



**AN AGREEMENT BETWEEN**  
**THE CITY OF CAMPBELL, OHIO**  
**AND**  
**CAMPBELL FIRE FIGHTERS ASSOCIATION**  
**LOCAL 2998 IAFF & OAPFF**

**Effective: April 20, 2011**  
**Expires: April 19, 2014**

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**ARTICLE 1**  
**PREAMBLE**

This agreement is entered into by and between Campbell Fire Fighters Association, Local 2998, IAFF & OAPFF, hereinafter referred to as the "Union" or the "Bargaining Unit," and the City of Campbell of Ohio, hereinafter referred to as the "Employer." It is the purpose of this agreement to achieve and maintain harmonious relations between the Union and the Employer, to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other terms and conditions of employment.

**ARTICLE 2**  
**RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Campbell City Fire Department as certified by the State Employment Relations Board on October 28, 1985, Case Number 85-VR-09-4198.

**Section 2.** The bargaining unit shall include all full-time employees of the Fire Department who hold the rank of Fire Fighter, Fire Fighter/Inspector, Cadet Fire Fighter, or Captain. Excluded from the bargaining unit shall be the Fire Chief.

**ARTICLE 3**  
**UNION SECURITY/DUES CHECK-OFF/FAIR SHARE FEE**

**Section 1.** The City will deduct regular biweekly dues in the amount certified in writing to the City by the Secretary of CFFA Local 2998 from the pay of any member who timely executes the Union's authorization form. No other authorization form will be recognized. Any member who completes dues deduction authorization cards shall have their dues deduction continued for the term of this agreement.

**Section 2.** Payroll deductions shall be made every pay period of every month during which an employee is in active pay status. In order to commence check-off, the authorization card must be submitted to the City Clerk by the tenth (10<sup>th</sup>) work day prior to the pay day.

**Section 3.** Within sixty (60) days following the effective date of this agreement, and annually thereafter, the City will furnish to the Union a list showing the number of employees in each classification in the bargaining unit.

**Section 4.** In any given calendar year, any member of the bargaining unit who has elected to become a member of CFFA Local 2998 shall remain a member of the Union for the balance of that calendar year. Should the employee desire to discontinue membership for the subsequent calendar year, said employee shall notify both the Union and the City Clerk no later than December 1. Should an employee fail to do so, his membership shall continue for the subsequent calendar year.

**Section 5.** Any member of the bargaining unit who is not a member of CFFA Local 2998, and whose hiring date is subsequent to January 1, 1986, shall, as a condition of employment,

pay a monthly service charge hereinafter referred to as a "Fair Share Fee." Said "fair share fee" payment shall be made to the Union via a payroll deduction, and shall not be subject to the employee's written permission for same.

**Section 6.** For the purpose of this article, the "fair share fee" shall be ninety percent (90%) of the amount of CFFA Local 2998 dues, as certified by the Secretary/Treasurer of CFFA Local 2998. It is specifically agreed that the Secretary/Treasurer shall certify, both annually and as changes occur, to the City Clerk the following information:

- A. The amount of regular dues to be deducted in accordance with Section 1 of this article;
- B. The membership roster of CFFA Local 2998 from which regular dues shall be deducted;
- C. The amount of "fair share fee" to be deducted from non-members in accordance with Section 6 of this article;
- D. The list of non-member employees of the Campbell City Fire Department from which fair share fees shall be deducted.

**Section 7.** Any employee who becomes subject to the "fair share fee" provisions provided in this agreement shall be advised of same upon hiring. Said employees shall be advised of the rebate procedure and his/her rights of appeal as provided ORC 4117.09 (C).

**Section 8.** The Union shall indemnify the City against any and all claims, demands, suits, or other forms of liability or cost that shall arise out of, or relate to, any action taken or not taken by the City for the purpose of complying with the provisions of this article.

#### **ARTICLE 4**

#### **UNION ACTIVITY/NON-DISCRIMINATION**

**Section 1.** There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his/her activity on behalf of, or for membership in, the Union.

**Section 2.** The Employer and the Union agree to comply with all applicable federal, state, and local laws regarding non-discrimination based upon age, race, color, creed, national origin, gender, disability which may be reasonably accommodated, or marital status.

**Section 3.** The Employer and Union agree that the facilities of the Employer shall be free from sexual harassment in relationships between Employer and employee and employee and the public.

**Section 4.** All references to employees in this agreement designate both sexes, and wherever the male or female is used, it shall be construed to include male and female employees.

**Section 5.** Whenever an employee alleges being a victim of discrimination, the employee may process a grievance through Step 3. Such grievances are not subject to the arbitration procedure herein, but shall be processed through the administrative procedures of the Ohio Civil Rights Commission.

**ARTICLE 5**  
**LEAVES OF ABSENCE/UNION BUSINESS**

**Section 1.** Upon successful completion of the probationary period, an employee shall be eligible, upon written request of the City, for a personal leave of absence without pay or interruption of seniority for one (1) year and such continuation as may be necessary if one is selected for full-time work on the Union staff.

