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AGREEMENT  
BETWEEN  
THE CITY OF FAIRFIELD, OHIO  
  
AND  
  
INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS  
  
LOCAL 4010  
  
EFFECTIVE APRIL 1, 2017  
THROUGH MARCH, 31, 2020  
INCLUSIVE



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ARTICLE I

PREAMBLE

The following Contract by and between the City of Fairfield, Ohio, hereinafter referred to as the "City", "Management" or "Employer" and Local 4010, International Association of Firefighters, hereinafter referred to as the "Union", is recorded in written form to meet the requirements as set forth in Section 4117.09 (A) in the Ohio Collective Bargaining Law.

ARTICLE II  
RECOGNITION

SECTION 1. - MANAGEMENT RECOGNITION

Except as otherwise specifically provided herein, nothing contained in this Agreement shall alter the authority conferred by law, ordinance, civil service rules and regulations, and Fairfield City Charter upon any City official or in any way abridge or reduce such authority. This Agreement shall be construed as requiring City officials to follow the procedures, agreements and policies prescribed herein, to the extent they are applicable in the exercise of the authority conferred upon them by law.

SECTION 2. - IAFF RECOGNITION

The City of Fairfield recognizes the Union as the sole and exclusive representative of all employees as hereinafter defined with respect to collective bargaining as defined under O.R.C. 4117.

SECTION 3. - "EMPLOYEE" DEFINED

The term employee, employees or firefighter as used in this Agreement shall refer to full-time employees assigned to the following classifications:

1. Firefighter-Paramedic
2. Fire Lieutenant
3. Fire Captain

All references to employees in the agreement shall include both sexes; whenever the male gender is used it shall be construed to include male and female employees.

SECTION 4. - UNION DUES AND FAIR SHARE FEES

- A. While this Agreement is in effect, the City agrees to deduct from the earnings of each employee covered by this agreement, the Union initiation fees, dues, assessments or reinstatement fees, from each pay period beginning thirty (30) days after the start of employment on the basis of individually signed voluntary check-off authorization cards on a form to be furnished by the Union. The Union agrees to provide the Finance Department with an up-to-date roster of current Union members as the need arises. The amount of dues deducted each pay period will be of an equal amount.
- B. All employees of the City covered by this Agreement who are not members of the Union shall pay a fair share fee which shall not exceed the Union's periodic dues. The Employer shall deduct the fair share fee from the employee earnings the last pay in each and every month beginning thirty (30) days after the start of employment for any employee covered by this Agreement. The amount of dues, initiation fees, or fair share fee to be deducted from each employee shall be that amount as certified to the City in writing by the Treasurer of the Union.
- C. The deduction of a fair share fee by the City from the payroll check of the employees covered by this Agreement who are not members of the Union and its payment to the Union is automatic and does not require the written authorization of the employee. The amount of dues, initiation fees, or fair share fees collected shall be turned over to the Treasurer of the Union by the fifteenth (15th) day following the deduction.
- D. Failure to pay the fair share fee shall be the basis for legal action against the non-member by the Union. Nothing contained herein shall be construed to require that any employee become a member of the Union. The Union agrees to comply with all requirements of O.R.C. 4117.09 pertaining to dues and/or fair share fees.

- E. It is specifically understood that the only responsibility the City assumes is to deduct the dues, initiation fees, assessments, reinstatement fees, and fair share fees in the amount specified by the Union and to forward such dues, initiation fees, assessments, reinstatement fees, and fair share fees according to the terms of the Agreement. The Union agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs, and/or back pay liability arising out of the City's actions or inactions involving dues, initiation fees, assessments, reinstatement fees, and fair share fees.
- F. The Union agrees to save the City, its agents, employees and officials, harmless from any and all costs, including witness fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Employer may be liable by virtue of the provisions of this Article.
- G. It is specifically agreed that payment for the above specified reasons shall be made directly from the Union to the party, and at no time, shall the Employer pay out any monies for any reason associated with the provisions of this Article.

