



01-24-17
16-MED-07-0725
1723-04
K35255



**Agreement between
IAFF Local 2926
and
The City of Huber Heights
Effective Date: January 1, 2017 through December 31, 2019**



This page intentionally left blank

TABLE OF CONTENTS

ARTICLE	TITLE	PAGE
1	Preamble/Purpose	4
2	Union Recognition	5
3	Dues Deduction.....	5
4	Non-Discrimination	7
5	Union Representation.....	7
6	Bulletin Boards	8
7	Management Rights	9
8	Labor/Management Meetings	10
9	Union Business Leave.....	11
10	Grievance Procedure	11
11	Investigations, Interviews and Discipline	14
12	Personnel Files	17
13	Seniority	18
14	Probationary Period.....	19
15	Promotions	20
16	Layoff and Recall	20
17	Safety and Health	21
18	Substance Testing	22
19	Late Policy	27
20	Shift Transfers Severability	28
21	Trade Policy	29
22	Common Meal Site	30
23	Hours of Work and Overtime	30
24	Working Out of Grade	33
25	Leap Year Shift Rotation	34
26	Wages.....	34
27	Holidays	37
28	Personal Leave and Vacation.....	37
29	Sick Leave.....	40
30	Donated Sick Leave	44
31	Wage Continuation	46
32	Funeral/Bereavement Leave.....	47
33	Court Leave.....	47
34	Medical Insurance Coverage.....	48
35	Life Insurance.....	51
36	Liability Insurance.....	52
37	Equipment/Uniforms.....	52
38	Education and Training.....	54
39	No Strike/No Lockout.....	55
40	Duration	56
	Signature Page.....	57

ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. This Agreement, entered into by the City of Huber Heights, Ohio, hereinafter referred to as the "Employer," and the Huber Heights Firefighters Local 2926, International Association of Firefighters (OAPFF), AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and 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.

This Agreement shall replace any existing Collective Bargaining Agreements between the parties.

Section 1.2. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, City Manager, Mayor, City Council, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

Section 1.3. This Agreement supersedes and replaces all pertinent statutes, ordinances, resolutions, rules, and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to discuss alternative language on the same subject matter.

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

ARTICLE 2 UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classification of Firefighter/Paramedic as certified by the Ohio State Employment Relations Board in case number 84-VR-06-1356, dated July 20, 1984, and those individuals employed by the employer in the classification of Lieutenant.

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. The membership of IAFF Local 2926 recognizes and expects that the duty of members of the Huber Heights Fire Division encompasses any reasonable task to protect the safety of the citizens of the City of Huber Heights.

ARTICLE 3 DUES DEDUCTION

Section 3.1. The Employer agrees to deduct Union membership dues, fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of the individuals' initial probationary periods.

Section 3.2. The Employer agrees to deduct Union membership dues once each pay period, not to exceed two (2) pay periods per month, from the pay of any eligible employee in the bargaining unit upon receiving written authorization, signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee or his/her designated representative. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. 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 that 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 3.4. The Employer shall be relieved from making such individual "check off" deductions upon an 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) revocation of the check off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

Section 3.5. 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 3.6. 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 an error is claimed to have occurred. If it is found that 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 3.7. The rate at which dues are to be deducted shall be certified to the Finance Director by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the Finance Director prior to making any changes in an individual's dues deductions.

Section 3.8. 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 or until such employee submits a written revocation of the dues deduction authorization to the Finance Director.

Section 3.9. Any eligible bargaining unit member who is not a member of the Union shall, upon the effective date of this Agreement, pay a monthly fair share fee to the union.

Section 3.10. The fair share fee shall be deducted twice a month and remitted to the Union by the Employer.

Section 3.11. Prior to the effective date of the Agreement and the anniversary date of each succeeding year, the Union shall establish an internal procedure for calculating the fair share fee, providing for objections and hearings thereon, preventing the use of the fair share fee for impermissible purposes while the objection is pending, and relating the fair share fee or portions thereof, if found to be improperly deducted, in accordance with the requirements of Ohio Revised Code 4117.09(C) and Federal Law.

Within ninety (90) days of the execution of this Agreement by both parties, the Union shall submit evidence to the Employer that it has established an internal procedure in accordance with the provisions of this article.

Section 3.12. When feasible, without incurring an additional week's holdback of wages, the Employer shall make one (1) payroll deduction of the employee's choice to any banking institution for purposes determined by the employee (i.e., savings account, checking, IRA's).

**ARTICLE 4
NON-DISCRIMINATION**

Section 4.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, religion, disability, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 4.2. 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 5
UNION REPRESENTATION**

Section 5.1. Representative(s) of the Union shall be admitted to the Employer's facility for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union representative shall identify himself/herself to the supervisor at the work area. Immediately thereafter, the supervisor of the work area shall advise the Battalion Chief on duty.

Section 5.2. The Employer shall recognize one (1) employee for each shift to act as Union Steward for the purpose of processing grievances in accordance with the grievance procedure. Stewards, or in their absence or inability to perform their function, a designated representative, shall be recognized as representatives, as provided herein, only for the shift on which they are assigned.

Section 5.3. The Union Local shall provide to the Employer an official roster of its officers and Stewards, which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate supervisor
- E. Union office held

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

Section 5.4. The investigation and writing of grievances shall be on non-work time. 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 5.5. Rules governing the activity of Union representatives are as follows:

- A. 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. The Union further agrees not to conduct Union business during on-duty hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.
- C. The Union employee official (President, Vice-President, or representative) shall cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon the request of the employee's immediate supervisor.

Section 5.6. The Employer agrees to allow the bargaining unit to conduct regularly scheduled monthly meetings and other special meetings (with prior notification) at a Fire Division facility. On-duty members where the meeting is being held shall be permitted to attend while remaining available for emergency responses. Recognizing the need for maintaining adequate fire and EMS staffing in all districts, on-duty members stationed away from the meeting location may participate by phone, but may not attend without the written consent of the City Manager or his/her designee.

Section 5.7. Two (2) union officers will be allowed to receive paid time off while negotiations are ongoing, with total maximum allowable paid time off not to exceed fifty-six (56) hours per officer, such time to be used only during negotiations.

Section 5.8. The Employer agrees to lease to the Union the space constructed for it at Station 22 at a cost of one hundred thirty-seven dollars (\$137.00) per month, for the duration of this Agreement. The lease proceeds shall be paid into the division's training account.

ARTICLE 6 BULLETIN BOARDS

Section 6.1. The Employer agrees to provide bulletin board space of 3 foot by 3 foot (3'x 3') in an agreed upon area of each fire station for use by the Union.

Section 6.2. Notices may be posted only during off-duty hours. It is also understood that no material may be posted on the Union bulletin board at any time, which contains the following:

- A. Personal attacks upon any employee,
- B. Scandalous, scurrilous or derogatory attacks upon the administration or any governmental unit or official,

- C. Attacks on any employee organization, regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 6.3. Union-related materials in the form of standard decals used for vehicles, personal protective equipment, or other approved styles, may be posted on apparatus, helmets, and personal equipment as approved by the Employer. Decals shall be limited to one (1) per vehicle or area of posting, and shall be placed in an area designated or approved by the Employer. Vehicle decals shall not exceed 4" x 4" in size. Decals shall be maintained to have a good appearance, and shall be replaced at the cost of the Union or employee. The Employer shall incur no costs regarding the initial posting, or replacement of said decals. Union-related materials shall continue to be authorized for posting on the bulletin board(s) designated for use by the Union.

Section 6.4. Violation of any provisions of this Article may subject the Union to revocation of bulletin board posting privileges by the Employer.

ARTICLE 7 MANAGEMENT RIGHTS

Section 7.1. The Union agrees that the Employer possesses the sole right to operate the division and all management rights repose with the Employer. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement.

- A. Determine matters of inherent managerial policy, which includes, but is not limited to, areas of discretion or policy such as functions and programs of the division, standards of services, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate, or hire employees.
- C. Maintain and improve the efficiency and effectiveness of operations and programs.
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted.
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign and schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.
- G. Determine the mission of the division as a unit of government.
- H. Effectively manage the work force.

I. Take actions to carry out the mission of the division as a governmental unit.

Section 7.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer.

ARTICLE 8 LABOR/MANAGEMENT MEETINGS

Section 8.1. Unless mutually agreed otherwise, once each month on a mutually agreeable day and time, the Employer and/or its designee shall meet with not more than three (3) representatives of the local Union to discuss matters of mutual concern.

Section 8.2. An agenda will be furnished by both parties at least three (3) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss with the Union any changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. To consider and discuss health and safety matters relating to employees; and/or
- G. Notify the Union and discuss any changes to be made by the Employer regarding written policies or work rules which affect bargaining unit employees prior to implementation.

Section 8.3. It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

Section 8.4. If any issue arises that cannot be resolved between labor and management that is not within the realm of this Agreement within a reasonable time, the issue shall be subject to final resolution by the City Manager.

ARTICLE 9 UNION BUSINESS LEAVE

Section 9.1. Union Business

The Union agrees that except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in union activity during working hours. The City and the Union agree to work toward the goal of scheduling meetings at a date and time which minimize the loss of manpower to Division.

Section 9.2. Union Release Time

Sufficient time off shall be granted to any three (3) elected officers (or designees) of the Union who are employees covered hereunder for Union-related business.

The City shall accredit to a leave fund four (4) hours of leave from each bargaining unit member's vacation time, per calendar year. These hours will be deducted from the member's leave on the first pay period after this agreement date and each anniversary date of the agreement. Unused hours in the fund up to a maximum of two hundred and forty (240) shall be carried over into the next year. All hours over two hundred and forty (240) shall be returned to the employees' accrued vacation accounts.

The Union may utilize the aforementioned provision by the President of the Union making a written request as far in advance as possible, to the Fire Chief indicating who shall be using the leave, the times and dates of the requested leave, the total number of hours to be utilized, and the specific purpose for the leave, using the standard leave request form. Such leave will be reviewed for approval on the same basis as vacation leave.

ARTICLE 10 GRIEVANCE PROCEDURE

Section 10.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 10.2. If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States for review or redress of a specific matter (limited to Workers' Compensation, Unemployment Compensation) such matters may not be made the subject of a grievance and may not be processed as such. The employee and his representative may meet with the Employer in an effort to resolve the matter prior to such appeal.

Section 10.3. All grievances must be presented at the proper step in order to be considered at subsequent steps. Any employee 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, which is not processed by the employee within the time limits provided, shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer, within the stipulated time limits, may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 10.4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to the employee's Battalion Chief within seven (7) calendar days of the occurrence that gave rise to the grievance. The grievant must submit the grievance in writing. The appropriate written answer will be returned to the aggrieved employee within seven (7) days following the date on which the Battalion Chief was presented the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate Union Steward, if the former desires, shall within seven (7) calendar days, refer the grievance to the Fire Chief. The Chief shall have seven (7) calendar days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his/her representative. The Chief shall investigate and respond in writing to the grievant within seven (7) calendar days following the meeting date.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate Union Steward, if the former desires, may refer the grievance to the City Manager within seven (7) calendar days after receiving the Step 2 reply. The City Manager shall have fourteen (14) calendar days in which to schedule a meeting with the aggrieved employee and his/her representative. The City Manager shall investigate and respond to the grievant within fourteen (14) calendar days following the meeting. If the discipline is a Level 2 written reprimand, the Union has the ability to request, in writing, official grievance mediation, to occur within thirty (30) days from receipt of the formal, written request.

Step 4: The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within ten (10) calendar days from the date of the final answer on such grievance under Step 3 in the grievance procedure, the Union shall notify the Employer in writing of its intent to seek arbitration over the unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within thirty (30) calendar days after notification of a request to arbitrate to begin the selection procedures outlined below.