During any period of leave of absence granted under this article, all of the employee's benefits shall cease accumulating and remain banked for use upon returning to work. The employee shall not earn or be entitled to benefits while off.

The Employer agrees to contribute its share towards health insurance for the calendar month following the commencement of leave under this section. Thereafter, the employee on leave will be responsible for contributing the full cost of health insurance should he still wish to remain enrolled in the plan.

**Section 2.** Employees elected or appointed to represent the Union shall be granted time to perform their Union duties that arise from the administration of this agreement. Such representatives shall not suffer loss of time or pay for the processing of grievances, the appropriate filings of workers' compensation claims, or any other meetings with management.

**Section 3.** The Union President or designee shall be granted a paid leave of absence upon request to attend Union conventions, seminars, or similar functions. Such leave shall not exceed ninety-six (96) hours per calendar year. Leave shall be granted as long as there is no overtime incurred because of leave.

**ARTICLE 6**  
**RULES AND REGULATIONS**

**Section 1.** The Union shall acknowledge that it is the function of the Employer to establish, enforce, and amend from time to time rules and regulations to be supplied in printed form to the Union and each employee. The Employer agrees that this function shall be exercised in a manner consistent with the terms of this agreement and subject always to the rights of the employees as provided in local, state, or federal laws.

**Section 2.** The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that departmental rules and regulations, which affect working conditions and performance, shall be subject to the grievance procedure.

**Section 3.** Prior to implementation or modification of any new or existing rule, regulation, policy, or procedure which affects members of the bargaining unit, the Employer agrees to notify the Union at least fourteen (14) days in advance, to discuss the change(s) prior to implementation. The Union reserves the right to grieve the reasonableness of any newly established or modified work rule. No work rule shall be applied in an arbitrary or capricious manner or conflict with the terms of this agreement.

## **ARTICLE 7** **CORRECTIVE ACTION/DISCIPLINE**

**Section 1.** No employee shall be disciplined or discharged without just cause. Forms of disciplinary action shall include:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay. At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. Suspensions of record will only be used to deal with absenteeism related offenses. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

**Section 2. Progressive Discipline.** Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 3. Predisciplinary Conference.** Whenever the Employer determines that an employee may be suspended, demoted, or discharged, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the employee's right to Union representation and the time and place of a predisciplinary meeting, to be held no earlier than seventy-two (72) hours after notice is given.

The employee may be accompanied by a Union representative during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

**Section 4. Disciplinary Appeals.** Disciplinary appeals must be filed at the appropriate level of the grievance procedure within fourteen (14) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure. For those actions that are not eligible for arbitration, the Union and/or employee may attach a written letter of rebuttal to the record of discipline.

**Section 5.** Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

**Section 6.** Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction & Cautioning/Written Reprimands	12 months
Suspensions, Fines, & Reductions	24 months

## **ARTICLE 8** **MANAGEMENT RIGHTS**

**Section 1.** The Union recognizes that except as otherwise expressly limited in this agreement, the City has the sole and exclusive right to manage its operations and facilities and to direct the working force. The right to manage includes, but is not limited to, the authority of the City, in its sole and exclusive discretion and judgment, to:

- A. determine matters of inherent managerial policy which govern the function and programs of the City, standards of services, its overall budget, utilization of technology, and its organizational structure;
- B. direct, supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of its governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the City as a unit of government;
- H. take actions to carry out the mission of the City as a governmental unit.

## **ARTICLE 9**

### **GRIEVANCE PROCEDURE/ARBITRATION**

**Section 1.** The term “grievance” shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of this Agreement, including discipline and work rules and regulations in accordance with Article 6.

**Section 2. Group Grievances.** A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one (1) member of the group shall process the grievance. Such grievance shall be defined as a group grievance. The names and signatures of each member, on behalf of which the grievance is filed, shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group. The grievance procedure outlined in Section 6 shall be used throughout.

**Section 3. Procedure Generally.** All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits shall be considered to have been answered in the negative, and may be appealed to the next step in the grievance procedure.

**Section 4. Required Information.** All grievances must be filed in writing on a form provided by the Union and shall contain, but not be limited to, the following information.

1. Date and time grievance occurred
2. Description of incident giving rise to the grievance
3. Articles and sections of the agreement involved
4. Relief requested
5. Signature of the employee

**Section 5. Disciplinary/Chief Grievances.** Disciplinary grievances involving suspension, reduction in rank, or discharge are to be appealed directly to Step 2 of the grievance

procedure subject to the applicable time limitations. Grievances involving the actions of the Fire Chief shall be filed directly at Step 2 of the grievance procedure subject to the applicable time limitations. All other grievances related to disciplinary action are to be filed at Step 1.