#### SECTION 5. - NEGOTIATING COMMITTEE

- A. The Union shall advise the City of the name of its negotiators, not to exceed five (5) members of the bargaining unit. The five (5) representatives shall be paid their regular straight-time hourly rate for hours spent in negotiating sessions during regular work hours; any hours spent negotiating outside of the representatives' regular work hours will not be compensated by the City.
- B. The names of the duly chosen bargaining representatives of the unit shall be submitted to the Fire Chief or his designee sufficiently in advance of scheduled bargaining meetings, so as to permit scheduling for continuity of operations within the department.

#### SECTION 6. - LABOR MANAGEMENT COMMITTEE

The parties agree that there will be a Labor Management Committee, consisting of not more than five (5) representatives of the City and five (5) representatives of the Union. The Union representatives may include those employees assigned to classifications listed in the Appendices and/or one (1) non-member representative. The Committee shall meet to investigate, study, discuss and resolve issues affecting labor- management relations. The Committee shall establish its own ground rules which shall include the right of either side to call a meeting.

#### SECTION 7. - MEETINGS ON CITY PREMISES

The Union will be permitted to utilize approved City conference rooms including firehouse meeting rooms for the purpose of Union meetings and committee meetings reasonably necessary for the conduct of union business at reasonable hours. On duty personnel will be permitted to attend.

The City will permit the placement of union ballot boxes in each firehouse for the purpose of membership voting.

#### SECTION 8. - UNION BUSINESS LEAVE

The City agrees to pay annually up to a combined total of fifty-four (54) hours of regular straight time off with pay from their regular schedule for up to two (2) employees who are duly elected Union delegates or alternates to attend annual conventions or conferences of the Union. The Union shall give the Employer at least one (1) week written notice of the employees who will be attending such functions. Union business leave may be accumulated for a two (2) calendar year period (i.e., a maximum accumulation of one hundred eight [108] hours).



## SECTION 9. - BULLETIN BOARDS

The City shall maintain, at no cost to the Union, one (1) bulletin board to measure a minimum of 3' by 3' at each fire station for Union business. The bulletin boards will be enclosed in glass and have the ability to be locked. The Union shall be given a key to each bulletin board. The Union agrees to share half (1/2) of the bulletin board with the Fire Chief or his designee to permit posting of federally mandated documents. The bulletin boards shall be displayed in a prominent location in each fire station.

All notices which appear on the Union's bulletin boards shall be posted by the highest ranking local Union official or his/her designee in the bargaining unit and shall relate to items of interest to the employees. Union notices relating to the following matters may be posted without the necessity of receiving the Fire Chief's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of standing committees and independent arms of the Union, and;
- G. Publications, rulings, or policies of the Union.

All other notices of any kind not covered by "A" through "G" above must receive the prior approval of the Fire Chief or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employees;
- B. Scandalous, scurrilous, or derogatory attacks upon the Administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership, and;
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.
- E. Any material which constitutes, or contributes to, a violation of any City policy

## SECTION 10. - HOUSE FUND COLLECTION

While this agreement is in effect, the City agrees to deduct from the earnings of each employee covered by this agreement, the annual House Fund dues required from each employee within the Fire Department. The amount deducted from each pay period will be an equal amount throughout the year in order to meet the annual House Fund dues as determined by the House Fund committee.

It is understood by the City and the Union that said deduction is required from each employee covered by this agreement.

The annual House Fund dues shall be subject to change as necessary, as determined by the House Fund committee.

