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LABOR AGREEMENT

(March 1, 2016- February 28, 2019)

BETWEEN:

The City of Cambridge
&
I.A.F.F. Local 910



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ARTICLE 1
PREAMBLE & PURPOSE

Section 1.1 This agreement, entered into by the City of Cambridge, hereafter referred to as the “Employer,” and the Firefighters of Local 910, hereafter referred to as the “Union,” has as its purpose the following:

To comply with the requirements of Chapter 4177 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
SCOPE & EFFECT OF AGREEMENT
CONFLICT WITH LAW & ORDINANCES

Section 2.1 This agreement constitutes the entire agreement between the parties and it supersedes any and all prior and contemporaneous understandings (both written and oral) not specifically incorporated herein. Neither party shall have an obligation to negotiate during the terms of this agreement, except for the purpose of negotiating a successor agreement and any re-openers set forth in this agreement. There shall be no changes in, deletions from, or additions to this agreement except by voluntary mutual written consent.

Neither the Mayor, his designee, nor Local 910 will recommend any change, addition, or deletions as to any new or existing Civil Service Rule, Ordinance, or Resolution that would be in conflict with this agreement, unless the party shall give written notice to the Civil Service Commission (in the case of Civil Service Rules), or to the City Council (in the event of Ordinances and Resolutions).

Section 2.2 When this agreement makes no specification about a matter, the Employer and Union shall be subject to all applicable Federal, State, or Local laws or ordinances pertaining to wages, hours, terms, and other conditions of employment for said employees. Where there are provisions in both this agreement and in the Ohio Revised Code (ORC) or local Civil Service Rules covering a subject or matter, only the provisions of this agreement shall apply.

Section 2.3 If, during the life of this agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the agreement shall not be effected. In the event and provision herein is so rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and attempt to negotiate a mutually satisfactory replacement for such provision.

ARTICLE 3

UNION RECOGNITION

Section 3.1 The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Whenever used in this agreement, the term “bargaining unit” shall be deemed to include those individuals employed by the Employer in the classifications listed.

Section 3.2 All positions and classifications not specifically established herein as being included in the bargaining unit as certified by SERB and listed as follows: Assistant Chiefs, Captains, Engineers, Firefighters, and Inspectors, shall be excluded from the bargaining unit.

Section 3.3 Notwithstanding the provisions of the Article, management, confidential (professional), fiduciary, as per ORC 124.11, supervisory, casual, seasonal, as determined by SERB, and students whose primary purpose is education or training or who work as part-time employees less than 50 percent of the normal year shall be excluded from the bargaining unit, does not exclude the creation of a Firemen’s Auxiliary. Should the Employer create a new position, or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss the inclusion of the new position in the bargaining unit, subject to the restrictions outlined above.

Section 3.4 Current members of the bargaining unit and any eligible employee who becomes a member of the bargaining unit during the term of this agreement and voluntarily signs a written authorization for payroll deduction of union dues, shall continue dues deductions pursuant to “Article 10” herein until the window period that exists between the 120th and 90th day prior to the expiration of this agreement at which time he/she may withdraw his/her membership in the union by stating his/her intention in writing to the appropriate regional business office of the IAFF, and the Cambridge City Auditor. Upon receipt of such notice by the City Auditor, the payroll deduction for union dues for that employee shall stop.

ARTICLE 4

UNION REPRESENTATION

Section 4.1 The employer agrees to admit not more than two (2) Union staff representatives to the Employer’s facilities during the Employers normal office business hours, Monday through Friday.

Section 4.2 The staff representative(s) shall be admitted to the Employer’s facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given the Employer. Upon arrival, Union staff representative shall identify himself to the Employer or the Employer’s designated representative.

Section 4.3 The Employer shall recognize one (1) employee in the department to act as Union Stewart for the purpose of processing grievances in accordance with the Grievance Procedure. Stewart’s shall be recognized as representatives, as provided herein, for the department in which they are employed.

Section 4.4 The Union shall provide to the Employer an official roster of its officers and Local Union Stewart, or alternate, that is to be current at all times and shall include the following:

1. Name
2. Address
3. Home Telephone Number
4. Immediate Supervisor
5. Union Office Held

Section 4.5 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 4.6 The investigation and writing of grievances shall not interfere with the normal operation of the Fire Department.

Section 4.7 If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 4.8 Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union, employee or non employee, shall interfere, interrupt, or disrupt the normal work duties of other employees.
2. The Union shall not conduct union activities in any work areas without notifying the supervisor in charge of that area, of the nature of the union activity.
3. The Union employee official (*President, Vice-President, or Steward*) shall cease union activities immediately, upon request of the employee's immediate supervisor
4. A Union employee official abusing the rules of this section is subject to disciplinary action.

ARTICLE 5

UNION ACTIVITY

Section 5.1 There will be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of or membership in the Union.

ARTICLE 6

UNION BUSINESS

Section 6.1 Employees elected or appointed to represent the Union shall be granted time to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, and activities related to grievance procedures, without loss of pay.

ARTICLE 7
UNION RIGHTS

Section 7.1 Delegates and alternates appointed or elected by the Union's membership, not to exceed two (2) in number off duty at any one time, shall be granted time off with pay in order to perform their functions at one (1) convention per year, two (2) conferences per year and/or contract negotiations between the Employer and the Union.

Section 7.2 Attendance at conventions shall be limited to a maximum of two (2) tours of duty per person. Attendance at conferences shall be limited to a maximum of one (1) tour of duty per person.

ARTICLE 8
PREVAILING RIGHTS

Section 8.1 All rights, privileges, and working conditions enjoyed by the employees at the signing of this contract, which are not included in this agreement, shall remain in full force unchanged and unaffected in any manner, during the term of this agreement, unless changed by mutual consent.

ARTICLE 9
BULLETIN BOARD SPACE

Section 9.1 The Employer shall provide six (6) square feet of space on bulletin boards for the use of the Union in the Firehouse at convenient locations accessible to employees.

Section 9.2 It is understood that no materials may be posted on the Union bulletin boards at any time that contain the following:

1. Personal attacks upon any other member or any other employee.
2. Scandalous, scurrilous, or derogatory attacks upon the administration.
3. Attacks on any other employee organizations.
4. Attacks on and/or favorable comments regarding a candidate for public service.

Section 9.3 It is understood that the Union bulletin board will be the board at the end of the hallway in front of the bunkroom.

ARTICLE 10
DUES DEDUCTION

Section 10.1 The Employer agrees to deduct union membership dues in accordance with this Article for all employees eligible in the bargaining unit upon successful completion of their individual probationary periods.

Section 10.2 The Employer agrees to deduct regular union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the

proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 10.3 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues. The Union hereby agrees it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 10.4 The Employer shall be relieved from making such individual “check-off” deductions upon the employee’s:

1. Termination of employment.
2. Transfer to a job other than one covered by the bargaining unit.
3. Layoff from work.
4. An unpaid leave of absence.
5. Written revocation of the “check-off” authorization.
6. Resignation by the employee from the Union.