**Section 6. Procedure.** Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing of a grievance. However, all grievances will go through and be filed by the Executive Board of CFFA Local 2998. Grievances shall be processed in the following manner:

**Step 1. Fire Chief.** The grievance shall be presented in writing to the Fire Chief within seven (7) calendar days after knowledge of the incident giving rise to the grievance. The Fire Chief shall render a decision and answer said grievance in writing within seven (7) calendar days of receipt of the grievance. If the grievant does not consider the matter resolved, he/she may advance the grievance to Step 2 within seven (7) calendar days of the receipt of the Chief's decision.

**Step 2. Mayor/Designee.** If the grievance is not settled at Step 1, the grievance shall be submitted within seven (7) calendar days to the Mayor. The Mayor shall conduct a hearing on the matter within fourteen (14) calendar days of receipt of the grievance. The principals of the grievance shall be afforded an opportunity to present their respective cases. Within seven (7) calendar days of the close of the Mayor's hearing, the Mayor shall render a decision in writing to the grievant and the Union. If the grievant considers the matter unresolved, he/she may request a review by the Executive Board of CFFA Local 2998 to proceed to arbitration. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of the final answer on a grievance from Step 2, the IAFF shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

**Section 7. Selection of the Arbitrator.** Within fourteen (14) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the Union may submit a joint request for a panel of seven (7) National Academy Certified, Ohio resident arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to one (1) list and request another list. The party rejecting the list shall bear the cost of obtaining a new list.

**Section 8. Hearing and Decision.** The arbitrator shall conduct a hearing on the grievance within thirty (30) days of appointment. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall, within thirty (30) days of close of the record, render a decision that will be final and binding on the parties. Such decision shall concern only the issues that were submitted to arbitration, and cannot alter the terms and conditions of this agreement. The arbitrator's decision is subject to judicial review in accordance with the Ohio statutes. Any and all timelines set by this section shall be subject to reasonable extension by a mutual consent of the parties. The granting of said consent is not to be reasonably withheld by either party.

**Section 9. Arbitration Expenses.** The expenses and compensation of all witnesses, court reporters, and transcripts, shall be borne by the party requesting such. The expenses and compensation of the arbitrator shall be borne by the losing party.

**Section 10. Authority of the Arbitrator.** The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to add to, or subtract from, or modify any of the terms of this Agreement.

**Section 11. Arbitrability.** The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

## **ARTICLE 10** **LABOR MANAGEMENT COMMITTEE**

There shall be a Labor Management Committee consisting of two (2) employee representatives and two (2) Employer representatives. The committee shall meet within four (4) days of the request of either party, but in no event shall the committee meet less than twice per year. The committee's purpose is to discuss matters of mutual concern, facilitate the administration of the agreement, and resolve if possible potential grievances. The committee shall have the authority to make recommendations to the Employer and the Union.

## **ARTICLE 11** **SAFETY AND HEALTH**

**Section 1. Standards.** The Employer agrees to provide the highest standards of safety and health in the Fire Department in order to eliminate as much as possible accidents, deaths, injuries, and illnesses in the Fire Service.

**Section 2. Safety Committee.** A safety committee is hereby established and will consist of the following members: a representative of the City Administration, one (1) Union representative, and the Fire Chief. The Labor Management Committee may serve as the Safety Committee. The committee will conduct work safety inspections on a quarterly basis, note safety hazards, and make recommendations to the City Administration and City Council. These reports shall be given biannually. Should the recommendations by the Safety Committee fail to be acted upon, the Union may grieve same.

## **ARTICLE 12** **HOURS OF WORK/SHIFT EXCHANGE**

**Section 1.** Work hours and schedules shall constitute a fifty-three (53) hour work week, averaged over a twenty-eight (28) day work cycle. Work schedules in the Fire Department

will be scheduled on a basis of three (3) platoons. Members of each platoon shall work a twenty-four (24) hour work day, followed by a minimum of forty-eight (48) hours off duty.

**Section 2.** In order to reduce work hours to an average of fifty-three (53) in the cycle, each employee shall be scheduled to work nine (9), twenty-four (24) hour turns in each twenty-eight (28) day work cycle. The difference between fifty-three (53) hours and fifty-four (54) hours in the work cycle shall accrue as compensatory time off at the rate of one and one-half (1 1/2) hours per hour worked. Accrued compensatory time off shall not exceed four hundred eighty (480) hours at any time. Such time off shall be granted upon the employee's request, with a minimum of three (3) days prior notice, subject to the approval of the Chief.

Hour Reduction Day will be taken by each bargaining unit member on the turn that is scheduled to work ten (10) days in a twenty-eight (28) day cycle. Days off will be scheduled by seniority fourteen (14) days prior to the twenty-eight (28) day cycle with ten (10) work days scheduled.

No more than one (1) fire fighter will be granted time off at any one time.