- A. After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the parties shall jointly request from the American Arbitration Association a panel list of seven (7) arbitrators. The parties shall then choose an arbitrator pursuant to the selection rules of the American Arbitration Association.
- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of specific articles of this Agreement. He/she may not modify or amend the Agreement. The decision of the arbitrator shall be final and binding. The arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument.

- C. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, and the cost of the hearing room shall be borne equally by the Union and the Employer. The expenses of any non-employee witness(es) shall be borne by the party calling them. The fees of the court reporter shall be paid by the party requesting one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit employee whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.
- D. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted within the ten (10) calendar day period described above shall be deemed settled on the basis of the last answer given by the Employer's representatives.

Section 10.5. All grievances reduced to writing must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
- D. Date grievance was filed in writing;

- E. Date and time grievance occurred;
- F. The location where the grievance occurred;
- G. A description of the incident(s) giving rise to the grievance;
- H. Specific articles and sections of the Agreement violated; and
- I. Desired remedy to resolve the grievance.

Section 10.6. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting the several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

ARTICLE 11 INVESTIGATIONS, INTERVIEWS AND DISCIPLINE

Section 11.1. Purpose. The purpose of this procedure is to outline the process to be followed in the handling of an investigation dealing with complaints or misconduct by employees of the Fire Division.

Section 11.2. Criminal Investigations Procedures. The City will use the existing chain of command structure to clarify complaints or allegations regarding members of the Fire Division. In general, unless a special Grand Jury has been convened, the Police Division will be used to investigate complaints or allegations against employees unless the Chief defers to other qualified law enforcement agencies. Any criminal investigation will first be prefaced by a review of the complaint or allegation with the Fire Chief.

Section 11.3. Internal Investigations.

- A. Employees shall be notified in writing at the beginning of a formal internal investigation unless such notification would jeopardize such investigation.
- B. The Fire Chief may defer the investigation to another agency if he/she sees fit.
- C. Employees will be paid for the time during which they are being interviewed. The interviews will be held at the Fire Division, or at a location designated by the Fire Chief. An employee will be permitted to have a representative and/or legal counsel present during an interview, should the employee feel such interview could lead to discipline.

- D. The employee shall be informed of the nature of the investigation prior to questioning and shall be informed to the extent known at that time, whether the investigation is focused on the member for potential disciplinary charges.
- E. The Fire Chief shall be updated in writing every forty-five (45) days an investigation is still open. The Chief shall report the status of such investigations to the Bargaining Unit within three (3) days.
- F. When the City orders an employee to provide information in an investigation, such information may not be used in any criminal proceedings against the employee. Such information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee. Before an employee may be charged for refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such a charge, in itself.
- G. An employee may be required, at City expense, to undergo alcohol and/or substance abuse testing in accordance with Article 18 of this Agreement, and/or a fitness for duty evaluation, which may include both physical and mental fitness.
- H. The accused employee being interviewed shall not be subject to offensive language or threatened with transfer, dismissal or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- I. An employee may be given a polygraph examination or a voice stress examination if the Chief has reason to believe the employee is a witness to an incident or occurrence being investigated; at the employee's written request directly to the Chief; or if the employee is a focus of an investigation specifically related to the performance of the employee's official duties. An employee shall not be disciplined based solely on the results of the polygraph examination.
- J. An employee, who has been under investigation, will be informed of the outcome of the case at the conclusion of the investigation.

Section 11.4 Discipline. The tenure of every employee who has completed his/her initial probationary period shall continue with good behavior and efficient service. No employee shall be reduced in rank, suspended, discharged or otherwise disciplined except for just cause.

No employee shall be disciplined, reduced in pay or position, suspended, or discharged, without just cause. The City agrees to begin the disciplinary process within ten (10) calendar days of receipt of knowledge of any act requiring discipline or within ten (10) calendar days of the conclusion of an investigation that results in discipline. The time limits for commencing discipline shall be extended in cases of pre-approved vacation and leave days. Documented warnings and reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.

Except in instances of serious misconduct, discipline will be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Progressive discipline shall consist of, but not be limited to, the following:

- A. LEVEL 1 Warning (equivalent to a Verbal Reprimand)
- B. LEVEL 2 Warning (equivalent to a Written Reprimand)
- C. LEVEL 3 Warning [equivalent to a suspension of up to three (3) days]
- D. LEVEL 4 Warning [equivalent to a suspension of three (3) days or more]
- E. Reduction in Rank (Lieutenants only)
- F. Discharge

Section 11.5 With the permission of the Chief, a suspended employee may forfeit paid vacation leave for all or part of the suspension.

Section 11.6 No employee will receive a Level 3 or 4 Warning or be reduced in rank or discharged without first having had the opportunity for a pre-disciplinary hearing. Employees will be given a seventy-two (72) hour advance notice of any pre-disciplinary hearing. The Employer shall notify the employee in writing, at least seventy-two hours (72) hours in advance, of the charges against the employee, the nature of the discipline being contemplated and the evidence supporting the allegations. The employee shall have the opportunity to respond to the charges prior to discipline being imposed and is entitled to Union representation and/or an attorney during such a hearing unless waived in writing.

Section 11.7. Level 1 & 2 Warnings may be grieved up to the City Manager, but are not subject to the arbitration procedure. If the discipline is a Level 2 written reprimand, the Union has the ability to request, in writing, official grievance mediation, to occur within thirty (30) days from the receipt of the formal, written request. Suspensions, reduction in rank, and discharge may be appealed through the grievance and arbitration procedure.

Section 11.8. Documents outlining all Rules, Regulations, Operating Procedures and Guidelines used by the Huber Heights Fire Division that employees are held accountable for, will be conspicuously placed ready for reference in each fire station. Each employee of the Huber Heights Fire Division will be issued a personal copy of all Rules, Regulations, Operating Procedures and Guideline used by the Huber Heights Fire Division.

Section 11.9. Provided no intervening discipline has occurred, records of verbal warning or counseling (time and date recorded) shall cease to have force and effect one (1) year from the date of issuance. Records of written reprimands shall cease to have force and effect eighteen (18) months from the date of issuance, provided no intervening discipline has occurred. Records of suspension or demotion shall cease to have force and effect thirty-six (36) months from the date of issuance, provided no intervening discipline has occurred. The foregoing time limits shall govern whether such items have any force and effect, notwithstanding that such disciplinary items may be retained and remain accessible within the City's automated "Guardian Tracking System" or equivalent record retention system.

ARTICLE 12 PERSONNEL FILES

Section 12.1. Each employee may inspect his/her personnel file maintained by the Employer at any reasonable time during regular business hours upon written request by the employee to and approval of the Fire Chief. The employee shall, upon written request, receive a copy of any documents contained therein. An employee shall be entitled to have a representative of his/her choice accompany him during such review.

Section 12.2. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in the file. No anonymous material of any type shall be included in the employee's personnel file.

Section 12.3. Medical files shall be secured and will be kept separate from the employee's regular personnel file and will contain the following information:

- A. Physical fitness condition testing done by the Employer.
- B. On-duty job related injuries and/or injury reports.
- C. Information on annual physical provided by the Employer.
- D. On-duty exposures to contagious diseases and hazardous elements.
- E. Records of vaccinations provided by the Employer.
- F. Participation in member assistance programs or critical incident stress debriefing.

Section 12.4. The following individuals will have access to the medical file:

- A. The employee.
- B. Division Medical Officer.

- C. Employee-designated physician or physician providing care or procedure, as authorized in writing by the employee.
- D. Human Resources Director, who is hereby authorized by all bargaining unit members to access their medical files for the purpose of filing pertinent documents.

ARTICLE 13 SENIORITY

Section 13.1. "Seniority" shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer in the Fire Division. Seniority for Lieutenants shall be computed on the basis of uninterrupted length of continuous full-time service as a Lieutenant with the Employer in the Fire Division. A termination of employment lasting less than thirty-one (31) calendar 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 13.2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 13.3. Employees laid off shall retain their seniority for a period of thirty (30) months or their length of service, which ever is less, from the date of layoff.

Section 13.4. Effective December 16, 2005, when employees are tied for seniority by their starting date, the tie will be broken by the total amount of full-time, prior public service with a fire department. Seniority ties will continue to be determined for employees hired prior to December 16, 2005 by the cumulative test score of the entrance exam.

Section 13.5. At the beginning of each year, the Employer will post a seniority list of all full-time Fire Division employees.

Section 13.6. The Fire Division will solicit shift preferences for the following year in November. Shift assignments will be awarded by preference based on HHFD seniority within the Firefighter/Paramedic position classification. Seniority for shift preference is determined by the seniority list established by the Human Resources department as outlined in Article Fifteen, Section 15.2.

Section 13.6.1 In November Firefighter/Paramedics with over 3 years of service, will be allowed to pick their shift and station assignment by seniority. Each Firefighter/Paramedic, in order of seniority, will be allowed to pick a station and a shift assignment. This process will continue until all slots have been filled by eligible Firefighter/Paramedics as outlined above. This selection will remain in force for two

calendar years. At that time the employees shall repeat the process for the next two-year period.

Section 13.6.2 Firefighters – in – charge (FFICs) will be allowed to pick their shift assignment only by their rank on the promotional testing list, with the first three FFICs (candidates 1-3) having to select shift assignments on separate shifts, and the second three (candidates 4-6) selecting in an identical manner.

Section 13.6.3 Lieutenants, within the top five in seniority, will be allowed to pick their shift and station assignment in order of seniority. This process will continue until all slots have been filled by eligible Lieutenants as outlined above. This selection of shift and station assignments will occur in the opposite year of the Firefighter/Paramedics shift and station picks. This selection will remain in force for two calendar years. At that time the employees shall repeat the process for the next two-year period.

Section 13.6.4 Every effort will be made to accommodate and sustain shift preferences. The Fire Chief, or his designee may station, [re] schedule, or [re] assign fire personnel at any time as circumstances, public safety needs, staffing consideration, or the best interests of the City or the Fire Division may require. Any rescheduling or reassignment of personnel for operational purposes of the Fire Department shall not be grievable.

The City will provide the Union a list of special staffing considerations (even distribution of haz-mat personnel, public safety needs, etc.) two (2) weeks prior to the selection process. The City and the Union will work together to ensure that these needs are addressed throughout the selection process.

ARTICLE 14 PROBATIONARY PERIOD

Section 14.1. The normal probationary period for all newly hired classifications shall be for twelve (12) months. The probationary period for newly hired employees shall be extended one (1) additional evaluation period whenever a probationary employee has a maximum of ten (10%) percent absenteeism during their probationary year. The probationary period for newly hired employees may be extended up to six (6) months upon agreement by the Fire Chief, the probationary employee, and the Union. If a newly hired employee has their probationary period extended, any wage increases that the employee would have received will be awarded at the end of the extension, but will be retroactive to their original anniversary date.

Section 14.2. A probationary employee shall have an evaluation every three (3) months and a final evaluation at the end of the twelve (12) months. If an employee's probation has been extended, they will receive an evaluation at the end of each three (3) month period. Their final evaluation will occur at the end of the extended probationary period.

Section 14.3. No recruit probationary employee shall be entitled to any protection under this Agreement.

Section 14.4. Promoted employees shall serve a six (6) month probationary period.

ARTICLE 15 PROMOTIONS

Section 15.1. This article will apply to any promotional process for the position of Lieutenant.