Section 10.5 The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues.

Section 10.6 The parties agree that neither the employees nor the union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deduction would normally be made by deducting the proper amount.

Section 10.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual’s dues deductions.

Section 10.8 Except as otherwise provided herein, each eligible employee’s written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

ARTICLE 11

MANAGEMENT RIGHTS

Section 11.1 Except as otherwise stated in this agreement, it shall be the right of management to administer the business of the City of Cambridge and in addition to other functions and responsibilities that are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to, direct the operations of the department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, which more

particularly include, but are not limited to, the following, which are not modified by the express terms of this agreement:

1. To manage and determine the location, type, and number of physical facilities, equipment, and programs.
2. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, to maintain order among employees.
3. To determine the department's goals, objectives, programs, services, to utilize personnel in the manner designed to effectively meet their purposes.
4. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of funds.
5. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained, in accordance with Ohio Revised Code 737.11.
6. To determine the necessity to schedule overtime and the amount required thereof.
7. To maintain the security of records and other important information.
8. To determine the overall budget.
9. To maintain and improve the efficiency and effectiveness of the Employer's operation.
10. To determine and implement necessary actions on emergency situations, (*i.e.*, *constitutes loss of life or property*).

Section 11.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by the agreement or ensuing agreements shall remain the exclusive function of the Employer.

ARTICLE 12

RULES & REGULATIONS

Section 12.1 The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the contents of the Employers services and programs.

Section 12.2 The Employer recognizes that no work rules, regulations, policies, or procedures shall be established that are in violation of any expressed terms of this agreement.

Section 12.3 The City agrees that a current copy of the Cambridge Fire Department, "Rules and Regulations," and "Policies and Procedures" shall be provided to each current member of the bargaining unit and for all newly hired employees.

Section 12.4 Every effort will be made to apply work rules, policies, and directives uniformly and mitigating circumstances may be considered.

Section 12.5 As of the date of the signing of the contract, the current policies that are in effect will remain in effect and if any changes are promulgated they will be implemented through Labor Management Meetings.

ARTICLE 13

GRIEVANCE PROCEDURE

Section 13.1 A grievance is a claim by a bargaining unit employee or the Union that there has been a violation, misinterpretation, or misapplication of the express provisions of this agreement, or a claim arising as the result of a reduction in pay or position for disciplinary reasons. Grievances or disputes that arise, including the interpretation of this agreement, shall be settled in the following manner:

Step one- Immediate supervisor

- 1 A member having an individual grievance will first attempt to resolve it informally with his assistant chief. Such attempt at an informal resolution shall be made by the member-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance or following such time as these events or circumstances became known to the member-grievant. Grievances brought to the attention of the assistant chief beyond the ten (10) calendar day limit shall not be considered.
- 2 A grievance representative may accompany the grievant should the latter request his/her attendance. Within ten (10) calendar days of the submission of the grievance, the assistant chief shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response, he/she may pursue the formal steps which follow.

Step two- Fire chief

- 1 Should the member-grievant not be satisfied with the answer in step one, within fourteen (14) calendar days thereafter, the grievant may appeal the grievance to step two by delivering a completed and signed authorized grievance form to the office of the fire chief. The chief shall date the form accurately showing the date the chief's office received the form.
- 2 The chief or designee shall, within fourteen (14) calendar days, schedule and conduct a meeting with the grievance chairman. The grievance chairman may bring to the meeting the member-grievant and appropriate grievance representatives, including but not limited to, a non-employee union representative. The chief and the employee may bring any appropriate witnesses.
- 3 Within fourteen (14) calendar days of the meeting in this step, the chief shall submit to the grievance chairman and the employee a written response to the grievance.

Step three- Director of public safety

- 1 Should the member-grievant not be satisfied with the answer in step two, within fourteen (14) calendar days thereafter, the grievant may appeal the grievance to step three by delivering a copy of the grievance form, containing the written responses at the prior steps and any other pertinent documents, to the office of the director of public safety. The director of public safety shall date the form accurately showing the date the director's office received the form.
- 2 Within fourteen (14) calendar days of receipt of the grievance form, the director of public safety shall investigate the grievance, and shall schedule and conduct a meeting to discuss the grievance with the grievance chairman or individual processing their own grievance. The grievance chairman and the member-grievant may bring to the meeting the appropriate union grievance representative, including but not limited to, a non-employee union representative. The director of public safety and the employee may bring any appropriate witnesses. Either party may bring legal counsel of their choice.
- 3 Within fourteen (14) calendar days of the meeting of this step, the director of public safety shall submit to the grievance chairman a written response to the grievance.

Step four- Arbitration

- 1 If the member-grievant is not satisfied with the answer in step three, within twenty-one (21) calendar days thereafter the union president may appeal to arbitration by serving a notice of intent to the employer.
- 2 Within twenty-one (21) days of the employers receipt of the notice of intent to file the grievance arbitration procedure, the labor council, shall by letter or email, request a panel of seven (7) arbitrators from Ohio who are members of the National academy of arbitrators from the Federal mediation and conciliation service. Within fourteen (14) calendar days of receipt of the list of arbitrators, the parties shall alternate striking of names from the list until one (1) name remains. FMCS shall be notified of the remaining name as the parties' selection as their arbitrator.

Section 13.2 If the Employer does not respond within the prescribed time limits, the grievance shall be deemed to have been responded to in the negative. Any grievance not advanced to the next step by the grievant or the Union, within the time limits in that step, shall be deemed resolved by the Employer's last response.

ARTICLE 14
INDIVIDUAL RIGHTS & DISCIPLINE

Section 14.1 Personnel Files: Every employee shall be allowed to review the contents of their personnel file within a reasonable time. If someone other than the employee reviews the file, the bargaining unit member shall be notified by the City of the review within a reasonable time. The employee shall have access to all materials in the file, unless otherwise provided by law during regular duty hours, provided that the custodian of the file may be present while the employee reviews the file. Memoranda clarifying and explaining alleged inaccuracies of any document in his file may be added to the file by the respective employee. The City is not prohibited from complying with a subpoena or with a request for document production by a government agency or party litigant, or from complying with any public records request. There shall be one (1) official personnel file for each member of the bargaining unit. The file shall be kept at City Hall. The City shall keep personnel files secure and shall have a procedure for their orderly review. Personnel information that is privileged by law shall not be released.

Section 14.2 Performance Evaluation: Signatures of employees shall be required on performance evaluations and such signatures will only mean the employee has read the evaluation. No subsequent evaluation comments shall be made on record copies once signed by the employee. Refusal to sign the evaluation shall be witnessed by the immediate Senior Officer. Performance evaluations shall not be used by the City in determining promotions of bargaining unit employees.