### ARTICLE III

#### MANAGEMENT RIGHTS

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to, the selection, transfer, assignment and layoff of employees, the termination of probationary employees, the termination for just cause of other employees; the making, amending and enforcing of reasonable work rules and regulations; the securing of revenues of the City; the exercise of all functions of government granted to the City by the constitution and statutes of the State of Ohio and the City Charter and Ordinances; the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and from time to time as to what services the City shall perform; the change or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of number of employees required; the establishment and changes of work schedules and assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City and/or management may determine to be necessary for the orderly and efficient operation of the City; and the determination of the size and composition of the work force. The City retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

## ARTICLE IV

### NON-DISCRIMINATION

The Employer, its officers and agents, and any person or persons of agencies responsible to the Employer and the Union and its officers and members shall not illegally discriminate for or against any employee on the basis of race, religion, color, national origin, sex, handicap, marital status, employee organization, or political affiliation, age, or for the purpose of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable federal, state, and local laws and state or federal executive order.

The Union and the Employer agree that membership in the Union shall be open to all employees in the bargaining unit of the Employer regardless of race, color, religion, national origin, sex, handicap, marital status, political affiliation, or age. The employer agrees that there shall be no discrimination toward employees by virtue of participation or non-participation in Union affairs as provided by Chapter 4117 of the Ohio Revised Code.

## ARTICLE V

### HOURS OF WORK, OVERTIME. PREMIUM PAY

#### SECTION 1. - WORK PERIODS AND SCHEDULES

- A. A work period shall consist of twenty-eight (28) consecutive days. Work will be scheduled one (1) day on followed by two (2) days off. The normal workday shall consist of twenty-four (24) consecutive hours. Employees assigned to this schedule will be paid overtime for all hours worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period. The normal schedule for employees assigned to this work period will consist of no more than nine (9) scheduled workdays per twenty-eight (28) day work cycle as scheduled by the Fire Chief. The work period begins at the employee's regularly scheduled starting time on every fourth Monday and shall coincide with two consecutive pay periods. Employees working this schedule shall be compensated for two hundred twelve (212) hours of straight time pay and four (4) hours of overtime for each such twenty eight (28) day work period but will be paid one-hundred six (106) straight time hours and two (2) overtime hours each two week pay period. Any hours worked in addition to the normal schedule shall be paid at the overtime rate of pay.
- B. When an employee's scheduled one (1) day on, two (2) days off schedule would normally result in the employee working ten (10) scheduled work days in a twenty-eight day work period, the employee shall work said tenth shift unless the employee notifies the Fire Chief in writing at least thirty (30) days in advance that the employee will not work said tenth shift. Employees working said tenth shift shall be paid for an additional twenty four (24) overtime hours for the pay period including said tenth shift. Another employee with equivalent skills and certifications shall work overtime to fill shifts not filled by the regularly scheduled employee. Should said scheduled tenth work shift fall on one of the nine (9) designated holidays named in Article VII, Section1, an employee shall be paid in accordance with the provisions of Article VII, Section 1, Paragraph D.
- C. Effective 90-days after the contract effective date, all Fire Captains covered by the contract will begin their regularly scheduled workday at 0700 hours and end it twenty-four (24) hours later. All Firefighter-Paramedics covered by this contract will begin their regularly scheduled workday at 0700 hours and end it twenty-four (24) hours later. However, the Fire Chief with the approval of the City Manager reserves the right to determine the start time for all career employees. Any start time determined by the Fire Chief must fall between 0600 and 0800 hours. The Fire Chief must give notice in writing to any affected employees a minimum of thirty (30) days prior to implementing any such changes.
- D. Employees may be assigned to training or other special assignments for periods of two (2) calendar weeks or less which involve work schedules other than those stated in subparagraph A or B of this section. Employees will receive pay for those periods in accordance with their normally scheduled work hours (including regularly scheduled overtime) and will be paid overtime for total hours worked in excess of the maximum hour periods stated in subparagraph A or B of this section.
- E. No member of the bargaining unit shall remain on duty in excess of forty-eight (48) consecutive hours followed by twelve (12) consecutive hours off whether it is due to a trade or working overtime opportunities, except in cases of emergency as declared by the Fire Chief. In the case of an employee working forty eight (48) hours consecutively due to overtime it would have to be due to the employee already working a twelve (12) hour shift of overtime either before or following their normal assigned unit day, and a consecutive twelve (12) hour overtime opportunity became available that all other employees covered under this contract declined and the said employee was next up for the overtime opportunity and accepted it.
- F. The parties agree that the duties, authority, and responsibilities of the members of this bargaining unit qualify for the partial exemption from overtime requirements contained in 29 U.S.C. Section 207 (k).