**Section 3. Fifty-Six (56) Hour Work Week Option.** By mutual agreement between the employee and the Employer, an employee may be permitted to waive his hour reduction days annually and elect to be scheduled for the full compliment of turns during the twenty-eight (28) day cycle. Application must be made in November of the year preceding the schedule change. Should either party determine that they do not wish to continue with this option, they shall notify the other and the schedule will be adjusted to reflect an average fifty-three (53) hour work week for the next cycle.

**Section 4. Shift Exchange.** Bargaining unit employees shall be permitted to exchange hours of work upon approval of the Chief of the Department. When trades are made, overtime shall not apply.

**Section 5. Shift Selection.** On November 1 of each year, employees shall submit to the Chief requests for transfer to another platoon, effective the first work cycle in the next year. In considering such requests, the Chief may consider the qualifications and special training of individuals, seniority, and desires of other members of the Department. Platoon assignment shall be made at the sole discretion of the Chief.

**Section 6. Manpower Adjustment.** When deemed necessary, the Employer may adjust a bargaining unit member's schedule (twenty-eight [28] day cycle) in order to cover a manpower shortage. Such shortage will be limited to injured on duty (IOD) and school only. The movement of members will be limited to two (2) moves each (moved from his and/or her regular turn and back twice) per year. A minimum notice of two (2) weeks will be given to the bargaining unit member being moved. Any member being moved will not lose any time (comp time and/or hour reduction day) for the cycle. If the ten (10) turn cycle of the bargaining unit members normal turn falls into the movement and he or she only works nine (9) turns in the cycle, then he or she will receive the hour reduction of his or her choice off with pay. Any member on vacation will not be called back early to move to another turn. The member will be able to move after he or she has completed his/her first day back from vacation on his/her normal turn.

**ARTICLE 13**  
**OVERTIME**

**Section 1. Rate.** In the event that a need for overtime occurs in the Fire Department, overtime shall accrue to members of the bargaining unit and shall be voluntary. Hours worked in excess of the employee's shift will be paid out at the employee's overtime rate. A minimum of four (4) hours overtime will be paid on any call back to duty. Should the overtime occur on a holiday, the employee shall receive double time (2x) in addition to his normal holiday compensation.

**Section 2. Distribution.** All overtime shall be offered and rotated equally among employees by seniority. The Employer agrees to maintain a log to show the time of call and response from each employee called as to whether it was refused, accepted, no answer, off sick, off on vacation, etc. When overtime is needed, the Captain or Acting Captain of the turn on duty will notify the Fire Chief of the overtime. Then he or she will use the overtime log book at the report desk and page out for overtime. The Captain or Acting Captain will page the bargaining unit member for overtime, wait fifteen (15) minutes for a call back, then place a call to the member's residence. Overtime will be held and not offered on the following: off sick on your own turn, and if you are on duty when the overtime occurs. The Captain or acting Captain will maintain the overtime log book as well as the report off sheet. The Fire Chief will oversee the log book and maintain a log book for overtime payroll. Only a maximum of three (3) turns of overtime will be held in the bank for any bargaining unit member and he or she will lose any excess of turns that occur. If overtime occurs on another turn, and a member was off sick on their turn, he will be offered overtime on that turn.

**Section 3. Court Time.** Should a member of the Fire Department be called to testify before a court of law or other governmental body, commission, or board, the employee shall be paid straight time for hours spent in attendance at such hearings.

**Section 4. Compensative Time.** In lieu of cash payment for overtime, an employee may elect to receive compensative time off. Any compensatory time off shall not exceed four hundred eighty (480) hours as per the Fair Labor Standards Act (FLSA). Such time off must be used within one (1) calendar year from the time it is earned. Compensative time off shall be taken upon the employee's request provided adequate notice of at least three (3) days is given management. Cash payment for all accrued "comp time" shall be paid upon separation from employment.

**Section 5. Fifty-Three (53) Hour Work Week.** The overtime rate will be paid for all hours worked in excess of the fifty-three (53) hour work week, or hours worked in excess of the employee's shift. Sick days and holidays shall not be used for the purpose of calculating overtime. Caveat: This Article 13 contract overtime modification is only in effect as long as the State of Ohio determines that the City of Campbell is on a fiscal emergency and becomes moot and the parties revert to the current contract application.

**Section 6. Overtime Hours.** Overtime will consist of two (2) lists, a short list (one [1] – seven [7] hours), and an eight (8) hour list. If overtime falls between nine (9), ten (10), and eleven (11) hours, two (2) members will be called from the short list. This will also apply to the seventeen (17), eighteen (18), and nineteen (19) hours whereas one (1) member will work

from the eight (8) hour list, and two (2) members will work the remaining hours from the short list. The only two (2) exceptions to this section are that if:

1. Overtime falls in to the night turn hours, one member will work the final eight (8) hours of that turn (11:00 p.m. through 7:00 a.m.). Any other hours needed for overtime will come off the short list.

and

2. A bargaining unit member has an emergency and must leave from the hours of 3:00 a.m. through 7:00 a.m., the Captain or Acting Captain on duty can call members from the turn coming on duty at 7:00 a.m. to fill in the overtime. This will go by seniority (use of guidelines in Article 13, Section 2, of this contract), and the member accepting this overtime will not be removed from the overtime list. If none of the members accept this overtime, the Captain or Acting Captain will use the short notice overtime book to call out for overtime. Members accepting overtime from this book will not be removed form the overtime list.