Section 14.3 Suspension, Discharge, & Other Discipline: In cases involving an allegation made by a law enforcement official that the employee committed a crime, the Employer shall have the right to immediately suspend the employee, with full pay, pending a full investigation of the charges. Confidential law enforcement investigatory records shall be protected by Ohio law. Discipline shall be for just cause and shall be governed exclusively by City Policies and Procedures, rules and regulations, and the provisions of this Agreement. Within seventy-two (72) hours prior to a pre-disciplinary hearing, the employee shall be given a written and signed notice advising him of his right to representation and advising him of the charges against him with sufficient specificity to enable him to prepare a defense/rebuttal

Section 14.4 Time Limit to File: Any complaints of violation of rules and regulations or of improper conduct that could not result in criminal charges shall be filed by the complainant within thirty (30) days of the date that the Fire Chief becomes aware or should reasonably have become aware of the alleged occurrence. Any complaints filed after the thirty (30) day time limit shall be considered unfounded and the complainant shall be so advised. Notification to the bargaining unit member within thirty (30) days that an investigation is being conducted shall be sufficient to comply with this section. Any complaint against a bargaining unit member shall be addressed in writing.

Section 14.5 Right To Representation: When a supervisor schedules a Firefighter for a pre-disciplinary hearing for the purpose of determining whether or not he has committed an infraction that is likely to result in disciplinary action of record (written reprimand, suspension, reduction, or dismissal) the supervisor will advise the Firefighter of his right to request that a

representative of the Union be present. Unless the employee waives this right to representation, the employee shall obtain a representative as promptly as possible and will be given a reasonable time to do so before the hearing is commenced. For the purposes of this paragraph, a "hearing" is a meeting between a Firefighter and a supervisor at a prescribed time and place after the alleged occurrence of the offense wherein the employee will be provided an opportunity to respond to the alleged charges of misconduct. The employee may elect to "waive" the hearing by setting forth such preference in writing.

Section 14.6 Investigations: Excluding matters involving criminal investigations, any member who is charged with violating the department rules and regulations will be provided access to transcripts, records, written statements, and tapes pertinent to the case. The information shall be provided within a reasonable time to allow the member and/or Local 910 to conduct an independent investigation in the matter prior to any arbitration proceeding. All members of the department shall be obligated to cooperate in the investigation conducted by the Employer and/or Local 910 and shall not be subjected to administrative/union pressure not to cooperate in the investigation. Either party has the right to take notes during an interview. If the interview is taped and a transcript is made by the Employer, the member will be provided a copy of such transcript upon written request directly to the Employer.

Section 14.7 Use of Polygraph: No polygraph shall be given for any reason.

Section 14.8 Disciplinary Action Through Grievance: Disciplinary action may be appealed through the grievance procedure. However, only disciplinary action that results in monetary loss shall be subject to the arbitration process as described herein. An employee may submit a written explanation or rebuttal relative to any record of verbal warning or written reprimand. A copy of such explanation/rebuttal shall be attached to the warning or reprimand and placed in the employee's personnel file.

Section 14.9 Progressive Discipline: The principles of progressive disciplinary action shall be consistent with the City Administration's "Disciplinary Policy" that will be developed with input of the Local 910 members.

Section 14.10 Duration of Records: All actions of record except oral reprimands, but including written reprimands or suspensions, may be maintained in each member's personnel file throughout their period of employment; however, records of suspension shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. Written reprimands shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period. In any case in which a written reprimand, suspension, or dismissal is overturned on appeal or otherwise rendered invalid, all documents related thereto will be removed from the personnel file of the member and shall be maintained, removed, or destroyed according to relevant Ohio law.

ARTICLE 15
PROBATIONARY PERIODS

Section 15.1 Every newly hired employee will be required to successfully complete a probationary period. The probationary period of new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of twelve (12) months. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

Section 15.2 A newly promoted employee will be required to successfully complete a probationary period beginning the effective date of the promotion and shall continue for a period of six (6) months thereafter. A newly promoted employee who evidences unsatisfactory performances may be returned to his former position at the end of his probationary period.

ARTICLE 16
NON-DISCRIMINATION

Section 16.1 Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, disability, national ancestry, genetic information, military status, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 16.2 Where there is an alleged violation of the provision of this article that qualifies for appeal under the rules of the Equal Opportunity Commission of the Ohio Civil Rights Commission, such matters shall not be able to be appealed through the grievance procedure contained in this agreement. The Employer and employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside organizations.

Section 16.3 All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 17
WORK HOURS

Section 17.1 Fire Suppression personnel shall work a three (3) platoon, twenty-four (24) hour tour of duty, followed by two (2) days (48 hours) off duty , for an average of a fifty-six (56) hour work week, except in the case of emergency during (*regular, intermediate, and extended*) call-outs.

Section 17.2 The twenty-four (24) hour tour of duty shall commence at 0700 hours and continue through to 0700 hours on the following day, and shall constitute one (1) work day.

Section 17.3 Fire Prevention (*Inspector*) personnel shall work an eight (8) hour shift and a forty (40) hour work week under the direction of the Fire Chief/Designee.

Section 17.4 No duties or chores, other than normal daily routines, will be scheduled on Saturdays, Sundays, and Holidays.

ARTICLE 18
MINIMUM MANNING

Section 18.1 Sufficient personnel shall be maintained on duty and available for response to alarms. Sufficient firefighting personnel shall be available to provide a minimum of five (5) career fire department members; of which at least one (1) will be an officer (*Assistant Chief or Captain*).

Section 18.2 If sufficient personnel are not available to meet manning requirements, fire personnel shall be retained or called in.

Section 18.3 Call-outs will be made to meet the requirements of this Article by the Officer-in-Charge or his designee.

Section 18.4 Total manpower at the Cambridge Fire Department shall be maintained at a minimum of twenty (20) full time professional firefighters. Anytime manpower falls below this level and if funds allow, steps will commence immediately to promote and hire in order to return manpower to the above stated level.

Section 18.5 Ranks within the Cambridge Fire Department will be as follows:

Chief-----	1
Assistant Chiefs-----	3
Captains -----	3
Engineers -----	6
Firefighters -----	6
Inspector (<i>Firefighter/Engineer/Captain/AC</i>) ----	1

The City will establish the following three (3) tiered classification for the Firefighter/Inspector position:

- Firefighter/Inspector (Level 1)*
- Engineer/Inspector (Level 2)*
- Captain/Inspector (Level 3)*
- A-Chief/Inspector (Level 4)*

Promotional requirements for each level will be established by the City through the Civil Service Commission. Wages and rates for each level will be negotiated by the City, with the Union. It is understood that during the life of this contract Local 910, the City, and the Civil Service Commission will mutually work out all details of these positions involving promotions, testing, transferring, etc., but the final decisions on filing a vacancy in this position shall be determined by management.

Sections 18.4 and 18.5 shall become null and void if and when the City enters fiscal watch and/or emergency, or declares bankruptcy.