Section 15.2. Promotion to the position of Lieutenant shall be filled from eligibility lists established by promotional examinations given to members of the Huber Heights Division of Fire. To be eligible for the Lieutenant's promotional examination, the applicant must have at least five (5) total years in grade as a firefighter/paramedic with the Huber Heights Fire Division and have successfully completed a NFPA Fire Officer Level 1 course at the time of position posting.

Section 15.3. Promotional eligibility lists shall be in effect for one (1) year and may be extended to two (2) years from the certification of the list. The examination announcement shall provide a complete list of study materials and be posted at least twelve (12) weeks prior to the examination.

Section 15.4. The City will administer a two (2) part promotional examination:

- A. Worth 50% of the overall grade - a written examination covering questions from the study list, the current bargaining unit contract, and the Huber Heights Fire Division's DGP, as purchased from a recognized fire safety testing company. The test must be validated. An employee shall be entitled to receive a report on his/her individual performance.

- B. Worth 50% of the overall grade - an assessment center. Persons from outside the Division of Fire shall do all assessing using "consensus based" scoring. The assessment center can have any or all components of an assessment center. The nine individuals with the top score above 70% will advance to the assessment portion of the promotional process. If there are individuals tied for the lowest score that would advance anyone to the assessment portion of the process, then all individuals with that score shall advance to the assessment portion of the process.

Section 15.5. At no time will any member of the bargaining unit receive any test questions or content of answers in advance of the promotional list. At no time will any member of the bargaining unit receive copies of any portion of the testing material.

ARTICLE 16 LAYOFF AND RECALL

Section 16.1. When the Employer determines that a long term layoff or job abolishment is necessary, the Employer shall notify the affected employees twenty-one (21) days in advance of

the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

Section 16.2. The Employer shall determine in which classifications layoffs will occur. Within each classification affected, employees will be laid off in accordance with their classification seniority with the least senior employee being laid off first. When two (2) or more employees have the same seniority date, the procedure used to determine the hiring seniority shall be used to determine the order in which the employees with the same seniority date are to be laid off. The order of the layoff for those employees shall be in the inverse order of their hiring seniority.

Section 16.3. Employees who are laid off shall be placed on a recall list for a period of thirty (30) months or their length of service whichever is less. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work without further training.

Section 16.4. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 16.5. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work and shall return to work on the date and time specified in the notice unless a different date and/or time is agreed to by the Employer.

Section 16.6. Any laid-off bargaining unit employee, employee whose job is being abolished, or any employee who suffers because of a reduction in staffing, who possesses the immediate skills and abilities, and any certifications or licenses required to perform and hold a position in another fire classification, an employee in a higher classification may bump a less senior employee in another classification.

Section 16.7. If a Lieutenant, due to the abolishment of his position, or a reduction in staffing, is demoted or bumps a less senior employee, the demoted employee shall be considered the first on any Lieutenant promotional list for 30 months from the time of demotion or reduction in rank. The employee shall be reinstated to Lieutenant upon the first opening in that classification within 30 months of demotion or reduction in rank. This person shall not be subject to a probationary period, and will only serve probation if his original probationary period was not completed prior to the demotion.

ARTICLE 17 SAFETY AND HEALTH

Section 17.1. The Employer agrees to safety and health standards to prevent accidents, deaths, injuries, and occupational illness.

Section 17.2. A Safety and Health Review Committee will be established. It will consist of five (5) division members, two (2) of which will be union representatives.

Section 17.3. The committee will review all accidents and make recommendations to improve or change procedures that will help prevent future accidents.

Section 17.4. The committee should identify possible hazards and make recommendations to improve the conditions.

Section 17.5. The Lieutenant shall have the ability to remove apparatus from service if a mechanical condition of the apparatus warrants removal pending inspection.

Section 17.6. The Employer reserves the right to order medical or psychiatric/psychological examinations to determine an employee's fitness for duty at the Employer's expense. The employee shall be required to sign all medical releases.

ARTICLE 18 SUBSTANCE TESTING

Section 18.1. Policy. The purpose of this policy is to assure our workers are fit for duty and to protect our employees and the public from the risks posed by the use of drugs and alcohol.

The public expects services provided by the City of Huber Heights to be delivered in the safest and most conscientious manner possible. Involvement with drugs and alcohol can take its toll on job performance and employee safety. Our concern is that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves. The presence of drugs and alcohol on the job, and the influence of these substances on employees during working hours, are inconsistent with our objective to maintain a drug and alcohol-free workplace.

Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance from the Employee Assistance Program Counselor. While the Employer will be supportive of those who seek help voluntarily, the Employer will be equally firm in identifying and disciplining those who continue to be substance abusers and do not seek help.

To further our commitment of maintaining a drug and alcohol-free workplace in order to provide work environment for employees and safe service delivery to the public, it is our policy to:

- A. Ensure that employees are not impaired in their ability to perform their work in a safe, productive manner,
- B. Conduct pre-employment, reasonable suspicion, and post-accident drug and alcohol testing, and

- C. Encourage employees to seek professional assistance any time alcohol or drug use adversely affect their ability to perform their work assignments.

Section 18.2. Employees Covered. This policy applies to all employees covered by this Agreement.

Section 18.3. Prohibited Conduct.

- A. Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl (rubbing) alcohol.
- B. Employees must not consume alcohol:
 - 1. On the job, during hours of work, during meal periods (paid or unpaid), or during rest periods.
 - 2. Up to eight (8) hours following an accident or until the employee undergoes a post accident test, whichever occurs first.
- C. Alcoholic beverages may be served at Employer organized and hosted functions only with the express written consent of the City Manager or designee. Employees working at the function are not to consume alcoholic beverages while on duty. Employees in approved social attendance at functions where alcohol is served may consume alcoholic beverages so long as this is done in proper moderation and with decorum.
- D. Employees must not consume any controlled substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined by 21 CFR1300.11 through 1300.15 without a prescription from a licensed doctor of medicine or osteopathy. This includes: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.
- E. Employees must not refuse to take a required drug or alcohol test.
- F. Employees must not be under the influence of or in possession of alcohol or drugs while on duty and must not carry/store drugs or alcohol in the vehicle they are operating on duty.
- G. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the City of Huber Heights workplace. An employee convicted of violating a criminal drug statute in the workplace must notify the Human Resources Director no later than five (5) days after such conviction. The Human Resources Director will notify the U.S. Department of Commerce of the criminal violation within ten (10) days.

Section 18.4. Legal Drugs. The appropriate use of legally prescribed medications and non-prescription medications is not prohibited. Employees are required to notify their supervisor of any medication, which is adversely affecting their ability to do their work. Such employees may be assigned to work that can be safely performed or placed on paid or unpaid sick leave. If

reasonable suspicion exists that employees are under the influence of an illegal substance or alcohol, a reasonable suspicion test should be conducted. This information should be handled in a confidential manner, the same as any other medical information.

Section 18.5. Drug/Alcohol Testing. The Employer conducts the following types of drug/alcohol testing to determine if employees/applicants are in compliance with this policy and associated rules of conduct: pre-employment, reasonable suspicion and post-accident. In addition, employees are tested prior to returning to duty after a positive drug or alcohol test and follow-up testing conducted during the course of a rehabilitation program recommended by a Substance Abuse Professional (SAP). A Medical Review Officer (MRO) reviews test results and determines which tests are positive and which are negative.

The Employer shall ensure the following drugs are tested for: marijuana, cocaine, opiates, amphetamines, and phencyclidine. An initial drug screen is conducted on each specimen. For those specimens that are not negative, a confirmatory gas chromatography/mass spectrometry (GC/MS) test is performed. The test is considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40. An alcohol concentration of .04 percent or greater is considered a positive alcohol test, and in violation of this policy.

On the first occurrence of a positive drug or alcohol test, the employee is referred to a substance abuse professional for evaluation and rehabilitation. Sick leave shall be used while participating in a rehabilitation program prescribed by the SAP. Otherwise, the employee will be on leave without pay, while it is available, until return to work following a negative alcohol/drug test and authorization to return to work by the SAP.

Section 18.6. Pre-Appointment. The Employer has the authority to perform drug and alcohol testing procedures at time of appointment.

Section 18.7. Reasonable Suspicion Testing.

- A. Employees may be subject to drug and alcohol testing when there is a belief based on objective facts that drug or alcohol use is adversely affecting their ability to safely and effectively perform their job.

Examples of conduct that may constitute reasonable suspicion include, but are not limited to:

1. Slurred speech
2. Alcohol odor on breath
3. Unsteady walking and movement
4. Physical altercation
5. Verbal altercation
6. Unusual behavior
7. Possession of alcohol or drugs

- B. Although the Employer representative (supervisor or other employee designated by the

Director of Human Resources) is not authorized to reach a conclusion that an employee's job performance impairment is due to alcohol or drug influence, the Employer representative is authorized to observe and document those job performance impairments consistent with reasonable suspicion characteristics and to require a reasonable suspicion test. The Employer representative must make a written record of the observations leading to a drug or alcohol test within twenty-four (24) hours of the observed behavior or before the test results are reported, whichever is earlier.

- C. Any employee who demonstrates job performance impairments consistent with reasonable suspicion characteristics shall be relieved of duty with pay pending an investigation and verification of condition. The Employer shall transport the employee to the sample collection location and to his/her home.

If the employee refuses transportation but attempts to drive him/herself, the police shall be notified. Employees with a negative drug test or alcohol test will be returned to their job if not otherwise in violation of the policy.

Section 18.8. Post Accident Testing. Post-accident testing will be conducted on employees whenever an accident occurs, regardless of whether there is an injury. An “accident” is an unplanned, unexpected or unintended event that occurs on Employer property, during the conduct of Employer business, during work hours, or which involves an Employer-owned motor vehicle or motor vehicles used in conducting city business, or is within the scope of employment, and which results in any of the following:

- A. A fatality of anyone involved in the accident,
- B. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Employer’s place of employment,
- C. Vehicular damage in apparent excess of \$2000, or
- D. Non-vehicular damage in apparent excess of \$2000

When such an accident results in one of the situations above, any employee who may have contributed to the accident will be tested for drugs or alcohol use or both.

Section 18.9. Drug/Alcohol Testing After an Accident. Urine specimen collection (for drugs) or breath/saliva collection (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after thirty-two (32) hours from the time of an employment-related accident. Breath or saliva alcohol testing will be performed as quickly as possible, but no later than eight (8) hours after the accident, or it will be documented but not performed. Any employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post accident alcohol test. Any employee who leaves the scene of an accident without justifiable explanation prior to submission to drug and alcohol testing is considered to have refused the test. The Employer reserves the right not to test after minor accidents if there is no violation of a safety or work rule, minor

damage and/or injuries and no reasonable suspicion. (Sections 17.8 and 17.9 shall be implemented on 1/1/2007 if all City employees and representatives have agreed to such testing)

Section 18.10. Return to Duty Testing. Employees who tested positive on a drug or alcohol test, and who are afforded the opportunity to return to work, must test negative for drugs and/or alcohol and be evaluated and released to duty by the SAP before returning to work.

Section 18.11. Follow-Up Testing. Employees are required to undergo frequent unannounced drug and/or alcohol testing during the period of time recommended by the SAP. A minimum of six (6) follow-up tests shall be conducted within the twelve (12) months following the violation. Employees subject to follow-up testing will continue to perform their duties if not otherwise in violation of this policy.

Section 18.12. Who Pays for Post-Hire Testing. The Employer pays for all negative reasonable suspicion, post accident, drug and alcohol tests for employees. Employees must reimburse the Employer through payroll deduction for all positive reasonable suspicion and post accident drug and alcohol tests. Employees must reimburse the Employer through payroll deduction for all return to duty and follow up drug and alcohol tests, whether positive or negative.