## **ARTICLE 14** **WAGES**

**Section 1.** The rates of pay shall remain unchanged for the duration of this Agreement:

<u>Classification</u>	<u>Annual Salary</u>	<u>Base Hourly Rate</u>	<u>Base Overtime Rate</u>
Firefighter	\$36,004.13	\$13.0639	\$19.5959
Firefighter/Inspector	\$36,004.13	\$13.0639	\$19.5959
Fire Captain	\$37,753.08	\$13.6985	\$20.5478

**Section 2. Acting Captain Pay.** When a Fire Fighter is required to act in the capacity of a Fire Fighter in charge of a turn or shift, that employee shall be paid at the rate of Captain for those hours worked in that capacity.

**Section 3. Hazardous Duty Pay.** The parties acknowledge that a six hundred dollar (\$600.00) hazardous duty pay supplement was abolished and rolled into the base wages of bargaining unit members, effective April 1, 2008.

## **ARTICLE 15** **LONGEVITY PAY**

Longevity pay for employees of the Fire Department shall be paid by the City of Campbell commencing on the first pay of December following the completion of five (5) years of service. The rate of compensation of the longevity pay is hereby established at two dollars and seventy-five cents (\$2.75) per month for each month of service for this contract. A maximum of six hundred dollars (\$600.00) per annum. Said compensation shall be added to the overtime rate of each eligible employee.

**ARTICLE 16**  
**VACATION LEAVE**

**Section 1. Accrual.** Each employee shall be eligible for vacation with pay after one (1) year of service with the Employer. Vacation leave shall be earned annually based on the following schedule as to years of service required:

One (1) through five (5) years	Two (2) weeks
Six (6) through ten (10) years	Three (3) weeks
Eleven (11) through fifteen (15) years	Four (4) weeks
Sixteen (16) through nineteen (19) years	Five (5) weeks
Twenty (20) years or more	Six (6) weeks

**Section 2. Vacation Selection.** Selection of vacations shall be on a seniority basis. Employees' vacation requests shall be submitted by December 15 of the year preceding the year in which the vacation is to be taken to guarantee such vacation selection. From December 15 to January 2, no vacation requests will be accepted. The employee's selection shall be approved or denied by the Fire Chief by January 2. Denial shall be for reasons of manpower shortage only. Such denial shall be made in writing to the employee. Only one (1) Fire Fighter per shift shall be on vacation at a time. After an employee's vacation has been approved, it may be changed only by mutual consent.

Should vacation time be available, the Fire Chief may waive the notice requirement provided above. Vacation may be taken one (1) day at a time. Vacation may be taken one (1) day at a time. After January 2, employees may request vacation time should it be available. The employee's request shall be approved or denied in writing by the Fire Chief within three (3) days of receipt. Requests shall be acted upon on a first-come, first-served basis, except that where two (2) employees submit requests for the same day, at the same time, seniority will prevail.

**Section 3. Buy Back Option.** In the event of a manpower shortage in the Fire Department because of sickness, injury, accident, or vacations, and if said shortage creates an emergency as determined by the Fire Chief and concurred with the administration, the City of Campbell will offer the option to buy back up to fifty percent (50%) of the vacation time from the employee in order to fill the vacancy or vacancies causing the emergency. Employees who choose to purchase vacation time shall have such option according to availability and in order of seniority. All vacation purchases shall be at the employee's basic hourly rate as listed in Article 14, Section 1.

**Section 4.** Any Fire Fighter on vacation buy back is still eligible to work any overtime turns and to answer any fire alarms he/she is called to while off duty.

**Section 5.** The City has the right to postpone an employee's vacation when an emergency situation exists or a manpower shortage, only when the employee mutually agrees to postpone his vacation.

**Section 6. Vacation Weeks/Days Off.**

Two (2) weeks	=	Five (5) working days off
Three (3) weeks	=	Seven (7) working days off
Four (4) weeks	=	Ten (10) working days off
Five (5) weeks	=	Twelve (12) working days off
Six (6) weeks	=	Fourteen (14) working days off

Employees earning additional week(s) of vacation leave during the year will be granted those additional working days off.

**ARTICLE 17  
HOLIDAY PAY**

**Section 1. Holiday Days Off.** From January 1, 2001, until December 31, 2001, the bargaining unit will receive in lieu of holidays or holiday pay five and one-half (5 1/2) shifts off to be taken under the same conditions as vacation.

