any article, section or portion of this agreement be held unlawful and unenforceable by any court, legislative or administrative tribunal of competent jurisdiction, then such decision or legislation shall apply only to that specific article, section or portion of the agreement. The parties agree that should any provision of this agreement be found invalid, both parties will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to negotiate agreeable language for both parties to that portion of the agreement that is found to be unlawful or unenforceable. The remainder of the agreement shall remain in full force and effect.

ARTICLE 38: Substance Abuse

- 38.1 This article applies to all bargaining unit members, regardless of title or classification. Further, it is the policy of the Reading Fire Department to maintain a Drug-Free Work Place. Henceforth, employees are notified that the manufacture, distribution, dispensing, possession, use or being under the influence of any illegal drug or controlled substance not prescribed by a physician is strictly prohibited during working hours.
- 38.2 Alcohol and illegal drugs in members' systems may impair their ability to perform their duties in a safe and efficient manner. The purpose of this article is: to deter alcohol and drug abuse, and to provide a consistent and fair plan to deal with members who abuse alcohol and/or drugs.
- 38.3 Members with drug/alcohol problems are encouraged to seek help before the problem impacts upon their employment.
- 38.4 Members who identify themselves as having a substance abuse problem and agree to enroll in a rehabilitation program approved by the Public Employees Assistance Program (PEAP) will be given the opportunity to seek recovery treatment.

- 38.5 Members shall not report to work or remain on-duty while under the influence of illegal drugs or alcohol. If a member reports to duty while under the influence of illegal drugs or alcohol, it will be the responsibility of the supervisor to arrange transportation of said member to their residence.
- 38.6 Any member who reports for duty under the influence of illegal drugs or alcohol may be subject to disciplinary action.
- 38.7 Members shall not possess, store, or use illegal drugs or alcohol during work hours.
- 38.8 Members shall not sell or provide illegal drugs or alcohol to any person while on-duty.
- 38.9 Any member who is arrested for a drug-related or alcohol-related statute violation shall notify his/her supervisor prior to the start of the member's next working day.
- 38.10 All members are responsible for the consistent enforcement of this article. Any supervisor who knowingly permits a violation of this article shall be subject to disciplinary action. Any member who observes a supervisor in violation of this article should report their suspicions to the next higher level of supervision.
- 38.11 As soon as practical following an accident involving a City employee, while in the course and scope of his/her duty and/or who was operating a City vehicle, the employee shall be tested for drugs and alcohol if the accident involved any of the following: a fatality, bodily injury to a person who receives medical attention or one (1) or more motor vehicles were disabled and needed to be transported from the scene.
- 38.12 A driver who is subject to post-accident testing shall remain readily available up to eight (8) hours for such testing or may be deemed to have refused to submit to testing. Nothing in this section shall be construed to require the delay of necessary medical attention for injured people following an accident or to prohibit a driver from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary medical care. Personnel held readily available will be compensated. The City will make every effort to expedite testing.
- 38.13 The results of blood or breath tests for alcohol detection or urine tests for drug detection which are conducted by federal, state, or local officials having independent authority for the test shall be considered to meet the requirements of this section, provided such tests conform to applicable federal, state, or local requirements, and

meet or exceed all requirements set forth herein and the results are obtained by the City.

- 38.14 If at all possible, an alcohol test shall be administered within two (2) hours following the accident.
- 38.15 If an alcohol test is not administered within two (2) hours following the accident, attempts to administer an alcohol test shall cease, and the supervisor shall prepare a written record stating the reasons the test was not administered.
- 38.16 If a drug test is not administered to the City employee within eight (8) hours following the accident, attempts to administer a drug test shall cease, and the supervisor shall prepare and maintain on file a written record stating the reasons the test was not administered.
- 38.17 Any member who refuses a drug/alcohol test may be subject to disciplinary action.
- 38.18 Any member who attempts to alter or adversely affect a drug/alcohol test shall be deemed to have refused to submit to the test and will be subject to disciplinary action which could result in termination.
- 38.19 If a member is not discharged, prior to returning to duty after testing positive for drugs/alcohol following a post-accident test:
 - A. The appropriate supervisor shall refer the member to PEAP.
 - B. If a member is not discharged, failure to comply with the evaluation and/or treatment recommendations until successful completion, as determined by the substance abuse professional, may result in termination, absent any extenuating circumstances.
 - C. The member shall submit to a drug or an alcohol test twenty-four (24) hours before returning to work or as determined by the substance abuse professional. If a positive test result is reported, the City contracted provider (PEAP) will determine if the amount of substance in the member's system has decreased, has remained constant, or has increased since the original reported positive test. If the amount has increased, this may result in disciplinary action absent any extenuating circumstances.
 - D. The department shall obtain a recommendation from PEAP that the member is capable of returning to duty.

- E. Following the substance abuse professional's determination that a member needs assistance for drug/alcohol abuse, the employee who is not discharged may be subject to unannounced intermittent follow-up alcohol/drug testing after the member has returned to duty.

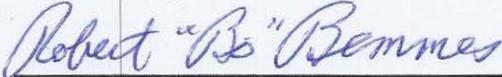
Article 39: Duration

This agreement shall be effective April 1, 2014, and shall remain in full force and effect through March 31, 2016; it is agreed that this agreement shall renew itself automatically from year to year unless either of the parties hereto notifies the other party no earlier than 90 days and no later than 60 days prior to the expiration date of its intention to terminate or modify this agreement. Such notice shall be hand-delivered to the City Safety-Service Director or his designee or the President of the RCFA or his designee.

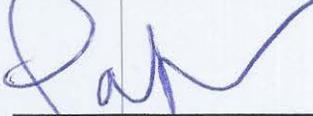
All sections of this agreement shall remain in force and effect until a new agreement is reached.

Agreed this 26th day of November 2014.

For the City of Reading:

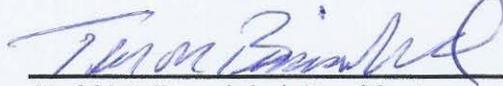


Robert "Bo" Bemmes, Mayor



Patrick G. Ross, S.S.D

For the R.C.F.A., Local 3717



Todd M. Burwinkel, President



Ryan J. Androne, 1st Vice-President



Eric R. Fischesser, 2nd Vice-President