Section 18.13. Refusal To Submit To Testing. Refusals to comply with a request for testing, submission of false information in connection with a test, or attempts to falsify test results through tampering, contamination, adulteration, or substitution, shall be considered a refusal to submit to testing and will be treated the same as a positive test result. Refusal can include an inability to provide a specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test.

Section 18.14. Drug/Alcohol Treatment. Many persons who experience problems with drugs and/or alcohol can be helped through counseling and treatment by substance abuse professionals. Employees so affected are encouraged to make use of the resources available for treatment through referral by the Employer, a union representative or self-referral. Employees who test positive for the presence of illegal drugs or alcohol will be evaluated by an SAP. An SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of, and clinical experience in the diagnosis and treatment of drug and alcohol-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs to resolve problems associated with prohibited substance abuse, or misuse of alcohol.

Under certain circumstances, including positive drug or alcohol tests, employees may be required to undergo treatment for substance abuse. If an employee is not discharged, but is allowed to return to duty after such evaluation and/or treatment, he/she must properly follow the rehabilitation program prescribed by the SAP, must pass the return to duty drug and alcohol test(s), and be subject to unannounced follow-up tests for a period of one (1) to two (2) years as determined by the SAP or as required by Federal law. Any employee who refuses treatment when required, or fails to comply with the regimen prescribed by the SAP for treatment, aftercare, or

return to duty, shall be subject to disciplinary action, up to and including discharge.

Section 18.15. Employee Requested Confirmation Testing. An employee who questions the results of a required drug test may request that an additional test be conducted at a different USDHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. The cost of the second test will be borne by the employee, unless the second test invalidates the first.

The method of collecting, storing, and testing the split sample will follow the Department of Transportation guidelines. The employee's request for a split sample test must be made to the Medical Review Officer (MRO) within seventy-two (72) hours of notice of the initial test result.

Requests after seventy-two (72) hours will be accepted only if the delay was due to document able facts that were beyond the control of the employee.

Section 18.16. Confidentiality. Positive and confirmed laboratory reports or test results shall not appear in an employee's general personnel folder. Information of this nature will be secured in a separate confidential medical folder in the Department of Human Resources. The reports or test results may be disclosed to management on a strictly need-to-know basis and to the tested employee or his/her designee upon request.

Negative test results will be kept for two (2) years or longer if litigation is pending. After that, negative test results may be kept by the Employer for statistical purposes only; any such test result kept for statistical purposes will not have an employee identity associated with it.

The Employer may disclose information required to be maintained pertaining to an employee to the employee or to the decision maker in a lawsuit, grievance, or other proceeding initiated by or on behalf of the individual, and arising from the results of an alcohol and/or controlled substance test administered under this part, or from the Employer's determination that the employee engaged in prohibited conduct (including, but not limited to, a worker's compensation, unemployment compensation, or other proceeding relating to a benefit sought).

ARTICLE 19 LATE POLICY

Section 19.1. An employee late reporting for work may have the lateness excused if, in the sole discretion of two (2) Battalion Chiefs, the lateness was beyond the control of the employee. The determination of the Battalion Chiefs shall not be subject to the grievance procedure.

Section 19.2. Vacation will be charged to the employee for any missed time in quarter (1/4) hour increments, whether excused or unexcused.

Section 19.3. Failure to be in proper uniform and in the designated area for roll call is defined as either "Late" or "AWOL" (Absent Without Leave) depending on the circumstances.

Late – Late is defined as tardiness of less than four (4) hours in reporting to work. Violation of this rule will result in the imposition of progressive discipline. In determining the discipline imposed, the number of times late for the twelve (12) month period immediately preceding the latest offense will determine the discipline.

First Late: Any employee late one (1) time in a twelve (12) month period shall be verbally reprimanded, and a notation will be placed in the employee’s personnel file.

Second Late: Any employee late two (2) times in a twelve (12) month period shall be verbally reprimanded, and a notation will be placed in the employee’s personnel file.

Third Late: Any employee late three (3) times in a twelve (12) month period shall receive a written reprimand.

Fourth Late: Any employee late four (4) times in a twelve (12) month period shall be suspended for one (1) tour of duty.

Fifth Late: Any employee late five (5) times in a twelve (12) month period shall be suspended for three (3) tours of duty.

Sixth Late: Any employee late six (6) times in a twelve (12) month period shall be suspended for five (5) tours of duty.

Seventh Late: Any employee late seven (7) times in a twelve (12) month period shall be suspended for ten (10) tours of duty.

Eighth Late: Any employee late eight (8) times in a twelve (12) month period shall be discharged.

AWOL – Absence without leave is defined as not reporting to work within four (4) hours of the employees shift without proper notification of the employee’s supervisor. AWOL is considered a serious offense and may result in the discipline schedule as outlined in Article 10 of this Agreement.

ARTICLE 20 SHIFT TRANSFERS

Section 20.1. Whenever possible, any employee who has his/her shift changed shall be given at least fourteen (14) calendar days notice.

Section 20.2. No employee shall receive additional compensation because of a change in shift by the Fire Chief.

ARTICLE 21 TRADE POLICY

Section 21.1. The trading of time between division members working different duty shifts may be permitted in keeping with the provisions of this section, but must be a trade with a member of the same classification.

Section 21.2. Trade requests must be turned in at least one (1) shift prior to the desired time off, unless waived by the Battalion Chief.

Section 21.3. Request for all trades must consist of a written application (trade sheet), submitted through proper channels, requiring the written approval of the member's immediate supervisor and shift commander and must be presented at the time of the trade or when requested.

Section 21.4. Trades involving a period of time in excess of two (2) consecutive tours of duty, including their own, will not be authorized.

Section 21.5. Any employee agreeing to work a trade shall be held responsible for the period of time in question should an employee be unable to fulfill his/her obligation.

Section 21.6. All trades will be governed by the following:

- A. Trades will be taken in not less than two (2) hour increments.
- B. If disability, injury, illness or other inability to trade is known one hundred and sixty-eight (168) hours in advance of the trade date, the trade for that date must be rescheduled or cancelled with the employee normally scheduled to work responsible for the time in question.
- C. An employee may use sick leave on a trade with approval from the shift Battalion Chief.
- D. Any time an employee is unable to fulfill a trade the employee agreeing to the trade shall make every attempt to find an employee of equal or greater classification to cover the time in question. If unsuccessful, or in the event of a trade no-show, the shift Battalion Chief will be notified, and if needed, will fill the vacancy with overtime. If overtime has to be used to fill the vacancy, the employee agreeing to the trade will be charged one and one-half (1-1/2) vacation hours for every overtime hour that is used to cover the vacancy, unless they are on sick leave.
- E. Vacation and personal time are not available when working a trade.
- F. It shall be the responsibility of the employees involved in the trade to make arrangements for the transfer of personnel so as to not affect the operations of the Fire Division.

- G. All trades during a probationary period shall be subject to approval by the Fire Chief and/or his or her designee.
- H. **Section 21.8.** Any employee of equal classification may provide early relief to another employee of up to thirty (30) minutes. A Firefighter-In-Charge (FFIC) may provide early relief to a Lieutenant. Early relief is not considered a trade. The relieved employee shall be completely relieved from duty. Early relief must be reported to the Battalion Chief.

ARTICLE 22 COMMON MEAL SITE

Section 22.1. Employees are not normally permitted to leave the fire stations to eat meals. The employees arrange congregate meals for themselves, to be served in the fire station, at a cost equal to the value of the meal.

Section 22.2. The Employer will have no financial responsibility for the meal.

Section 22.3. The Employer will provide the following items necessary to prepare and eat a meal at the fire station. Quantity of items to be determined by the Employer based on crew size.

- Silverware
- Knives
- Plates
- Glasses
- Cups
- Refrigerator
- Pots, Pans & Baking Dishes
- Cooking Appliances
- Cooking Utensils
- Mixer
- Can Opener
- Dry storage area with lock for each shift at each station

ARTICLE 23 HOURS OF WORK AND OVERTIME

Section 23.1. Bargaining unit employees shall normally work a schedule of twenty-four (24) consecutive hours on duty followed by forty-eight (48) consecutive hours off duty. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; or from establishing work schedules of employees.

Lieutenants may be assigned a forty (40) hour per week flex schedule with earned benefits prorated accordingly. Firefighter/paramedics may be assigned to a forty (40) hour per week flex schedule for the purposes of training and special projects. The employee must agree to special projects.

Section 23.2. When an employee is required to work in excess of his/her regularly scheduled work week, he/she shall be paid overtime for such excess time at a rate of one and one-half (1-1/2) times his/her forty (40) hour rate. Compensation shall not be paid more than once for the

same hours under any provision of this Article or Agreement. The overtime rate of pay shall be paid only as specified in this Agreement.

Section 23.3. Each employee's regular hourly rate of pay is determined by dividing the annual rate by the number of base hours scheduled annually.

Section 23.4. It is understood and agreed by the parties that when the Employer has determined that the operational needs of the division require overtime, any or all employees may be required to work overtime.

The Fire Division recognizes the need to have a safe minimum number of employees to perform the service delivery function. The Employer agrees to maintain the necessary number of employees to the point that the monthly overtime budget permits this manning. The Employer and the Union will work together to establish an overtime budget to provide for safe minimum manning levels.

Section 23.5. The Fire Chief and Battalion Chiefs determine the composition and adequacy of the work force on a daily basis. The Fire Chief, Battalion Chiefs, or their designee will be responsible for the filling of overtime.

The Fire Chief or Battalion Chiefs shall have the authority to order personnel in to work when sufficient voluntary acceptance was unsuccessful. Employees on disciplinary suspension shall not be offered overtime.

- A. The Employer and the Union agree to the following procedure for the notification, acceptance, and ordering-in of overtime. This procedure shall be followed in all instances of overtime being needed, and if followed, makes overtime a non-grievable issue. If the procedure is not followed, an employee may file a grievance on the occurrence in question.
 1. The Fire Division will maintain an overtime notification list and summary of accumulated overtime hours for each employee. Each January 1st the amount of overtime hours for all employees will be adjusted to zero (0). The list will begin with the most senior Fire Division employee, listing all other employees in succession by their seniority, and ending with the least senior employee.
 2. The Fire Division will maintain an "order-in" list and summary of accumulated order-in hours for each employee. Each January 1st the amount of order-in hours for all employees will be adjusted to zero (0). The list will begin with the least senior Fire Division employee, listing all other employees in succession by their seniority, and ending with the most senior employee.
 3. The Fire Division will determine the need for overtime as soon as possible and begin the notification process to fill the overtime in question as soon possible.

4. Employees will be notified electronically of available overtime. Employees will have twenty (20) minutes to respond regarding their interest in accepting the overtime.
5. The Fire Chief, Battalion Chief, or their designee responsible for filling the overtime will keep a log of all personnel who respond and are interested in accepting the overtime. The employee who responds with the least amount of overtime, or who is lowest on the overtime list, will be awarded the overtime, and will be notified of this by pager, and asked to call back and confirm the award.
6. If no response is received to the electronic notification after twenty (20) minutes, the Battalion Chief responsible for filling the overtime will utilize the order-in list and call the list in succession. The first person that is contacted may be ordered-in, provided that the employee does not meet any criteria making him ineligible for the order-in.
7. The Fire Chief, Battalion Chief, or their designee responsible for filling the overtime will enter all overtime hours awarded into the Fire Division's computer tracking program, and will duly note if the employee was ordered-in in the area provided.
8. Employees on the following leave will be considered ineligible to be ordered in: sick leave, bereavement leave, disciplinary suspension, EDO, previously scheduled personal leave in excess of twenty-four (24) hours and regularly scheduled vacation.
9. Leave ineligibilities begin immediately at the end of the employee's regularly scheduled shift, and end upon the employee's return to duty on their next regularly scheduled shift.
10. Employees on sick leave immediately prior to the overtime may not voluntarily accept, or be ordered-in for overtime, until they have worked their next regularly scheduled shift.
11. Employees shall not be forced to work more than thirty-six (36) hours in a row.