**Section 2. Holidays.** Starting January 1, 2002, the bargaining unit members of the Fire Department will receive holiday pay for hours worked on the following holidays:

New Year's Day	Martin Luther King Day	President's Day
Good Friday	Easter Sunday	Memorial Day
Fourth of July	Labor Day	Columbus Day
Veterans' Day	Thanksgiving	Christmas Day

**Section 3. Holiday Pay.** Holiday pay for the bargaining unit members of the Fire Department shall be as follows. The turn that is off will receive eight (8) hours of straight time pay. The Back Turn (working 12:00 a.m. until 7:00 a.m.) will receive seven (7) hours of holiday pay at his and/or her time and one-half (1 1/2) rate. The turn that is on duty the day of the said holiday (working 7:00 a.m. until 12:00 midnight) will receive seventeen (17) hours of holiday pay at his and/or her time and one-half (1 1/2) rate for the hours worked on said holiday. Bargaining unit members who are on vacation during the week of said holiday shall receive eight (8) hours of straight time pay in addition to their normal compensation.

**ARTICLE 18  
UNIFORM ALLOWANCE/TURN-OUT GEAR**

**Section 1. Uniform.** Bargaining unit members of the Fire Department shall receive a uniform allowance of five hundred dollars (\$500.00) per year for the duration of the contract. The uniform allowance shall be paid to the bargaining unit member the first pay of June in every calendar year.

**Section 2. Turn-Out Gear.** The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, protective clothing, and other protective equipment such as personal alarm devices necessary to preserve and protect the safety and health of the Fire Fighters. All protective clothing and equipment will meet or exceed the NFPA 1500 Standard.

**Section 3. Portable Radios.** The Employer (City) will provide and maintain as a safety factor all members of the bargaining unit with a multi-channel portable radio with charger. All bargaining unit members will have said radio with them at all times. All members will be responsible for any damage to their radio while off duty and will be responsible for the repair cost.

**Section 4. Self-Contained Breathing Apparatus.** Each full-time Fire Fighter shall be assigned his/her own face piece for his/her exclusive use with the self-contained breathing apparatus.

## **ARTICLE 19** **SICK LEAVE**

**Section 1. Accrual.** Employees of the Fire Department shall accrue sick leave at the rate of 13.25 hours per month. Such leave shall accrue without limit as long as the employee is on active pay status. For the purpose of this section, any time the employee is on duty, vacation, holiday time, sick leave, injury leave, funeral leave, compensative time, or other approved leave on active pay status, such time shall be considered “hours worked” for sick leave accrual calculations.

**Section 2. Usage.** Sick leave may be used for absences due to illnesses or injury of the employee, or for absences necessitated by the illness or injury of the employee’s immediate family. The immediate family shall be defined as the employee’s spouse, child, stepchild, mother, father, mother-in-law, father-in-law, or any other dependent living in the home. Such leave shall be deducted hour for hour from the employee’s accrued sick leave account. An employee desiring to use such leave is required to report off from his/her normally scheduled shift at least one-half (1/2) hour prior to the commencement of his/her shift to qualify for approved leave.

**Section 3. Compensation at Separation.** Employees shall be compensated in cash at the regular rate of pay for ninety (90) days of accumulated sick leave when they are permanently separated from the Fire Department by resignation, death, retirement, or layoff.

## **ARTICLE 20** **FUNERAL LEAVE**

**Section 1. Death Benefit.** An employee shall be entitled to a paid personal leave of two (2) twenty-four (24) working days off, including scheduled days off, for the death of a member or members of the employee’s “family.” For the purpose of this article, the employee’s “family” shall be defined as the employee’s spouse, child, stepchild, grandchild, mother, father, sister, brother, mother-in-law, father-in-law, grandfather or grandmother.

**Section 2. Out of State Funeral.** Upon special request to the City Administration, the Employer may extend the death benefit as provided in Section 1 of this article due to travel necessitated by the funeral located out of state. Out of state will be considered as a distance further than one hundred (100) miles driving distance from the City.

**ARTICLE 21**  
**LIFE INSURANCE**

**Section 1.** The Employer shall provide a life insurance policy for the employee in the amount of twenty thousand dollars (\$20,000.00). Such policy shall provide for accidental death or dismemberment. All premiums for the policy shall be paid for by the Employer.

**Section 2. Death in the Line of Duty.** Any bargaining unit member who is killed while on duty shall receive either to his named beneficiary or his estate the amount of the difference between the member's life insurance coverage and the member's yearly wages, either in a one-time lump sum or in a regular bi-weekly payment at the discretion of his executor in addition to any other benefits that may be applicable.

**ARTICLE 22**  
**HEALTH BENEFITS**

**Section 1.** The Employer shall make available to all employees comprehensive major medical/hospitalization health care insurance. The Employer shall select appropriate carriers/providers and otherwise determine the method of provision and coverage. The costs and/or terms and conditions of said insurance shall be at the discretion of the Employer and may be subject to change, but only if said change(s) is applied to all City employees in kind. The participating employee may elect either single, with spouse, with children, family or other coverage offered under the plan.