ARTICLE 19

SANITATION, MAINTENANCE, UPKEEP

Section 19.1 The employer agrees to supply and make available all the materials required in the day-to-day maintenance and upkeep of the Fire Station and quarters.

ARTICLE 20

EXTREME WEATHER

Section 20.1 Employees will not be required to do non-emergency duties outdoors when elements are of extreme conditions, *(i.e., hosing down the lot in below freezing weather, operating the ladder/tower in unsafe conditions, such as high winds)*.

ARTICLE 21

PARKING

Section 21.1 The Employer shall provide adequate parking spaces adjacent to the Fire Department facilities, stations, and work sites.

ARTICLE 22

PRINTING & SUPPLING AGREEMENT

Section 22.1 This agreement and any future agreements shall be printed and supplied to each member of the negotiating team by the Employer within thirty (30) working days at no cost to the employee.

ARTICLE 23

PROTECTIVE EQUIPMENT

(Turn-Out Gear)

Section 23.1 Each member will be equipped with their own personal protective equipment. This equipment is to be purchased by the Employer and provided to each member at no cost.

Section 23.2 The protective equipment shall include: helmet, coats, gloves (meet NFPA minimums), boots, hood, and pants. All protective equipment shall meet state minimum standards. This equipment shall be inspected annually and replaced when unserviceable as determined by the Fire Chief or the immediate supervisor. Any equipment lost, damaged, or destroyed that is determined by the immediate supervisor, Fire Chief, or Service/Safety Director to be due to the employee's own negligence could result in the employee paying for the equipment.

ARTICLE 24

RESIDENCY

Section 24.1 All members of the Cambridge Fire Department are encouraged to live within Cambridge Township, the townships immediately adjoining Cambridge Township (see Section 24.2), or within a nine (9) mile radius of the Cambridge Fire Department (see Appendix "C" for map of 9 mile radius). An employee shall be on the short call out list if they reside within the parameters of this section.

Section 24.2 The townships of residency are as follows: Cambridge, Adams, Center, Jackson, Jefferson, Knox, Liberty, and Westland.

Section 24.3 Section 24.1 shall become null and void in the event of an all hands call.

Section 24.4 Notwithstanding the above, all bargaining unit members must reside in Guernsey County or one of the contiguous counties.

ARTICLE 25

PERSONNEL REDUCTION

Section 25.1 In the case of personnel reduction the employees with the least seniority shall be laid-off first. Employees shall be recalled in the order of their seniority. Time in the Fire Department shall constitute total seniority. No new employee shall be hired in Local 910 until all laid-off employees have been given ample opportunity to return to work.

Section 25.2 Employees who are eligible for recall shall be given fifteen (15) days notice of recall and notice of recall shall be sent to the employee by certified or registered mail at the employee's last known address, with a copy to the Union. The employee must notify the Employer of his intention to return to work within three (3) days of the receipt of the notice of recall. It is the responsibility of the employee to notify the Employer of any change in his mailing address.

ARTICLE 26

SENIORITY

Section 26.1 Seniority shall be determined by continuous full time service in the Fire Department calculated from the latest date of employment. Continuous service may be broken only by resignation, discharge, failure to return upon expiration of an approved leave of absence, failure to respond to recall, expiration of the one (1) year recall period, or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their eligible ranking on the entry level Civil Service Eligibility List. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 26.2 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure, as determined by the Service/Safety Director upon recommendation from the Fire Chief, for such leave, and returns to active service immediately following the expiration of the approved leave.

Section 26.3 Employees laid-off shall retain their seniority for the recall period. Employees declining recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

ARTICLE 27
CONTRACTING OUT

Section 27.1 Bargaining unit employees shall be offered the first opportunity to do bargaining unit work in overtime situations. No employee outside the bargaining unit shall perform bargaining unit work that causes the reduction of hours or lay-off of bargaining unit members.

Section 27.2 Mutual Aid agreements are permissible.

ARTICLE 28
ASSIGNMENTS DURING DISABILITY

(Light Duty)

Section 28.1 If an employee is determined by a physician to be able to serve light or limited duty, he shall be allowed to return to work under conditions set by the physician and agreed upon by the Employer. Dispatch/Clerical duties shall be the main light duty position for all members of the Fire Department. Preference shall be given, but not limited to employees injured on duty and they shall continue to receive all compensation and fringe benefits agreed to in this contract. Assignments to light duty shall be at the discretion of the Employer, but shall not be unreasonably withheld.

ARTICLE 29
JURY DUTY

Section 29.1 An employee required to be available for jury selection or service shall receive his regular daily wage for each day that would have been worked but for such jury participation. Any compensation received for jury duty shall be turned over to the Auditor's Office within two (2) working days.

Section 29.2 The employee shall immediately return to work upon completion of their jury duty and notify the duty officer of his/her availability.

ARTICLE 30
COURT LEAVE

Section 30.1 The Employer shall grant leave with pay to any employee for the period of time he is required to appear before a Court, Judge, Justice, Magistrate, or Coroner as a plaintiff, defendant, or witness, if City related.

ARTICLE 31
MILITARY LEAVE

Section 31.1 Any employee, who is a member of a Reserve Force of the United States or the Ohio National Guard, who is ordered to active duty by the appropriate authority, shall be granted military leave as provided by the Ohio Revised Code.

Section 31.2 Such leave shall not reduce the employee's seniority status, sick leave, or other benefits.

Section 31.3 Verification of attendance must be provided by employee if requested.

ARTICLE 32
MATERNITY LEAVE

Section 32.1 An employee shall be entitled to an unpaid leave of absence for maternity purposes. The employee should make application for such leave at least four (4) months before the anticipated delivery as indicated by the certificate of the physician. The maternity leave shall be for not more than six (6) months. The leave shall commence as recommended by certificate of the employee's physician. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. The Employer shall continue the insurance coverage for a maximum of six (6) weeks, or up to a maximum of twelve weeks (paid and unpaid leave) if the employee qualifies for Family and Medical Leave. Employees who are pregnant may continue to work; however, if the Fire Chief or his designee has good cause to believe that the employee's pregnancy is inhibiting the normal and adequate performance of her duties, he may require that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than that selected by the employee.

Section 32.2 The Family Medical Leave Act (FMLA) standards will be adhered to. Time spent on paid leave and unpaid leave shall be charged against available Family and Medical Leave, up to the maximum of twelve weeks.

ARTICLE 33
EDUCATIONAL LEAVE

Section 33.1 Employees shall be granted leave with pay for educational purposes to attend conferences, seminars, briefing sessions, or other functions of a similar nature that is intended to improve, maintain, or upgrade the individual's certifications, skills and professional ability, if City related and approved by the Fire Chief and/or Service/Safety Director.