Section 23.6. Each employee shall work an average of fifty-one (51) hours per week, thus receiving ten (10) earned days off.

Section 23.7. All earned days off will be chosen by the employee at the time of vacation selection in order of seniority, greatest seniority first, throughout the EDO selection process. Employees will be permitted to trade EDO's with members on their shift regardless of rank. Trading EDO's will take place during the same EDO breakout. Only one (1) Lieutenant can be off on EDO and a seven (7) day notice is required for the trading of EDO's.

Section 23.8. When an employee is required to work in excess of the employee's twenty-four (24) hour shift, the employee shall be paid overtime at one and one-half (1-1/2) times the employee's forty (40) hour rate for the time worked, rounded off to the nearest fifteen (15) minute increment.

Section 23.9. Any employee required to return to work on recall basis shall receive a minimum of two (2) hours pay for a voluntary recall, and three (3) hours pay for a mandatory recall, at his/her overtime rate. Hours worked in excess of the first two (2) hours for voluntary recall, and the first three (3) hours for mandatory recall, shall be paid at the employee's overtime rate of pay.

A "mandatory recall" shall be defined as the mandatory return of an off-duty employee or employees to the fire station, as determined by the Fire Chief, Battalion Chief, or their designee, and after the employee or employees have been notified in such a way so that they may verbally acknowledge the notification.

A "voluntary recall" shall be defined as the voluntary return of an off-duty employee or employees to the fire station, as determined by the Fire Chief, Battalion Chiefs, or their designee, and after the employee and employees have been notified by either a verbal, wireless, or electronic process.

Section 23.10.

- A. All employees responding to incidents that have been terminated one (1) hour or less from the dispatch time shall receive overtime as stated above provided such employees arrive prior to the termination time. However, an exception is...
 - 1. Employees responding to incidents that have been terminated fifteen (15) minutes or less from the dispatch time shall receive overtime as stated above provided that such employees arrive at a time no greater than fifteen (15) minutes from the dispatch time.
- B. All employees responding to the fire stations as stated above will be released by the Employer at the earliest possible time following the termination of the incident. The Employer reserves the right to hold employees for the full compensated time if it so desires.

**ARTICLE 24
WORKING OUT OF GRADE**

Section 24.1. Any bargaining unit employee who is assigned by the Employer to work at the next highest grade shall receive the next highest Step 1 base hourly rate for all hours starting with the second consecutive hour worked.

Section 24.2. In no instance shall any employee who works at the next highest grade be paid a daily rate less than the employee's regular hourly rate.

Section 24.3. When a firefighter works overtime at the next highest grade, the employee will receive overtime compensation at the rate of a Step 1 Lieutenant, starting with the first hour that is worked.

Section 24.4. When a Lieutenant works overtime at the next highest grade, the employee will receive overtime compensation at the rate of an entry level Battalion Chief, starting with the first hour that is worked.

ARTICLE 25 LEAP YEAR SHIFT ROTATION

Section 25.1. Each leap year the Employer shall schedule each of the three (3) shifts an eight (8) hour cycle to work on the 29th of February to more equally distribute the working of holidays for the employee. This article shall not apply to the Lieutenant designated to the Training Officer and assigned a forty (40) hour per week flex schedule.

Section 25.2. Any employee working more than their assigned eight (8) hour shift that day shall receive overtime for said hours.

Section 25.3. Any employee using vacation leave, personal leave, or sick leave during their assigned eight (8) hour shift shall have those hours deducted from their accrued balances as normal and according to this Agreement.

Section 25.4. Any employee who exceeds the maximum number of hours worked in the month as allowed by the Fair Labor Standards Act (FLSA) will be compensated as normal for all hours over two hundred and twelve (212) at the normal FLSA pay rate.

Section 25.5. The extra eight (8) hour shift that an employee is assigned for Leap Year shall not cause the employer to adjust the hourly rate or annual salary of the employee.

ARTICLE 26 WAGES

Section 26.1.

Effective at the beginning of the first pay period after **January 1, 2017** wage rates for Firefighter/Paramedics shall be increased by **2.00%**

Rates for Lieutenants for all three (3) years of this Agreement are determined by adding to the top rate for Firefighter/Paramedic a differential of 9.55% for Step 1, 13.66% for Step 2, and 19.27% for Step 3. The annual pay schedule for the positions of Firefighter/Paramedic and Lieutenant shall be:

FF/P	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly(51-hr rate)	\$17.6414	\$19.3749	\$21.1114	\$23.0653	\$25.6383
Annual	\$46,784.99	\$51,382.23	\$55,987.43	\$61,169.18	\$67,992.77

Lieutenant	Step 1	Step 2	Step 3
Hourly (51-hr rate)	\$28.0867	\$29.1404	\$30.5788
Annual	\$74,485.93	\$77,280.34	\$81,094.98
Training Lieutenant	Base Rate		
Hourly (40-hr rate)	\$41.3273		
Annual	\$85,960.78		

Effective at the beginning of the first pay period after January 1, 2018, wage rates for Firefighter/Paramedics shall be increased by 2.5%.

FF/P	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly(51-hr rate)	\$18.0824	\$19.8592	\$21.6391	\$23.6419	\$26.2792
Annual	\$47,954.52	\$52,666.60	\$57,386.89	\$62,698.32	\$69,692.44
Lieutenant	Step 1	Step 2	Step 3		
Hourly (51-hr rate)	\$28.7888	\$29.8689	\$31.3432		
Annual	\$76,347.90	\$79,212.32	\$83,122.17		
Training Lieutenant	Base Rate				
Hourly (40-hr rate)	\$42.3604				
Annual	\$88,109.63				

Effective at the beginning of the first pay period after January 1, 2019, wage rates for Firefighter/Paramedic shall be increased by 2.75%.

FF/P	Step 1	Step 2	Step 3	Step 4	Step 5
Hourly(51-hr rate)	\$18.5796	\$20.4053	\$22.2341	\$24.2920	\$27.0018
Annual	\$49,273.10	\$54,114.86	\$58,964.83	\$64,422.38	\$71,608.77
Lieutenant	Step 1	Step 2	Step 3		
Hourly (51-hr rate)	\$29.5804	\$30.6902	\$32.2050		
Annual	\$78,447.22	\$81,390.41	\$85,407.66		
Training Lieutenant	Base Rate				
Hourly (40-hr rate)	\$43.5253				
Annual	\$90,532.62				

Section 26.2. Step increases shall be effective at the beginning of the pay period in which an employee becomes qualified to advance to the next step in the wage range. Wages shall be on a progressive basis with step increases scheduled at twelve (12) month intervals.

Section 26.3. Effective throughout the life of this agreement, the Employer shall pay one (1) percentage point of the employee's state mandated twelve and one quarter percent (12.25%) contribution to the Police and Fire Disability and Pension Fund.

Section 26.4. Holiday pay will be paid as bonus and is to be included in an extra paycheck with the second paycheck in November with the appropriate number of deductions for the employee. Holiday pay will be paid on the basis eighty-four (84) hours X employee forty (40) hour rate.

Section 26.5. During the life of this agreement, if the City negotiates a higher total contract wage increase or signing bonus to the Fraternal Order of Police, Ohio Labor Council Inc., Gary Sherman Lodge 161 (Command and Law Enforcement Officers), then the City will adjust the wages of the Huber Heights Firefighters L-2926 to reflect the higher amount, and or grant the same bonus to the members of this bargaining unit.

Section 26.6 Performance Eligibility. The City and Union shall implement this Performance Eligibility program to incentivize improved performance. To receive program payments, the following criteria must be met as of the end of the twelve (12) month evaluation period ending October 31:

- A. The employee shall pass the employees' annual performance evaluation receiving at least a rating of "meets expectations". The performance evaluation will be reviewed by the employee's supervisor, and/or Battalion Chief and the Fire Chief.
- B. The employee will have no more than two (2) lates for duty.
- C. The employee will have no more than four (4) occurrences of sick leave during the twelve (12) month evaluation period, excluding leave which has been approved for FMLA. An occurrence is any use of sick leave to include use of involving consecutive hours or days.
- D. The employee will achieve and maintain all required State of Ohio required certifications, and training required by the Division of Fire.
- E. The employee will not have received any formal disciplinary actions during the twelve (12) month evaluation period consisting of Level II or higher as defined in Article 10. This does not include counseling or any performance management or action which is not documented or formalized as a discipline Level defined in Article 10 of this Agreement. All discipline issued may still be grieved as such that if a grievance is granted and results in the reduction or removal of discipline, the employee is then eligible for the Performance Incentive Pay.
 - a. All Level II disciplines issued shall be reviewed and approved by the Fire Chief.
 - b. The provisions in Subsection E of this Section will be evaluated and trialed for the remainder of this CBA through 2016. If both parties are not satisfied that implementation of Subsection E is not meeting the intent and spirit of the Performance Eligibility plan, the item will be discussed and negotiated for a resolution.

Section 26.7. Performance Incentive Pay.

- A. The performance incentive pay determined in accordance with Section 1 above shall be equal to one and one quarter percent (1.25%) of the employee's base rate.
- B. The performance incentive pay shall be issued to those employees' earning the pay and is to be included with the first paycheck in December with the appropriate number of deductions for the employee.

**ARTICLE 27
HOLIDAYS**

Section 27.1. Employees shall receive holiday pay as defined below, for the following holidays:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Christmas Eve (4 hours)	December 24th
Christmas Day	December 25th

Section 27.2. Employees who actually work on a holiday shall receive their regular daily rate of pay plus four (4) hours pay at one and one-half 1-1/2 times his forty (40) hour rate (two [2] hours at 1-1/2 for Christmas Eve). This is in addition to the holiday pay listed in Article 25.

Section 27.3. Employees responding to a voluntary recall, on a holiday, as defined above, will not be eligible for reimbursement of the four (4) hours pay at one and one-half (1 1/2) times their forty (40) hour rate, unless they are held for four (4) hours or longer.

**ARTICLE 28
PERSONAL LEAVE AND VACATION**

Section 28.1. Bargaining unit employees shall earn vacation leave according to their number of years of continuous service with the Huber Heights Division of Fire as follows, with accrual rates for forty (40) hour personnel in parenthesis:

- A. Less than one (1) year of service - no vacation. However, vacation time shall accumulate at a rate of 4.62 hours per pay period. (3.07)

- B. One (1) year of service, but less than five (5) years completed - accrual rate shall be 4.62 hours per pay period. (3.07)
- C. Five (5) years of service, but less than ten (10) years completed - accrual rate shall be 6.46 hours per pay period. (5.0)
- D. Ten (10) years of service, but less than fifteen (15) years completed - accrual rate shall be 8.30 hours per pay period. (6.15)
- E. Fifteen (15) years of service, but less than twenty (20) years completed- accrual rate shall be 10.15 hours per pay period. (7.31)
- F. Twenty (20) years of service, but less than twenty-five (25) years completed - accrual rate shall be 12.00 hours per pay period. (8.64)
- G. Twenty-five (25) years of service completed - accrual rate shall be 13.84 hours per pay period. (9.97)

Section 28.2. Vacation can be granted in increments of time of one-half (1/2) hour or more (in ½ hour increments). Written requests for vacation shall be made by the employee, and approved by the Battalion Chief, pursuant to this Section. A calendar will be circulated to each shift in December of the preceding year to be used for the purpose of selecting vacation using the "block system" leave selection process.