**Section 2.** Bargaining unit employees shall contribute the following amounts toward the monthly premiums for their health care coverage/premium:

Fifteen percent (15%) not to exceed sixty-five dollars (\$65.00) per month.

**Section 3. Carrier Change.** If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action and receive and consider input from the Union.

**ARTICLE 23**  
**RETIREMENT/PENSION PICK-UP**

**Section 1. Severance.** Employees of the Fire Department shall notify the City Administration as soon as is practical of impending retirement. Upon separation, the City will pay the employee, at his hourly wage, for all accrued vacation, accrued but unused sick leave, not to exceed ninety (90) days, and overtime banked as unused compensatory time. The Employer agrees to expedite the necessary documents requested by the Police and Firemen's Disability Pension Fund upon separation from the City's employment.

**Section 2. Pension Pick-Up.** The Employer agrees to continue the established plan of "designated pension contribution pick-up." Effective July 1, 1988, the Employer shall pick up and pay four and one-half percent (4.5%) of each employee's ten percent (10%) pension contribution. Such contributions shall be made by the City on behalf of each employee to the Police and Firemen's Disability Pension Fund (PFDPF). In compliance with current Internal

Revenue Service laws, the pension pick-up qualifies under Section 4414 (b) (2) of the Code. The amount contributed on behalf of each employee by the City shall be subtracted from the gross amount of each employee's paycheck before computing the withholding amount for federal and State of Ohio income tax. Said contributions are to be credited to each individual employee's account with the PFDPF.

## **ARTICLE 24**

### **TUITION REIMBURSEMENT**

**Section 1.** The Employer, upon prior approval of the Fire Chief and City Administration, will pay for any costs incurred for books, fees, and courses related to the Fire Service areas and for all courses necessary to complete degrees or certification in the Fire Service or Emergency Medical field.

**Section 2.** The hours spent being certified or educated shall be considered hours for that week and the employee shall be paid for such hours. If the employee works his/her normal fifty-three (53) hour workweek, the excess hours spent to attend approved schooling or seminar shall be compensated at his and/or her overtime rate.

## **ARTICLE 25**

### **SENIORITY/REDUCTION IN FORCE**

**Section 1. Seniority.** Continuous full-time service with the City of Campbell Fire Department from the employee's original full-time date of hire shall constitute an employee's seniority. For the purpose of this article, all approved leaves shall be calculated as continuous service.

**Section 2. Reduction in Force.** ¶

- A. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Campbell Municipal Civil Service Commission governing work force reductions.
- B. **Notice.** Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least fifteen (15) calendar days prior to the date of the reduction.
- C. **Procedure.** Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) shall occur. A reduction in the bargaining unit shall be in accordance with seniority as set forth in Section 1. The bargaining unit member with the least amount of seniority regardless of classification shall be laid off first. The parties agree that prior to reducing a regular full-time employee, the Employer shall first reduce part-time personnel in the fire department.

- D. Recall. Employees who are laid off shall be placed on a recall list for a period of three (3) years. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from that list in reverse order in which the member was laid off. Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record by certified mail. The City shall be deemed to have fulfilled its obligations by mailing the recall notice return receipt requested, to the last mailing address provided by the employee. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address.

**ARTICLE 26**  
**PART-TIME EMPLOYEES**

**Section 1.** The Union acknowledges that in order to ensure the health, safety, and welfare of the citizens of Campbell and maintain the integrity of fire department operations, the Employer shall have the ability to utilize part-time personnel to supplement shift strength, cover time off, cover call offs, or otherwise perform duties that it determines necessary. The Employer agrees that the use of part-time personnel shall not cause a layoff or reduction in regularly scheduled hours of bargaining unit members, and that part-time personnel shall minimally possess the State of Ohio Fire Fighter II certification. Further, the Employer agrees that when it determines that overtime is necessary, the overtime opportunity will be offered to bargaining unit members prior to offering it to non-bargaining unit personnel.

**ARTICLE 27**  
**SAVINGS CLAUSE**

If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the agreement shall remain in full force and effect.

**ARTICLE 28**  
**VEHICLE ALLOWANCE**

A vehicle allowance shall be paid to all members of the bargaining unit that must respond to an emergency in their own personal vehicle. This reimbursement is not attached to wages. The benefit is paid only when a member must respond to an alarm when no safety vehicles are available to respond in. The rate shall be twenty-five dollars (\$25.00) per call, and the Fire Fighter must respond to the alarm within twenty (20) minutes of first call out.

**ARTICLE 29**  
**INJURY ON DUTY**

**Section 1.** A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to work, shall be paid his regular rate of pay and benefits not to exceed one hundred twenty (120) calendar days.