ARTICLE 34
BEREAVEMENT

Section 34.1 Fire Suppression personnel working a twenty-four (24) hour tour of duty shall be granted two (2) working days of Bereavement Leave, Fire Prevention personnel working an eight (8) hour work day shall be granted three (3) working days of Bereavement Leave, for the death of a member in the employee's immediate family. The immediate family shall be defined as:

*spouse, son, daughter, step child, parents, parents of spouse, brother, sister,
grandparents, grandparents of spouse, son-in-law, daughter-in-law, and legal guardian.*

Bereavement Leave is not to be deducted from an employee's sick leave accrual, however, additional leave, chargeable to sick leave may be granted upon request by the Fire Chief, his designee, or Service/Safety Director.

ARTICLE 35
PATERNITY & ADOPTION

Section 35.1 Fire suppression personnel working a twenty-four (24) hour tour of duty shall be granted two (2) working days of paternity and/or adoption leave, Fire prevention personnel working an eight (8) hour work day shall be granted three (3) working days of paternity and/or adoption leave. Such leave shall not be deducted from the employee's accrued sick leave.

Additional leave may be granted upon request and is to be deducted from the employee's accumulated sick leave. Vacation, personal time, or unpaid leave may also be granted and time spent on paid and unpaid leave shall be charged against available Family and Medical Leave.

ARTICLE 36

PERSONAL LEAVE

Section 36.1 Each bargaining unit member shall be permitted four (4) Personal Days. The three (3) Personal Days (#1, #2, and #3) are unrestricted and are not deductible from employee's accumulated sick leave. Prior notice of thirty (30) minutes or more, prior to the start of a members tour of duty shall be provided to the shift officer. The fourth personal day will be restricted and will be based on the operational needs of the fire department. Time off for the fourth personal day will be deducted from the employee's accumulated sick leave.

Section 36.2 Any and all four (4) personal days may be split into two (2) shifts and taken in twelve (12) hour increments. The hours for splitting the days shall be from 7:00 a.m. to 7:00 p.m. and/or 7:00 p.m. to 7:00 a.m. An eight hour employee will be from 8:00 a.m. to 12:00 noon and/or noon to 4:00 p.m.

ARTICLE 37

SICK LEAVE

Section 37.1 Sick leaves shall be accumulated at 14 hours per pay period for Fire department employees working on 24 hour crew shifts.

Section 37.2 For employees working the standard eight (8) hour, forty (40) hour work week, and each completed eighty (80) hours in active pay status the employee earns 4.6 hours of sick leave. Active pay status may be defined as, hours worked, hours on vacation, hours on holiday leave, and hours on paid sick leave.

Section 37.3 The amount of sick leave time any one employee may accrue is unlimited.

ARTICLE 38

JOB RELATED MEDICAL LEAVE OF ABSENCE

Section 38.1 Job related leave may be granted for five (5) working days upon approval of the Service/Safety Director, at which time Workers Compensation may start. This time will not be deducted from sick time.

Section 38.2 When inactive pay status is determined all deductions and contributions of the City shall cease.

Section 38.3 The employee may, at that time, choose to assume the full cost of the insurance coverage, if extended leave of absence is granted by the City.

Section 38.4 If any employee is on Workers Compensation, he may continue to contribute the employee's share of the insurance cost for a period of eighteen (18) months.

Section 40.4 Birthday: Each member shall have their birthday off with pay. Birthdays shall be used within the calendar year, and may be used as a floating day, with prior notice given to the Fire Chief or Crew Supervisor. Birthdays may be split into two (2) shifts and taken in twelve (12) hour increments. The hours for splitting birthdays shall be from 7:00 a.m. to 7:00 p.m. and/or 7:00 p.m. to 7:00 a.m. An eight hour employee will be from 8:00 a.m. to 12:00 noon and/or 12:00 noon to 4:00 p.m. All employees that use an un-accrued birthday shall reimburse the City at the time of departure.

ARTICLE 41

LABOR MANAGEMENT MEETINGS

Section 41.1 Labor Management (L/M) Meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meetings shall be between no more than five (5) representatives of the Employer and no more than five (5) representatives of the Union, unless agreed upon by mutual consent. Arrangements for such L/M Meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented one (1) week in advance of the meeting. Matters taken up in L/M Meetings shall be confined to those included on the agenda. The members of the Union shall not lose time or straight time pay for time present on such L/M Meetings. This meeting may be attended by a representative of the International Union.

Section 41.2 A regular quarterly meeting will be held between the Employer and Union representative to discuss matters of mutual concern. A yearly list of dates and times of these quarterly L/M Meetings will be sent to the Union President at the beginning of each year. In the event neither party has submitted an agenda item for discussion, the L/M Meeting would be automatically canceled. Emergency meetings may be called at any time, and such meetings shall be convened within seventy-two (72) hours after such notice is given the parties.

Section 41.3 The purpose of Labor/Management Meetings shall be to:

1. Discuss the administration of the agreement.
2. Notify the Union of changes made by the Employer that affected the bargaining unit employee.
3. Discuss grievances that have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to in advance by the parties.
4. Disseminate general information of interest to the parties.
5. Discuss ways to improve productivity and efficiency.
6. Consider and discuss health and safety matters related to employees.
7. Other matters of mutual concern.

Section 41.4 Employee Union representatives shall be released from their assigned duties to attend Labor/Management Meetings.

Section 41.5 Labor/Management Meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

ARTICLE 42
VACANCY & PROMOTIONS

Section 42.1 The parties agree that all appointments to positions covered by this agreement, other than the original appointments from the eligibility list, shall be filled in accordance with this Article.

Section 42.2 Whenever the City determines that a permanent vacancy exists, such vacancy shall be filled from a current Civil Service Commission eligibility list, compiled from a competitive examination, provided by the Civil Service Commission as well as an assessment evaluation. A notice of such vacancy shall be posted on the Civil Service Commission bulletin board for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Civil Service Commission. The Civil Service Commission shall not be obligated to consider any application submitted after the posted date or any applicants who do not meet the minimum qualifications for the job.

Section 42.3 Nothing in this article shall be considered to limit or prevent the City's determination to fill the vacancy on a permanent basis.

Section 42.4 A mutually agreed upon company between the union and the city shall be used for all promotional testing. The promotional process shall consist of two steps. The first step will be a written examination. Upon receiving a passing score, the second step shall include an assessment center. The written score shall account for 40% and the assessment center score shall account for 60%. The candidate with the highest overall average at the end of the process shall receive the promotion.

Section 42.5 Whenever an employee is transferred to another crew because of vacancy, temporary promotion, probationary promotion, or crew change directed by management, with the exception of employees requesting transfers, then the employee transferring, if receiving two (2) short pay periods in a row, (*96 hour two week pay period*) shall be offered the opportunity to work an extended (12 hour) call-out during the interim period as determined by the Fire Chief. This call-out is not mandatory, the employee may elect to take the time off and just work their regularly scheduled work times.

ARTICLE 43
SHIFT EXCHANGE

Section 43.1 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department, and with the approval of their Supervisor.