- A. Shift Lieutenants will pick vacation and EDO's independently of the firefighters and only one (1) Lieutenant will be allowed off on any given day, either approved vacation or EDO. Two (2) firefighters will be allowed off on any given day, either approved vacation or EDO. The Chief, or his designee, reserves the right to refuse the request, but such refusal must not be unreasonably applied. Vacation requests which have not been approved may be denied if the absence creates a need to provide coverage using overtime due to other bargaining unit employee absences caused by EDU (education leave) or non-extended sick leave.
- B. Seniority will determine the order of selection. Seniority will be determined by the date of full-time employment. For employees with the same hiring date, the full-time eligibility list will be used.
- C. Only one (1) shift Lieutenant off on any given day.
- D. Probationary employees can make picks that occur after their year is completed.
- E. The employee cannot reserve more hours of vacation than his or her carry-over plus total hours of accumulated vacation at the time the vacation is to commence. All vacation requests made for dates after this time will automatically be denied.
- F. The employee will select one (1) or more consecutive days of vacation; a selection that includes an EDO will be considered consecutive.
- G. Once the employee with the least seniority has made his or her selection the process will start over.

- H. The selection rounds will continue in the above manner until every employee has made their twenty-four (24) hour selections. After each employee on the shift has completed their twenty-four (24) hour vacation selections, there will be no restrictions on the number or time requirements of vacation selections taken in order of seniority.
- I. An employee shall be permitted to pass in any round.
- J. All remaining vacation requests will be handled by the "first come, first serve" basis.
- K. Cancellation of vacation shall be requested to the employees on duty Battalion Chief by 0800 on the employee's shift prior to the date of the request.
- L. Any discretionary vacation leave request shall be received by their Battalion Chief no later than 12:00 (NOON) on the employee's shift prior to the date of the vacation request.
- M. Emergency vacation can be granted by the Fire Chief or designee.

Section 28.3. Vacation shall be scheduled by the Employer or his designee in such a manner as to not interfere with the efficient operation of the division.

Section 28.4. Employees may carry over into each calendar year a maximum of two hundred sixty-four (264) earned but unused hours of vacation. Vacation amounts in excess of two hundred sixty-four (264) hours to an employee's credit, as of December 31, shall be automatically carried over to the following calendar year, but such excess vacation is to be used by March 31 of the following year. Any excess of two hundred sixty-four hours of vacation not used by March 31 of the following calendar year shall be forfeited, unless the employee is eligible to convert vacation to pay as described in Section 27.7. In such case, all excess vacation as of March 31 shall be converted to cash up to the conversion limits described in Section 27.7. Any amounts as of March 31 that are over the conversion limits shall be forfeited.

Section 28.5. Any employee who resigns, terminates, or retires from the division shall be paid in a lump sum payment for all earned but unused vacation on a one to one (1:1) ratio of the employee base hourly rate.

Section 28.6. In the case of death of an active employee with more than ninety (90) days of continuous service with the Employer, the employee's earned but unused vacation will be converted to a lump sum payment, payable to the employee's beneficiary as previously designated by the employee to the Employer on the official form provided by the Employer. If there is no valid designation of beneficiary, the payment shall be made to the employee's estate, upon application by the executor of the estate.

Section 28.7. Payment in Lieu of Not Using Vacation. Employees may request and receive pay for earned but unused vacation leave. Employees earning vacation at a rate of 6.46 hours per pay period or less may apply for and receive up to seventy-two (72) hours of pay. Employees earning vacation at a rate of 8.30 hours per pay period or more may apply for and receive up to one hundred twenty (120) hours of pay.

Section 28.8. Personal Leave. Employees will receive 36 hours of personal leave each year separate from the employee's vacation account. This leave will be allotted January 1st of each year. Those employees who begin working for the City after January 1st shall be entitled to personal time on a pro-rated basis. Up to 72 hours of personal leave may be carried over to the next calendar year.

Personal leave may be taken in increments of two (2) hours, and in one half hour increments following the initial two (2) hours. No more than one (1) employee at a time may use personal leave on a holiday. No more than two (2) employees may use personal leave on non-holidays.

Personal leave shall be approved based on meeting one of the following conditions:

- A. Personal leave is requested at least one hour prior to the beginning of the employee's shift.
- B. If personal leave is requested after the beginning of the shift, and creates overtime, it will be conditionally approved pending the overtime being filled following the terms and conditions outlined in Article 22, Section 22.5

Section 28.9. Any employee hired after January 1, 1985 shall accumulate vacation time using prior public service with the State of Ohio or a political subdivision for the six (6) year period preceding his or her employment with the Employer. Each member will, within sixty (60) days of his or her hiring date with the Employer, furnish the Finance Director with certification of such employment to receive prior public service employment credit.

Section 28.10. The Lieutenant designated to Training Officer and assigned a forty (40) hour per week flex schedule, shall have all rights and privileges afforded under this Article, though shall not be included where the term "Shift Lieutenant" is used.

Section 28.11. The Lieutenant designated to Training Officer and assigned a forty (40) hour per week flex schedule, shall receive two (2) personal days (16 hours) per calendar year. These days are to be separate from the employee's vacation account. The scheduling of personal day usage shall be with the expectation that twenty-four (24) hour notice will be given. It is the employee's responsibility to complete a standard leave request for approval.

ARTICLE 29 SICK LEAVE

Section 29.1. Shift employees shall accrue sick leave credit at the rate of seven (7) hours per pay period while in an active pay status. Forty (40) hour employees accrue sick leave at the rate of five (5) hours per pay period in active pay status. Active pay status includes vacation, sick leave and wage continuation. No sick leave is earned when an employee is on layoff, disciplinary suspension, unpaid Family Medical Leave or unpaid workers' compensation disability

Section 29.2. An employee who transfers from another public agency or is reinstated by the Employer retains his/her sick leave balance, provided that the time between separation and reappointment does not exceed ten (10) years.

Section 29.3. Sick leave may be granted to an employee, upon approval by the Employer, for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees or the public.
- C. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate practitioner, not to exceed forty-eight (48) hours per calendar year, unless the appointments constitute treatment under the FMLA. Certification from the medical practitioner is required.
- D. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed two (2) shifts, unless additional time is authorized by the Employer.
- E. Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- F. For the purposes of this Article, the definition of immediate family shall be: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis), and one significant other living in the same household.
- G. Sick Leave in excess of twenty-four (24) consecutive hours shall be deemed "Extended Sick Leave".

Section 28.4. In order for an employee to be paid while on sick leave, he/she shall submit a written statement requesting the leave, and the reason for such leave. All payment for sick leave is subject to final review by the Employer or his/her designee.

Section 29.5. The Employer may require an employee to furnish a specific statement regarding the nature of the illness to justify the use of sick leave in excess of one (1) shift. If absence due to illness requires the attendance of a licensed practitioner, the Employer may require the employee to obtain a certificate from his/her physician to be submitted immediately upon return to work, or before the end of the pay period, whichever comes first. Failure to present such a certificate or written signed statement to the Employer or his/her designee may result in loss of pay for the

time absent. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

Where sick leave in excess of one (1) shift is requested to care for members of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee was necessary to care for the ill member.

Section 29.6. An employee who is unable to work because of an allowable sick leave use, shall notify the on-duty shift Battalion Chief at least one (1) hour before his/her scheduled work time on the first day of absence and then one (1) hour prior to each consecutive twelve (12) hours of sick time use, unless otherwise agreed to between the employee and the Battalion Chief.

Section 29.7. When sick leave is used, it shall be deducted from the employee's credit on a 1:1 basis and can be taken in quarter (1/4) hour increments.

Section 29.8. Compensation for sick leave used shall be equal to the employee's regular hourly rate of pay. Sick leave payments shall be made on the regularly scheduled paydays. Employees on sick leave are not eligible for holiday pay as described in section 26.2 of this Agreement.

Section 29.9. Employees may accumulate sick leave up to a maximum of one thousand nine hundred (1900) hours.

Section 29.9.1. If at the end of the last pay period of a calendar year, an employee has a balance of more than one thousand nine hundred (1900) hours of accrued but unused sick leave, the hours in excess of one thousand nine hundred (1900) will be converted into a cash payment. Each employee who has accumulated more than one thousand nine hundred (1900) hours, and has no more than four occurrences of sick leave, will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every two (2) hours accumulated in excess of one thousand nine hundred (1900) hours. Each employee who has accumulated more than one thousand nine hundred (1900) hours, and has more than four occurrences of sick leave, will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every three (3) hours accumulated in excess of one thousand nine hundred (1900) hours.

Section 29.9.2. Upon retirement, an employee's sick leave balance will be converted into a cash payment. Each employee will be paid according to the following schedule:

- A. For accumulated sick leave hours 1 –525, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every four (4) hours of accumulated sick leave.
- B. For accumulated sick leave hours 526- 1050, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every three (3) hours of accumulated sick leave.

- C. For accumulated sick leave hours 1051 -1575, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every two (2) hours of accumulated sick leave.
- D. For accumulated sick leave hours in excess of 1575, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every one (1) hours of accumulated sick leave.

Section 29.9.3. Upon an employee being granted a permanent and total disability from OP&F, that employee is eligible to receive a cash payment for unused sick leave hours according to the following schedule:

- A. For accumulated sick leave hours 1 – 525, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every one (1) hour of accumulated sick leave.
- B. For accumulated sick leave hours 526 – 1050, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every three (3) hours of accumulated sick leave.
- C. For accumulated sick leave hours 1050 – 1575, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every two (2) hours of accumulated sick leave.
- D. For accumulated sick leave hours in excess of 1575, the employee will be paid a sum equal to one (1) hour worked, at his or her regular straight time rate, for every one (1) hours of accumulated sick leave.

Section 29.10. Upon the death of an active employee, the employee's entire accumulated sick leave balance shall be paid to his/her estate or beneficiary. Payment of sick leave is based on the employee's base rate at the time of death and shall eliminate all sick leave credit at that time.

Section 29.11. Employees on sick leave or FMLA, whether paid or unpaid, may not engage in any other employment on any day the employee would be scheduled to work. Prior to leaving his/her home to attend to medical necessities, the employee shall call and notify the shift commander, and shall call upon return to his/her home.

Section 29.12. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least one thousand two hundred and fifty (1250) hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

- A. To care for his/her own serious health condition;
- B. To care for his/her spouse, child, or parent who has a serious health condition; or
- C. Because of the birth, adoption, or foster placement of a child.

The employee's paid leave (sick, vacation, and personal) must be exhausted and is included in the twelve (12) week total. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. It is intended that the application of this section complies with the FMLA of 1993 and that the parties shall take such actions as to ensure compliance.

An employee who exhausts Family Medical Leave and/or wage continuation shall be granted a disability separation.

ARTICLE 30 DONATED SICK LEAVE

Section 30.1. Eligibility. Any eligible employee may apply to the City Manager to receive donated sick leave, if the employee requesting such donated sick leave:

- A. Has a non-work related illness or injury, as documented in writing by a medical doctor, which renders them unable to perform the essential functions of their position for a minimum of four (4) consecutive weeks; and
- B. Does not have a sufficient amount of accrued and unused paid leave to cover the estimated period of absence;
- C. Is not eligible for non-work related Transitional Duty; and
- D. Has no disciplinary actions regarding sick leave abuse in the last twelve (12) months.

Section 30.2. Procedure: An employee qualifying for sick leave donation hereunder shall make a written request for such leave by completing the necessary form and submitting same to the City Manager. Written documentation from a medical doctor of the employee's illness or injury must be attached to the request. The City Manager shall approve all requests for donated sick leave that meet the criteria herein, and shall have the discretion to approve requests outside of the criteria where approval of the request is in the best interest of the City, in the City Manager's opinion. Copies shall be provided to the employee, Human Resources, and the Chief of Fire.