- G. Two employees of equal qualifications may voluntarily trade unit day assignments between themselves at any time, subject to the prior approval of the Employer. In the event of a Firefighter/Paramedic vacancy on a particular unit day assignment, the vacancy shall be posted for fourteen (14) calendar days and employees may respond during the posting period. The vacancy shall be filled by the most senior qualified employee who applies for the unit day assignment. The Employer may deny an employee's request for a transfer for just cause which cause shall be provided to the employee in writing. If such denial is grieved by the employee, the burden of proof shall be on the employee. If a promotion is necessary to fill a vacancy, the promotional vacancy will be filled prior to posting a unit day transfer. The Employer may also change unit day assignments involuntarily, provided that any such change for an individual employee shall not be done more frequently than once in any twelve (12) month period and only after at least thirty (30) days written notice to the employee.

## SECTION 2. - PAY PERIOD

All employees shall be paid biweekly. Biweekly pays will be for the two-week period ending at the end of the regularly scheduled shift for each class of employee on the previous Monday morning, and payday shall be on or before the Tuesday of the following week, with deposit notices available at 2:00 p.m. on payday.

## SECTION 3. - DIRECT DEPOSIT OF PAY

All employees shall have their net pay directly deposited into their personal account at a financial institution of their choice. Direct deposit of pay is based upon the written authorization and instructions of the employee. The City will endeavor to provide direct deposit with local financial institutions but shall not be required to furnish direct deposit with any particular financial institution if the City determines that it is impracticable to do so. The City shall have no responsibility for any errors or omissions made by the employee's financial institution with regard to the direct deposit of the employee's paycheck or the employee's personal account.

## SECTION 4. - OVERTIME

- A. Overtime is defined as all work performed in excess of the work period maximums stated in Section 1 of this Article. Paid leave shall count as work performed for purposes of this section. The rate of one and one-half (1-1/2) times the regular rate of pay shall be paid for overtime hours.
- B. When in the opinion of the Fire Chief overtime by members of the bargaining unit is required, overtime may be offered to employees who, on the roster, have the fewest aggregate overtime hours worked and refused among those who are qualified and normally perform the work that is being assigned for overtime. Aggregate overtime hours worked and refused among employees shall be calculated in one (1) year increments beginning January 1 of each year. Aggregate overtime hours worked and refused for a new employee hired after January 1 of each year will equal the average of all other employees covered by this contract on the new employee's start date. Work that may constitute overtime for members of this bargaining unit may be performed by part-time or other personnel at the discretion of the Fire Chief or his/her designee, except that employee assignments to overtime for scheduled special events and weather emergencies will be in accordance with procedures established between the Union and the Fire Chief.
- C. Where there are errors in the distribution of overtime opportunities, the Employer will be given one opportunity to correct the error by granting to any employee whose rights were violated the next opportunity for overtime under the procedure stated above.