ARTICLE 44
MILEAGE ALLOWANCE

Section 44.1 Employees that use their private vehicles for Fire Department business or Fire Schooling shall be compensated at a rate consistent with all departments city wide.

ARTICLE 45
TUITION REIMBURSEMENT

Section 45.1 The Employer will reimburse all employees for any cost incurred for books, fees, and tuition, upon successful completion of courses related to the Fire Service area, and for all courses necessary to complete degrees in the Fire Service area, as approved by the Service/Safety Director.

ARTICLE 46
YEARS OF SERVICE COMPENSATION

Section 46.1 Any employee who retires or is laid-off after five (5) years service, is eligible to receive his accumulated sick time, not to exceed sixty (60) eight (8) hour days, and all vacation time earned.

Section 46.2 Any employee, who retires or is laid-off after ten (10) years service, is eligible to receive 10% of all sick time in excess of 960 hours.

ARTICLE 47
NO STRIKE NO LOCKOUT- PRODUCTIVITY

Section 47.1 The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerned activities that interrupt the operations or services of the Employer by its members during the life of this agreement.

Section 47.2 The Employer agrees that neither it, its officers, agents, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union.

Section 47.3 The Union shall undertake every reasonable means to induce bargaining unit members to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 47.4 The Employer and the Union agree to cooperate to best secure, for the citizens of Cambridge and Cambridge Township, the maximum productivity in fire suppression, fire inspections, fire safety, and fire prevention.

ARTICLE 48
UNIFORM ALLOWANCE

Section 48.1 All uniforms including, badges, patches, regalia, etc., required of employees in the performance of their duties shall be furnished, without cost, to the employee, by the Employer and maintained in good safe condition.

Section 48.2 Each member of the Fire Department shall receive a clothing allowance in the amount of \$550.00 per man/per year.

Section 48.3 The following shall be approved uniform clothing:

uniform slacks	uniform jackets	uniform caps (<i>ball cap in summer</i>)
uniform coats	T-shirts	shirts (<i>long & short sleeve</i>)
shorts	belts	uniform ties
sweat shirts	coveralls	shoes or boots (<i>black</i>)
socks	long underwear	gloves

For purpose of definition and clarification of the previous stated item "uniform slacks," the following shall apply: "Uniform slacks" shall be interpreted as trousers, work pants, dungarees, denim work pants, etc. These items need only be approved by listing of the Fire Chief.

Section 48.4 Any other work related item(s) of uniform and/or personal equipment shall be included on the clothing allotment. These items must be work related and voluntarily purchased, on recommendation of the Fire Chief and approved by the Service/Safety Director or Mayor prior to the purchase.

Section 48.5 The Departmental policy adopted at the signing of this agreement regarding uniform standards, will be adhered to as part of this agreement, as outlined in that policy. Any changes in the uniform standards, (*i.e., style, type, etc.*) shall be the financial responsibility of the Employer, if such changes constitute a financial burden to the employee due to insufficient notification of said changes.

Section 48.6 All newly hired employees shall receive their Class "A" uniform (*Jacket, slacks, and Bell Cap*) before the end of their second year of employment at the expense of the employer.

ARTICLE 49

PENSION & RETIREMENT PLAN

Section 49.1 The current pension and retirement plan will be sustained, in accordance with Ohio Revised Code 742.

ARTICLE 50

HOSPITALIZATION PLAN

Section 50.1 The areas of coverage will be as follows:

Hospitalization	Major Medical	Dental
Surgical	Medical Expense	

Section 50.2 The bargaining unit member will agree to pay 15% of the monthly premium cost. The City will agree to pay the balance of the monthly premium.

Section 50.3 The City of Cambridge agrees to maintain the current dental program at no additional cost to bargaining unit members.

Section 50.4 The City shall establish an Insurance Committee comprised of one (1) representative from each of the City's employee bargaining units. These representatives must be enrolled in the City's health care benefits. The City may appoint up to three (3) representatives who are also enrolled in the City's health care benefits. For purposes of this article, Rank and

patrol officers shall be considered one (1) unit, Dispatchers shall be considered one (1) unit, AFSCME shall be considered one (1) unit, and IAFF shall be considered one (1) unit. Each local Union shall notify the City of the names of its representative. Decisions of the committee shall be by a majority vote of the committee.

Section 50.5 The Health Insurance Committee shall meet no later than sixty (60) calendar days prior to the end of the plan year to make decisions for the following plan year. The City will provide the Committee with all costs and experience data it has available.

Section 50.6 The Health Insurance Committee shall have full control of any and all changes and/or adjustments to the City's health care plan.

ARTICLE 51

LIFE INSURANCE & PAYMENT TO AN ESTATE

Section 51.1 Life Insurance: The Employer shall provide \$10,000.00 Life Insurance protection for each employee. The Employer shall pay 100% of the premium.

Section 51.2 Payment to an Estate: The estate of a deceased employee shall be paid all accumulated vacation pay, and 100% of all sick pay up to a maximum of 480 hours, due such deceased employee. Compensation under this Article shall be calculated at the employee's final total rate of pay.

ARTICLE 52

LONGEVITY

Section 52.1 The Employer agrees to the following longevity pay, which shall be added to the monthly wages of each employee:

<u>Years of Service</u>	<u>Biweekly Amount</u>
5-----	\$19.00
10-----	\$35.00
15-----	\$51.00

Section 52.2 For the purposes of longevity benefits, completed years of service shall be computed beginning with the anniversary of the employee's date of hire with the City.

ARTICLE 53

CALL-OUT PAY

Section 53.1 Regular: All personnel of the Fire Department, with the exception of the Fire Chief, called out for an emergency when off duty, shall be paid \$100.00 per person/per call.

Section 53.2 Intermediate: All personnel of the Fire Department, with the exception of the Fire Chief, called out for a period of not less than five (5) hours and less than twelve (12) hours, shall be paid \$150.00 per person/per call.

Section 53.3 Extended: All personnel of the Fire Department, with the exception of the Fire Chief, called out for a period of not less than twelve (12) hours shall be paid at the rate of \$350.00 per person/per call beginning March 1, 2016.

ARTICLE 54

WAGES

Section 54.1 There shall be a wage freeze effective March 1, 2016. Steps shall not be affected by the wage freeze. There shall be a re-opener for wages only for wages effective March 1, 2017 thru February 28, 2018 and wages March 1, 2018 thru February 28, 2019. Negotiations for the wage re-opener(s) shall begin 60 to 90 days prior to March 1, 2017 and March 1, 2018.

Section 54.2 Wages will be paid every two (2) weeks.

ARTICLE 55

WAIVER IN CASE OF EMERGENCY

Section 55.1 In case of a publicly declared emergency, defined as Acts of God or Civil Disorder, declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Cambridge, the Federal or State Legislature, the following conditions of the agreement may be suspended by the "Appointing Authority":

1. Time limits for management's replies on grievances.
2. All work rules and/or agreements and practices relating to the assignments of all employees.