Upon approval of a request for sick leave donation, the City Manager shall complete the necessary form and forward copies of same to each City division.

An employee wishing to donate sick leave to a fellow employee eligible for donation shall complete the necessary form and forward same to their division head, who shall provide a copy to Human Resources.

Section 30.3. Approval: Upon approval of an employee's request for donated sick leave, the City Manager shall:

- A. Notify all city employees of the employee's need for donated sick leave, while respecting the employee's right of privacy;
- B. Approve payment of any such donated sick leave to the requesting employee on a pay period by pay period basis up to the amount of donated leave, or the hours necessary to provide the employee with their regular, straight-time pay for such pay period, whichever is greater.

Section 30.4. Donating Sick Leave: An employee may donate accrued and unused sick leave to their credit to any other employee who has been approved to receive donated sick leave if the donating employee:

- A. Retains a sick leave balance of at least four hundred and eighty (480) hours after deduction of the hours offered for donation; and
- B. Voluntarily elects to donate sick leave to the employee approved for donation, understanding that any such leave donated and used shall not be returned.

Section 30.5. Terms and Conditions: The following additional terms and conditions shall apply to the sick leave donation program:

- A. All donation of sick leave shall be in eight (8) hour increments, with eight (8) hours being the minimum donation;
- B. An employee receiving donated sick leave shall be paid at their regular, straight-time rate of pay, regardless of the rate of pay of the employee donating such leave;
- C. Sick leave shall be deducted from donating employees proportionately from all donated hours and credited to the receiving employee's account on pay day up to the amount necessary for the employee to be paid their regular two (2) weeks' pay. No sick leave shall accumulate in the account of a receiving employee or be converted to cash or compensatory time. Any sick leave donated by an employee that is not used shall remain in the account of the donating employee.
- D. An employee using donated sick leave shall be in active pay status and shall accrue sick and vacation leave, and be entitled to any benefits they would normally receive. Sick leave accrued by an employee while using donated sick leave shall be used in the following pay period before donated sick leave is used.
- E. Employees receiving donated sick leave shall be eligible to receive such leave only until the employee's estimated date of return to duty, or until the first pay period during which the receiving employee fails to receive enough donated leave to receive their full two (2) weeks pay. Persons who have continued to receive full donations and whose physicians

extend their estimated date of return will be required to make notification for the need for further donation.

- F. No employee receiving donated sick leave will be permitted to be off work on such leave more than twelve (12) consecutive calendar months. An employee may not apply for donated leave more than once in any twelve (12) month period.
- G. Donated sick leave shall not count for purposes of any donating employee's sick leave attendance bonus.
- H. The City Manager shall ensure that no employee is forced or coerced into donating sick leave for a fellow employee. Donation shall be strictly voluntary.

ARTICLE 31 WAGE CONTINUATION

Section 31.1. An employee who suffers a service-connected injury or illness incurred in the course of and arising out of employment with the Employer and who is rendered temporarily totally disabled, shall be eligible for Wage Continuation. Wage Continuation is defined as the employee's current salary, including benefits, as defined by the collective bargaining agreement (e.g. pension contribution, vacation accrual, sick leave accrual, health care benefits, etc). Wage Continuation shall be available for up to ninety (90) calendar days. Wage Continuation is fully paid by the Employer, and is in lieu of Temporary Total Disability (TT) benefits from the Bureau of Workers' Compensation (BWC). An employee who applies for Wage Continuation will apply to BWC for medical benefits only, and not lost income (TT) benefits. The employee may apply for lost income benefits toward the end of Wage Continuation if it is known that the absence will continue beyond their available paid leave. Bargaining unit members shall be allowed to expend all available paid leave if it should be required. While on Wage Continuation the employee shall not be charged sick time.

- A. If an employee contracts Hepatitis B, Hepatitis C, or HIV, and necessary preventive measures (including Heptavax protection) have been taken and proper procedures to indicate significant exposure has occurred, then the employee shall receive Wage Continuation as provided above.

Section 31.2. Any employee making claim for such compensation as provided for in this Article shall, at the request of the Employer, submit himself to a physical exam by a licensed physician of the Employer's choice. This examination will be restricted to areas limited to or affected by the injury. Physical examinations required pursuant to this Article shall be at the Employer's expense.

The Employer shall offer an employee who has suffered a compensable injury, and has been released by their physician to return to work with restrictions, a Transitional Duty assignment. While on Transitional Duty, the employee will:

- A. Not be required to use paid leave for medical appointments related to the on-the-job injury;
- B. Not be eligible for overtime;
- C. Be permitted to respond to emergencies within the limitations of the employee's medical release.
- D. Be assigned to a day off schedule and hours of work as determined by the Chief of Fire or his designee. The Fire Chief will work with the employee to create a mutually agreeable forty (40) hour flex schedule. If the parties cannot agree, the matter will be submitted to a three (3) member panel comprised of two (2) individuals selected by the City Manager, or their designee, and the Union President or their designee. The decision of the three (3) member group must be a consensus and will be final and binding upon the parties, and will not be subject to the grievance process.

Section 31.3. The Employer may provide this benefit to the employee through income protection insurance or by any other means available to the Employer. In the event this benefit is provided through the purchase of income protection insurance, the employee shall meet all the requirements of such insurance policy to receive Wage Continuation. The cost of such insurance shall be at the Employer's expense.

ARTICLE 32 FUNERAL/BEREAVEMENT LEAVE

Section 32.1. In the case of death of an employee's spouse, significant other living in household, child or stepchild, niece or nephew, parent, stepparent, legal guardian or other person who stands in place of a parent (in loco parentis), mother in-law or father parent-in-law, sibling, brother or sister-in-law, grandchild or grandparent, aunt or uncle, grand child, or a dependent relative residing in the employee's household, the Employer will grant up to twenty-four (24) hours of paid leave not deducted from sick leave, to attend services and make arrangements. Up to forty-eight (48) hours of sick leave may be used in addition to funeral/bereavement leave per death.

ARTICLE 33 COURT LEAVE

Section 33.1. Whenever an employee is required to appear on off-duty time before any official court on matters pertaining to or arising from the employee's official duties, the employee shall receive three (3) hours pay at his overtime rate of pay. If such appearance exceeds three (3) hours, all time in excess of the first three (3) hours shall be paid at the employee's overtime rate to the nearest quarter (1/4) hour.

Section 33.2. All compensation received by the employee for such appearance(s) shall be endorsed to the general fund of the City of Huber Heights.

Section 33.3. Whenever such appearances are on-duty time, the employee shall suffer no loss of pay for such appearance.

Section 33.4. Any employee required to serve on a jury before a court empowered by law to require such service shall be excused from duty for the time required for such service and shall be paid the difference between jury pay and his/her regular daily rate of pay. Employees must present proof of the amount of jury pay received and must report for duty whenever released from jury duty service. The employee must call court before reporting for court duty to confirm if appearance is required.

ARTICLE 34 MEDICAL INSURANCE COVERAGE

Section 34.1. The Employer shall provide to all bargaining unit employees who elect coverage, health care through a qualified High Deductible Health Plan (“HDHP”) in conjunction with a Health Savings Account (“HSA”) or a Health Reimbursement Account (“HRA”). Dental and vision insurance coverage shall be the same coverage provided to other groups of Huber Heights City Employees.

Section 34.2. For the term of this Agreement, the Employer shall make available to bargaining unit employees, to the extent possible, a level of health care benefits substantially equivalent to current year plan. Substantially equivalent coverage shall mean that the coverage shall be similar to the extent that the carriers will be asked to quote on their standard products which most closely match current plan design; however, custom plan design need not be requested and exact match of plan design need not be sought or acquired.

Section 34.3. For the term of this Agreement, the employer will pay the premium cost. Through December 31, 2019, the Employer will contribute 80% of the deductible for the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HRA. The participating Union member shall be responsible for the remaining 20% of the deductible. Through December 31, 2019, the Employer will contribute 60% of the deductible for the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HSA. The participating Union member shall be responsible for the remaining 40% of the deductible.

Effective January 1, 2017 the Employer will contribute 80% of the deductible for in-network providers within the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HRA. The participating Union member shall be responsible for the remaining 20% of the deductible for in-network providers.

Effective January 1, 2017, the Employer will contribute 60% of the deductible for in-network providers within the HDHP for those bargaining unit employees who elect coverage and are enrolled in a HSA. The participating Union member shall be responsible for the remaining 40% of the deductible for in-network providers.

Effective January 1, 2017 participating Union members shall be responsible for 100% of the deductible for costs incurred for services provided by out-of-network providers and the Employer shall not be required to contribute toward such deductibles.

Effective January 1, 2017, participating employees shall be responsible for all “Co-Pays” under the HDHP for in-network and out-of-network services.

(For information purposes, during 2017, the Co-Pays shall apply after the \$2,500 Single or \$5,000 Family Deductible is met for In-Network Services. Employees shall be obligated to pay the following Co-Pays up to a maximum of \$1,000 Single or \$1,850 Family for In-Network Services:

- *Office Visit - \$30.00*
- *Specialist - \$60.00*
- *Urgent Care - \$100.00*
- *Emergency Room - \$250.00*
- *Prescription Drugs - \$10 - \$35 - \$60 depending upon Tier.*

Employees shall be obligated to pay Co-Pays of 30% up to a maximum of \$5,000 Single or \$10,000 Family for Out-Of-Network Services.

For employees who either began working with the employer under the Collective Bargaining Agreement after the beginning of the calendar year, or add a dependent for coverage during the calendar year, the employer will pay 100 % of the premium cost and will contribute up to 80% of deductible expenses for in-network expenses to the HDHP, for those enrolled in a HRA and 60% for those enrolled in a HSA, only in the event that the employee has to pay out of pocket for the deductible due to a medical claim, submitted by the employee and/or any dependent.

Section 34.4. The Employer shall tender payments of its share of the deductibles to the Health Savings Accounts (“HSA”) and the HRA of Union members who chose to participate in the HDHP, then in effect, on or before January 1, April 1, July 1, and October 1 for each year of the Agreement.

Section 34.5. In the event that a Union member or a member of his or her family who is enrolled in and covered by the HDHP suffers an illness or injury for which the cost of medical attention exceeds the Employee contribution and the annual Employer contribution paid to date, the Employer shall accelerate payments of the remaining deductible contributions for that calendar year to assist the Union member in paying health care related expenses.

The Union member must submit to the Employer an Advance Request Form for acceleration and provide deductible documentation showing the costs of the illness or injury. Acceleration of the Employer’s payment of its portion of the deductible shall not be available for elective procedures, including surgery and/or outpatient treatments.

Section 34.6. The HSA accounts shall be set up with a bank selected by the Employee with Employer’s approval. The Union members are solely responsible for any and all charges or fees

assessed by the bank for the administration of and/or transactions involving each Union member's HSA. The Employer shall be responsible for any fees or costs associated with its decision to change insurance carriers.

Section 34.7. The Employer agrees to deduct from each participating Union member's biweekly paycheck the amount designated by that individual Union member through an authorization form to be provided by the Employer. These amounts shall be paid into the participating Union members HSA.

Section 34.8. The Union member is solely responsible for the management of his or her HSA. The Employer makes no representations or promises regarding the operation of the HSA, the tax implications of the HSA or the maximum a Union member may contribute to the HSA.

Section 34.9. Except for paragraphs 34.5 and 34.7, all matters relating to the rights and obligations of the Employer and Union member as set forth herein shall be subject to the grievance procedures set forth in Article 10 of this Agreement.