- D. If an employee cannot be contacted, he/she shall be charged with the overtime hours offered and the attempt to contact shall be recorded. No employee will be considered for overtime of a non-emergency nature who is on approved leave.
- E. In the event mandatory overtime becomes necessary, it shall first be given to the least senior employee with the necessary qualifications to perform the work required except as modified by the following specific provisions:
  - 1. Bike Medic Overtime
    - a. When manning of a Bike Medic detail is required, overtime may be offered to qualified Bike Medics who have the fewest aggregate Bike Medic overtime hours worked and refused. Aggregate overtime hours worked and refused among bike medics shall be calculated in one year increments beginning January 1 of each year. Aggregate overtime hours worked and refused for a new Bike Medic assigned after January 1 will equal the average hours of all Bike Medics for that particular year.
    - b. Where there are errors in the distribution of overtime opportunities, the Employer will be given one opportunity to correct the error by granting to any Bike Medic whose rights were violated the next opportunity for Bike Medic overtime under the procedure stated above.
    - c. If an employee cannot be contacted, he/she shall be charged with the overtime hours offered and the attempt to contact shall be recorded. No employee will be considered for the overtime of a non-emergency nature that is on approved leave.
    - d. In the event mandatory overtime becomes necessary, it shall first be given to the least senior Bike Medic. This Bike medic will be marked as having worked a mandatory Bike Medic detail and any subsequent mandatory Bike Medic overtime will be given the next least senior Bike Medic and this Bike Medic will be marked as having worked a mandatory Bike Medic Detail. This process will repeat until the most senior Bike Medic has been mandated for overtime and then the mandate will go back to the least senior Bike Medic. This process will reset on January 1 of each year.
  - 2. ASHI Instructor Overtime
    - a. When a need for a CPR or ACLS class is required, overtime may be offered to qualified instructors who have the fewest aggregate "CPR Overtime" hours worked and refused. Aggregate overtime hours worked and refused among instructors shall be calculated in one year increments beginning January 1 of each year. Aggregate overtime hours worked and refused for a CPR or ACLS class after January 1 will equal the average hours of all instructors for that particular year.
    - b. Where there are errors in the distribution of overtime opportunities, the Employer will be given one opportunity to correct the error by granting to any instructor whose rights were violated the next opportunity for CPR/ACLS class overtime under the procedure stated above.
    - c. If an employee cannot be contacted, he/she shall be charged with the overtime hours offered and the attempt to contact shall be recorded. No employee will be considered for the overtime of a non-emergency nature that is on approved leave.
    - d. In the event mandatory overtime becomes necessary, it shall first be given to the least senior qualified instructor. This instructor will be marked as having taught a mandatory CPR or ACLS class and any subsequent mandatory CPR or ACLS class with overtime will be given to the next least qualified senior instructor and this instructor will be marked as having worked a mandatory CPR Detail. This process will repeat until the most senior instructor has been mandated for overtime and then the mandate will go back to the least senior instructor. This process will reset on January 1 of each year.