Section 55.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they, (*the grievance(s)*), have properly progressed.

ARTICLE 56

APPENDICES & AMENDMENTS

Section 56.1 All appendices and amendments of this agreement shall be numbered or lettered, dated, and signed by the responsible parties and shall be subject to all provisions of this agreement.

ARTICLE 57

DRUG TESTING POLICY

Section 57.1 Alcohol abuse, alcoholism, drug abuse, or drug addiction is recognized by the parties as interfering with City services and as posing a danger to the public's health and safety as well as that of the employee's. It is recognized that the employer and the employee have the right to insist upon an alcohol and drug free environment, and to be free from direction by an individual, where reasonable suspicion exist to believe that individual to be under the influence of alcohol or drugs. It shall be a term and condition of employment that all employees be free from alcohol abuse, drug dependence, illegal drug use, or drug abuse.

Section 57.2 Definitions:

1. "*Employee*" means all employees covered under this collective bargaining agreement.
2. "*Illegal drug*" or "*Illicit drug*" means any drug or controlled substance defined to be illegal by the Ohio Revised Code, or any prescription drug that has not been properly and legally prescribed to an employee being tested herein, or is taken in excess of the prescribed dosage, and could impair an employee's performance.
3. "*Drug abuse*" shall include the usage of any illicit drug or illegal drug, alcohol abuse and alcoholism.
4. "*Reasonable suspicion*" shall have the same meaning as defined by Ohio Criminal Law.

Section 57.3 If an employee suspects that another employee is using illegal drugs or is under the influence of alcohol, he shall notify his supervisor. The supervisor shall make appropriate investigation. Any employee may request drug or alcohol counseling or rehabilitation, and no employee shall have his/her job security or promotion opportunities jeopardized by such request.

Section 57.4 Appropriate management or supervisory personnel may order any on-duty employee to undergo a drug or alcohol screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illegal drugs or alcohol, while on the job with such tests being paid for by the City. The purpose of the test is to determine if any drug, narcotic, or alcohol is present in the employee's system. Prior to administration of the screening test the employee shall notify his/her immediate supervisor of any prescribed medication and proof of prescription. An employee may, of his own volition, even if not ordered to do so, undergo a drug or alcohol screening test, if he/she is involved in an accident or injury while on the job. Testing done under these circumstances will be treated in the same manner as if the employee has been ordered to undergo screening. All such tests will be conducted by certified professional personnel. Tests may be conducted for drugs, alcohol, or both. If the tests are positive, indicating that the employee has used illegal drugs or alcohol the employer will order the employee to undergo a confirmatory test at a different laboratory or medical facility that is qualified to conduct such tests. For purposes of this section, a positive result from an alcohol test means a test result meeting or exceeding those specified in Ohio Revised Code, Section 4511.19 (A, 2, 3, or 4). The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete.

Section 57.5 If the screening test and confirmatory test are positive, the employee shall be subject to disciplinary action as a result of the drug abuse, unless the employee enrolls in a rehabilitation or detoxification program within ten (10) days of being notified of the test results. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, or compensatory time while he participates in such rehabilitation or detoxification programs. The program shall not exceed sixty (60) days. Upon successful completion of such program, if the program administrator certifies, and if a re-test demonstrates, that the employee is no longer abusing alcohol or drugs, the employee shall return to his position. Thereafter for a period of two (2) years, such employee shall be subject to random drug testing at any time. If the employee, after taking two (2) random tests and the results of both are negative for alcohol and/or drugs, then the City will pay for any further testing in the two (2) year period related to the same offense.

Section 57.6 If any employee;

1. fails to comply with the provisions of this section;
2. refuses to take screening or confirmatory tests, or to undergo rehabilitation or detoxification;
3. fails to complete a program of rehabilitation or detoxification, or after successfully completing such program, fails to take a random test as requested, for two (2) years after his/her return to duty;
4. test and re-test positive at any time within two (2) years after his/her return to work, upon completion of a program of rehabilitation or detoxification;

Then, under such conditions, the employee shall be subject to disciplinary action, including discharge.

Section 57.7 All test results and action taken under or pursuant to this article shall be kept confidential in accordance with state and federal law.

Section 57.8 The City will agree to provide as much information as possible in regard to testing procedures, testing facility to be used, type of test to be used, or any information considered to pertain to this article.

ARTICLE 58

PERFORMANCE INCENTIVE

Section 58.1 A volunteer Performance Incentive Program has been established for members covered by this agreement. The goals and criteria for achievement for this program will be posted in the Fire Department in March of each year of this agreement and shall be as follows:

(See Appendix "B" Performance Incentive Requirements, Page 31)

Section 58.2 The Performance Incentive Program shall be scheduled by the Fire Chief during a two (2) day period between the dates of September 15th and October 15th of each year of this agreement. Participating members shall be allowed two (2) attempts at achieving/passing each of the physical goals listed, during the scheduled program. The Fire Chief and his designee and/or two (2) designees appointed by the Fire Chief will observe and evaluate the member's performance to verify successful achievement and compliance with the goals and criteria in this program. The sum of Three Hundred Dollars (\$300.00) shall be payable, the last pay in November, to each member who successfully achieves and complies with the goals and criteria set forth in this program. This being a volunteer program, members wishing to participate in this event during their off duty time, shall not receive call-out pay. This program will not be used for anything other than a physical performance incentive program.

ARTICLE 59
DURATION

Section 59.1 Duration of the contract will be for a period of three (3) years, beginning the first day of March 2016, and shall expire at midnight on the first day of March 2019. All Articles and/or items agreed upon during negotiations, fact finding, or the arbitration process shall be retro-active to January 1, 2016.

APPENDIX "A"
SALARY SCHEDULE

	<u>January 2015</u>	<u>January 2016</u>
Assistant Chief	\$20.42	\$20.42
Captain	\$18.67	\$18.67
Engineer	\$17.10	\$17.10
Firefighter	\$15.93	\$15.93
Inspector <i>(FF.-Level 1)</i>	\$22.25	\$22.25
Inspector <i>(Eng.-Level 2)</i>	\$24.85	\$24.85
Inspector <i>(Capt.-Level 3)</i>	\$27.08	\$27.08
Inspector <i>(AC-Level 4)</i>	\$28.59	\$28.59

APPENDIX "B"
PERFORMANCE INCENTIVE REQUIREMENTS

1. The employee shall complete one (1) of the following:

Age:	<u>18-25</u>	<u>26-35</u>	<u>36-49</u>	<u>50-over</u>
<u>(a.) 1 ½ mile run</u>	14 min.	15 min.	16 min.	17 min.
<u>(b.) 3 mile walk</u>	40 min.	44 min.	48 min.	50 min.
<u>(c.) treadmill run</u>	6 mph 8 min.	6 mph 7 min.	6 mph 6 min.	5 mph 5 min.