Matters regarding occurrences which follows the Employer's deposit of its portion of the deductible and deposit of the Union member's authorized pay deductions, if any, are beyond the control of the Employer, and therefore are not amenable to the grievance procedure.

Section 34.10. The Employer and representatives of its bargaining unit employees, including the Union, and its non-bargaining unit employees shall form a committee to meet and confer regarding health care coverage during the term of this Agreement. The committee will evaluate and agree upon recommended changes to the health care coverage of the bargaining unit. In the event that the committee is unable to reach an agreement on a recommendation for health care coverage, either the employer or the Union may immediately file a request for arbitration pursuant to the American Arbitration Association's Expedited Labor Arbitrations rules to determine if the HDHP selected by the City is substantially equivalent to the plan then in effect.

Section 34.11. Union members shall be responsible for five (5%) percent of the premiums for the plans providing vision and dental coverage.

Section 34.12. The insurance carriers and/or method of providing the benefits referred to in this Article shall be solely at the discretion of the Employer.

Section 34.13. The Employer shall continue to offer an Employee Assistance Program designed to assist employees with personal problems that often interfere with their work.

Section 34.14. In the event that a Union member declines coverage under the HDHP then in effect, the Employer agrees that it will pay the non-participating employee two-thousand five hundred dollars (\$2500.00), in lieu of providing health care coverage. Payments of six hundred twenty-five dollars (\$625.00) shall be made to the employee quarterly, on the dates set forth in

Section 33.3. Union members will not receive compensation should they choose not to participate in the City's vision or dental plan

In order to qualify for this benefit, the employee must present proof satisfactory to the Employer that he or she is covered under a health care plan other than the HDHP provided by the Employer.

Section 33.15. Employees who are participants of the HRA may use their HRA funds to purchase all qualified medical expenses, as permitted in section 213 (d) of the Internal Revenue Code and the HRA Plan Document. The maximum HRA benefit will be the maximum HRA benefit prorated on a quarterly basis based on the employee HRA eligibility date.

Reimbursements under the HRA can be made for the expenses of employee, spouse and dependent of the employee. HRA participants may access their entire HRA benefit anytime during the year. The unused HRA amounts at the end of the coverage year will not be carried forward to the next coverage period. Upon separation of employment during the plan year, participation in the plan will cease and any unused amounts are forfeited. These amounts may never be used for anything but reimbursements for qualified medical expenses.

ARTICLE 35 LIFE INSURANCE

Section 35.1. The Employer shall provide for each bargaining unit employee, at no cost to the employee, term life insurance coverage in the amount of \$50,000.

- A. Life insurance policy to be double indemnity.
- B. Life insurance policy to include dismemberment provision.

Section 35.2. If and when another employee group in the city receives greater life insurance coverage than \$50,000 the amount of life coverage paid by the Employer shall increase to the amount of coverage for such other employee group. The Employer agrees to provide its employees the opportunity to purchase (at the employees' cost) voluntary group term life insurance for themselves and/or their dependents. The plan will attempt to provide flexibility that allows for various coverage options and choices for the employee. The provider selection process will allow the Employer to "shop" for affordable group rates, minimum/maximum levels of life insurance, as well as guaranteed issue provisions.

Section 35.3. The carrier or method of providing such term life insurance coverage shall be solely at the discretion of the Employer.

ARTICLE 36 LIABILITY INSURANCE

Section 36.1. The Employer will provide vehicle liability insurance to cover employees while operating a Fire Division vehicle within the scope of his/her employment.

Section 36.2. The Employer agrees to indemnify and defend any employee from actions arising out of the lawful performance of his/her official and assigned duties.

ARTICLE 37 EQUIPMENT/UNIFORMS

Section 37.1. The Employer shall supply at no cost to the employees all equipment and uniforms required by the joint uniform committee, in quantities specified by the joint uniform committee. The joint uniform committee will be comprised of three (3) Union representatives, and three (3) representatives designated by the Fire Chief. The joint uniform committee's recommendation will be accepted and attached as an appendix to this Agreement. If the joint uniform committee cannot reach consensus, then both parties agree to revert to the language contained in the Agreement between the parties effective December 15, 2008.

Section 37.2. The Employer shall provide at no cost to the employees all equipment and uniforms required by the Employer in quantities specified by the Employer. All pertinent items will comply with current NFPA and OSHA standards. Nothing prohibits the Employer from exceeding these standards or requirements.

The uniform and equipment issue list will include:

- (1) Class A uniform consisting of:
 - (1) Pair of trousers
 - (1) Jacket
 - (1) Long sleeve white button-down shirt
 - (1) Dress hat
 - (1) Navy blue tie
 - (1) Pair of dress shoes
 - (1) Badge of the appropriate rank
 - (1) Pair of shirt collar brass for officers
 - (1) Pair of jacket collar brass for officers, and
 - (1) Nameplate
- (1) Class B uniform shirt, white, short sleeve, button-down.
- Class C duty uniforms consisting of:
 - (3) "Job" style long sleeve work shirts
 - (5) uniform T-shirts; short sleeve, long sleeve, mock turtlenecks identical in color, style, and design to the issued short sleeve and long sleeve uniform T-shirts, with the

letters “HHFD” embroidered on the left side of the neck collar, or any combination of the three totaling, but not exceeding, (5)

- (3) Pairs of Nomex duty pants; straight-leg, BDU, or EMS pants style.
- (1) Duty belt
- (1) Pair of duty shoes or boots (see Section 36.6 below)

- (1) Multi-season uniform jacket
- (1) Knit, winter uniform cap
- (1) Baseball style uniform cap
- (1) Pair of hearing protection
- (1) Pair of safety glasses or eye protection
- (1) Complete set of PPE to include:
 - (2) Nomex or other acceptable fire-resistant hoods
 - (2) Pairs of structural firefighting gloves
 - (1) Pair of structural firefighting boots
 - (1) Structural firefighting helmet
 - (1) Pair of structural firefighting rated goggles
 - (1) Pair of structural turnout pants
 - (1) Structural turnout coat
 - (1) Pair of suspenders for the turnout pants
 - (1) SCBA face piece

Section 37.2.1. Approved Optional Items

The Employer has approved the following items, through the joint uniform committee, for wear on duty. The Employer will not furnish these items. If an employee desires to wear these items, he/she may purchase them at his/her own cost. The Employer is not responsible to replace any approved optional items that may be lost and/or damaged. The approved optional items list includes:

- A windbreaker style jacket, navy blue, lined or unlined, with the Division of Fire logo embroidered on the left breast.

Section 37.2. The Employer shall replace uniforms which are damaged or destroyed while worn by employees performing their job duties. Those uniforms lost or stolen are the responsibility of the employee. Cleaning of duty uniforms is the sole responsibility of the employee.

Section 37.3. All employees’ uniforms and equipment will be inspected and replaced, as needed, each quarter. When an employee brings to the attention of the supervisor that their uniform needs replaced, the uniform will be ordered as soon as possible.

Section 37.4. Any piece of protective clothing or safety equipment needing repair shall be repaired by the manufacturer or their representative.

Section 37.5. The Employer can add to the above uniform or equipment lists if other articles become a required uniform or equipment by the Employer.

Section 37.6. Duty footwear costs will be reimbursed to the employee at a cap of one hundred fifty (\$150) for station duty footwear.

Section 37.7. If in the course of performing work related activities for the Employer an employee loses or damages personal items, (e.g., watches, sunglasses, contact lenses, eyeglasses, hearing aids, and dentures) the items will be replaced by the Employer. The total replacement costs in (1) one calendar year per employee shall not exceed one hundred dollars (\$100.00). Damage to eyeglasses, contact lenses, hearing aids, and dentures is subject to reimbursement by Workers' Compensation. In the event Workers' Compensation does not cover full replacement cost, the employee is eligible for replacement cost reimbursement as outlined above. Requests for replacement and/or reimbursement must be completed in writing within seven (7) days from the time of the incident. Pagers, cellular phones, and personnel equipment owned and used by the employee are not subject to replacement or reimbursement.

ARTICLE 38 EDUCATION AND TRAINING

Section 38.1. The Employer shall provide all required recertification training. When the number of employees meets the required class size, training shall be scheduled to allow members to attend on their duty shift. If the employee is unable to attend recertification training while on duty, the Employer will pay for tuition and books for the employee to attend the recertification training. The cost of training shall be paid by the Employer at the time of registration or whenever the payment is due.

Section 38.2. The Employer shall continue to post in a conspicuous place information pertaining to seminars, classes, and training sessions being conducted outside the division relating to firefighting and emergency medical care.

Section 38.3. Any employee wishing to participate in other than college-level training sessions outside the division shall forward his/her request through the proper channels to the Chief. These requests will include the shift commander recommendation as to whether this training course can benefit the employee in his/her present job responsibilities and the Fire Division. Employees who attend approved training programs outside the division will be permitted to attend without loss of pay. Travel expenses will be granted to the employee on approved programs as outlined in the Employee Personnel Manual. The cost of tuition and books will be paid for by the Employer at the time of registration.

Section 38.4. The Employer will reimburse tuition costs for courses directly related to a permanent full-time employee's position, taken at an accredited college, defined in the most current edition of "Accredited Institutions of Postsecondary Education", and published by the American Council on Education. The cost of tuition will be reimbursed to the employee after successful completion of the course work with a grade of "C" or higher or a grade of pass on a pass/fail scale. Course work, in order to be eligible for educational tuition reimbursement, must be approved in advance by the Fire Chief. The maximum allowable benefit under this article

shall not exceed fifteen hundred dollars (\$1,500.00) per year, per employee, based on available funds.

Section 38.5. Employees who terminate employment within one (1) year of the completion of a reimbursed course will be required to reimburse the Employer for expenses incurred. This requirement may be waived by the City Manager for unusual or justifiable circumstances.

ARTICLE 39 NO STRIKE/NO LOCKOUT

Section 39.1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public, and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.
- B. The Union further agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.
- C. The Employer agrees that neither it, its officer, agents, or representatives, individually or collectively will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees.

Section 39.2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violate Section 38.1(B) of this Article is subject to discipline or discharge by the Employer. The Union shall retain all rights of appeal available under OR 4117.

Section 39.3. In the event of any violation of Section 38.1(B) of this Article, the Union shall promptly do whatever it can to prevent or stop such unauthorized acts, including but not limited to, the preparation of and delivery to the Employer a letter addressed to the Employer stating "the strike action is not sanctioned by the Union and all employees should return to work." The letter shall be signed by the ranking officer of the Union.

Section 39.4. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes. Nothing in this Article shall be construed to limit or abridge the Union's right to seek other available remedies provided by law to deal with any unauthorized or unlawful lockouts.

ARTICLE 40 DURATION

Section 40.1. This Agreement shall be effective as of January 1, 2017, and shall remain in full force and effect through midnight, December 31, 2019.

Section 40.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

Section 40.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and Union and all prior agreements, practices and policies, either oral or written, are hereby cancelled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

In Witness, Whereof, the parties have hereunto signed by their authorized representatives this 5 day of January, 2016.


FOR THE CITY OF HUBER HEIGHTS

FOR THE IAFF LOCAL 2926



Robert Schommer, City Manager


John Russell, President


Mark Ashworth, Fire Chief


Jason Culham, Vice President


Kathryn Knisley, HR Director


Michael Wall, Secretary/Treasurer

Approved as to Form:


Alan Schaeffer, Law Director
Pickerel, Schaeffer & Ebeling
Gerald McDonald

Approved and ratified by the Council of the City of Huber Heights on this 12 day of December, 2016.

Resolution No. 2016 -R- 6446