**Section 2.** In order to be able to receive payment in accordance with the provisions contained herein, an employee injured in the line of duty shall apply to the Bureau of Workers' Compensation for medical benefits only. Pending the determination of the claims compensability, an employee may use any accrued sick leave, vacation leave, personal leave, or compensatory time to cover the time during which he is unable to work. Upon approval of the claim for medical benefits by the Bureau of Workers' Compensation, the employee will be re-credited with all paid leave that was used to cover the time it took for the claim to be initially determined as compensable, and will receive his regular rate of pay for the remaining time during the one hundred twenty (120) day period. Should a claim be denied at any time during the time period described in Sections 1 and 2, the Employer's obligation to provide such payment shall be terminated.

**Section 3.** After one hundred twenty (120) calendar days should the employee be unable to return to work, the Employer, at its discretion, may require the employee to submit to a fitness for duty medical exam to ascertain whether or not a light duty position may be available. The employee may also apply for lost wages and benefits through the Bureau of Workers' Compensation.

**Section 4.** Should the fitness for duty exam determine that the employee is capable of performing in a light duty capacity, and the Employer determines that it wishes to offer a light duty assignment, an offer of light duty will be made to the employee. The light duty assignment will be compensated at seventy-five percent (75%) of the employee's regular hourly rate. It is within the employee's sole discretion whether or not he wishes to accept the Employer's offer of light duty. Nothing in this article will obligate the Employer to offer or create a light duty position for an employee who is unable to return to work after the one hundred twenty (120) day period.

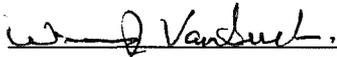
## **ARTICLE 30** **DURATION**

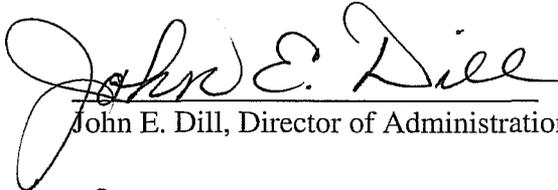
**Section 1. Contractual Term.** This agreement shall be effective as of the first day of ~~April 20, 2011~~ and shall remain in full force and effect through ~~April 19, 2014~~. It shall be renewed from year to year thereafter, unless either party shall have notified the other party in writing, at least sixty (60) days prior to the anniversary date, that it desires to modify this agreement.

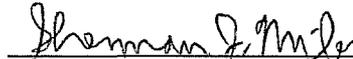
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the City of Campbell and the Campbell Fire Fighters Association, Local 2998, IAFF & OAPFF, have promulgated this economic and non-economic labor agreement this 21 day of APRIL 2011.

**For the City**

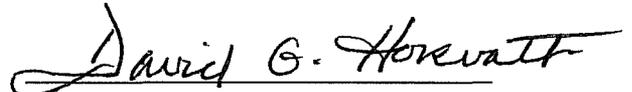
  
\_\_\_\_\_  
William VanSuch, Mayor

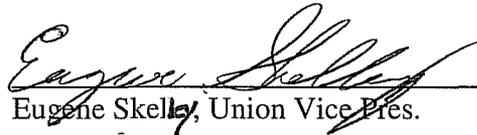
  
\_\_\_\_\_  
John E. Dill, Director of Administration

  
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Sherman J. Miles, Finance Director

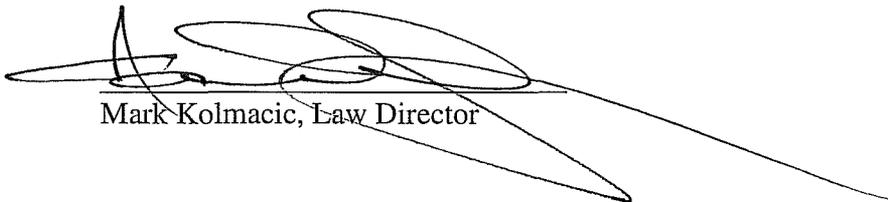
  
\_\_\_\_\_  
Michael D. Esposito, Labor Consultant  
Clemans, Nelson, & Associates, Inc.

**For the Union**

  
\_\_\_\_\_  
Dave Horvath, Union President

  
\_\_\_\_\_  
Eugene Skelley, Union Vice Pres.

**Approved as to Form:**

  
\_\_\_\_\_  
Mark Kolmacic, Law Director

**SIDE LETTER**

**WAGE REOPENER**

The parties agree that should another City unit receive a general wage increase in 2011, 2012, or 2013 or the economic condition of the city improves, then the Union shall have the ability to file with SERB to reopen negotiations on wages that year.

**FOR THE EMPLOYER**

**FOR THE UNION**

W. J. Vanduet.

David G. Horvath

Sherman J. Miles

Eugene Shelley

John E. Dill

Charles R. Miller

**DATE SUBMITTED:** 4-20-11

**DATE SIGNED:** 4-21-11