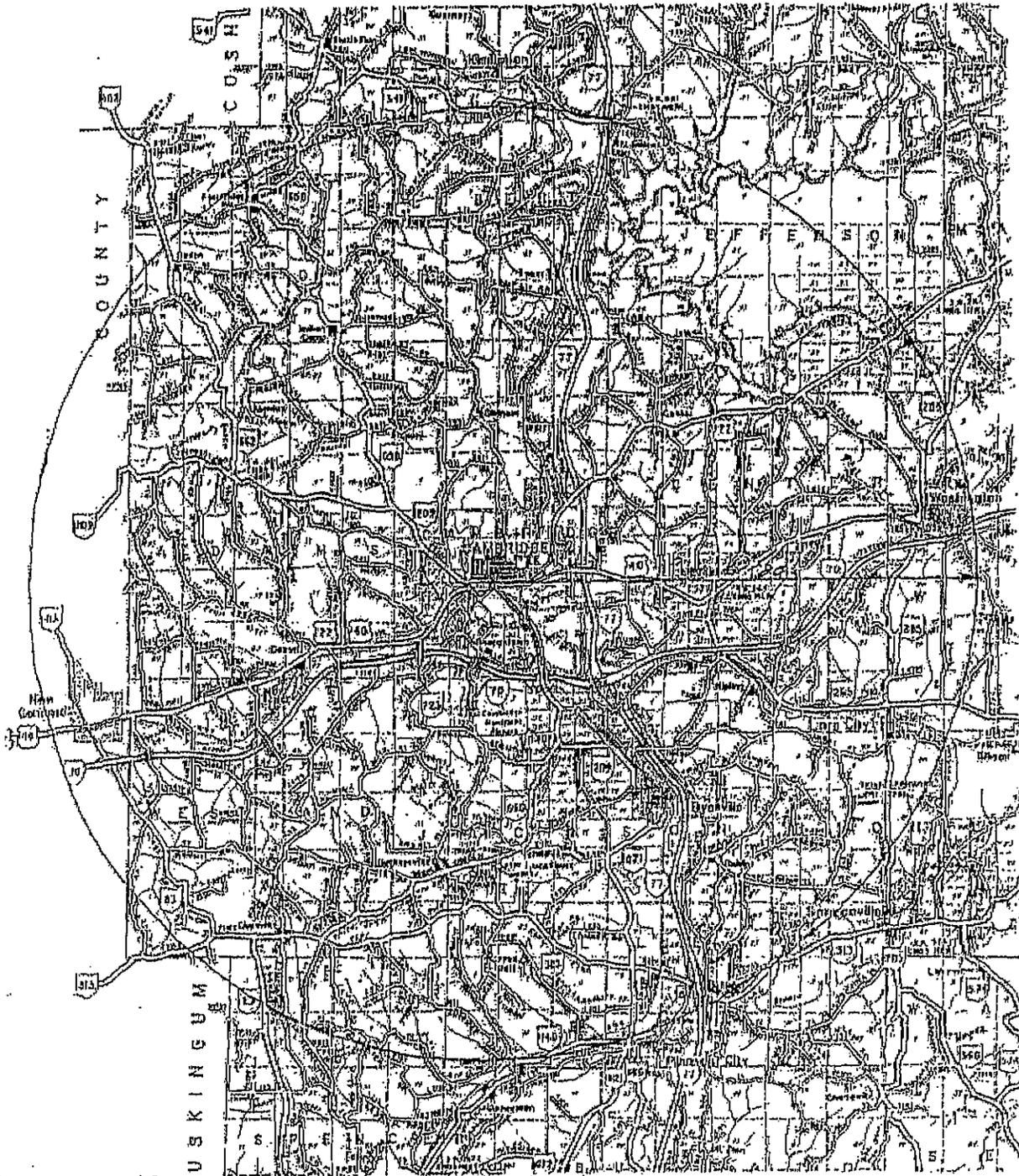
2. The employee shall complete each of the following:

Age:	<u>18-25</u>	<u>26-35</u>	<u>36-49</u>	<u>50-over</u>
<u>(a.) Stair Climb</u> 10 steps	8 up/back 8 min.	7 up/back 7 min.	6 up/back 6 min.	5 up/back 5 min.
<u>(b.) Sit-ups</u>	40 1 min.	37 1 min.	30 1 min.	22 1 min.
<u>(c.) Push-ups</u>	30	25	20	15
<u>(d.) Flex arm-hang</u> palms away	9 seconds	8 seconds	7 seconds	6 seconds

(e.) The employee, given a beam secured to a level floor and measuring 20 feet long by 3 to 4 inches wide and given a 50 foot section of fire hose with couplings, shall walk the length of the beam, carrying said hose, without falling off or stepping off the beam.

(f.) The employee given a weight of 85 lbs. shall lift the weight from the floor and carry the weight 75 feet without stopping.

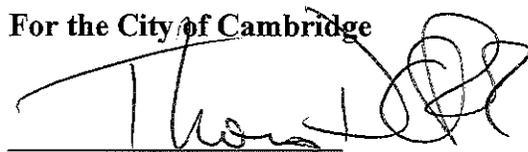
APPENDIX "C"
RESIDENCY MAP OF 9 MILE RADIUS



SIGNATURE PAGE

Executed at Cambridge, Ohio this 2nd day of May, 2016

For the City of Cambridge



Thomas D. Orr
Mayor

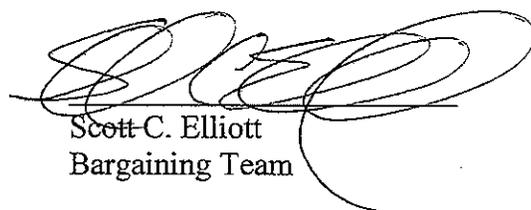
For IAFF Local #910



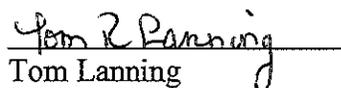
Justin S. Warner
President, Local 910



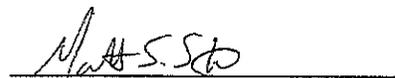
Robert Hill
Director of Public Safety



Scott C. Elliott
Bargaining Team



Tom Lanning
Director of Public Service



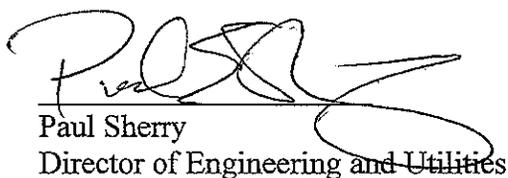
Matt S. Stiffler
Bargaining Team



Jeff Deeks
Fire Chief



Joshua R. Hatfield
Bargaining Team



Paul Sherry
Director of Engineering and Utilities



Edward Kim, Labor Council
Fishel Hass Kim Albrecht, LLP

Approved as to form:



Bill Ferguson, City Law Director