### 3. Car Seat Overtime

- a. Prior to January of each year, car seat technicians will be assigned specific Saturdays to install car seats throughout the year based on seniority and unit days. If the technician is unable to work their assigned Saturday, they will need to initiate a trade or simply give the shift away to another technician. All trades or shift giveaways should be properly documented and the appropriate supervisor made aware of the change.
  - b. Each technician is required to contact the Administrative office the Thursday before their assigned shift to see if any car seat installations have been scheduled. If two or more appointments have been scheduled, the technician must come in and perform the installations. If fewer than two appointments have been made, the Shift Supervisor will either assign an on-duty technician to complete the installation or reschedule the appointment to a later date.
  - c. In the event mandatory overtime becomes necessary, it shall first be given to the least senior qualified car seat technician. This car seat technician will be marked as having completed a mandatory car seat installation detail and any subsequent mandatory car seat installation detail will be given to the next qualified least senior car seat technician and this technician will be marked as having worked a mandatory car seat installation detail. This process will repeat until the most senior car seat technician has been mandated for overtime and then the mandate will go back to the least senior car seat technician. This process will reset on January 1 of each year.
- F. The Employer agrees to pay for any overtime training, details, or work assignments involving the following a minimum of three and one-half (3.5) hours pay at the overtime rate: Butler County Technical Rescue (BCTR), Hazardous Materials (Haz-Mat) Technician, Bike Medic, BCSO Water Rescue or Car Seat Technician. Overtime for Honor Guard, CPR/AED Instructor, Hamilton/Fairfield SWAT Medic or Assistant Fire Instructor training, details, or work assignments will be compensated on an hour-for-hour basis. The overtime rate of pay will apply to all overtime for training required to keep active status on such team or any scheduled work assignments or details involving any of these certifications. Overtime work assignments and details shall follow the procedure set forth in paragraph B of this section. Mandatory overtime will be filled per paragraph E of this section. The parties agree that Honor Guard assignments or details may be performed on a volunteer, non-paid basis so long as the assignment or detail is not ordered by the Employer.
- G. All new Firefighter/Paramedics and those Firefighter/Paramedics that previously signed offer-of-employment letters requiring that they obtain and maintain Car Seat Technician, Bike Medic and CPR/AED instructor must hold these certifications for ten (10) years from their date of hire. Participation in these programs after ten (10) years would be considered voluntary. Employees no longer wanting to participate in these specific programs after ten (10) years would need to give the Fire Chief six (6) months advance written notice of their request to drop their certification and/or participation in the activity. The right to drop a certification is dependent upon the availability of other certified personnel. The Fire Chief and the Union, through Labor Management Committee meetings, will mutually determine the size and scope of, as well as the need for, each program. Employees voluntarily participating in the programs listed in paragraph F, whose training will be or has been paid for through the Employer, will be required to sign an agreement to maintain the appropriate certification for a minimum period of time as determined by the Fire Chief, not to exceed three (3) years. An employee voluntarily participating in any of these programs must give the Fire Chief notice of intent to drop a certification a minimum of six (6) months prior to the date the certification expires. The right to drop a certification is dependent upon the availability of other certified personnel. The Fire Chief and the Union, through Labor Management Committee meetings, will mutually determine the size and scope of, as well as the need for, each program.

### SECTION 5. - PYRAMIDING OF PREMIUM AND/OR OVERTIME PAY

The allowance of overtime or premium payment on any hour for which an employee receives overtime or premium compensation eliminates that hour from consideration for overtime or premium payment on any other basis. If the time worked falls under two or more overtime and/or premium pay classifications, the higher rate shall prevail.

## SECTION 6. - DEPARTMENT RELATED ACTIVITIES/EMERGENCY CALL-IN/RECALL PAY

- A. During a fire or other emergency within the recall guidelines as established by the Fire Chief, the Shift Supervisor, Fire Chief or his designee may issue a "recall" page for all available personnel. During a recall situation, the procedure for offering overtime to the individuals with the fewest overtime hours worked and refused does not apply. Overtime hours worked on recalls do not count as overtime hours worked or refused under the procedure for offering overtime to employees covered by this bargaining unit.
- B. Off-duty employees covered by this contract who report to a scheduled training or department related activity will receive overtime pay at the rate of one-and-one-half (1 1/2) of their normal hourly rate. All off-duty full-time personnel shall also receive one-half hour travel time for responding to the training or department related activity.
- C. Off-duty employees covered by this contract will receive a minimum of one and one-half (1 1/2) hours of overtime when responding to a meeting or department related activity. If the meeting or training last less than one hour, full-time personnel will be released from the training or department related activity and will still receive the minimum one (1) hour of overtime pay plus one-half (1/2) hour overtime pay for travel.
- D. Off-duty employees covered by this contract will receive a minimum of three (3) hours call-in pay when responding for a recall emergency or court appearance. If an emergency or court appearance lasts less than three (3) hours, off-duty full-time personnel will be released from duty/court upon completion of all details, but will still receive the minimum of three (3) hours overtime pay and one-half (1/2) hour of overtime pay for travel.
- E. In the event employees covered by this contract respond on a recall emergency that goes past three (3) hours prior to the start of their next scheduled shift, they will be permitted to stay at the firehouse and work while still receiving overtime compensation until the start of their next scheduled shift. In the event of this occurrence, the employee shall not be entitled to compensation for a half- hour travel time.

## SECTION 7. - SHIFT TRADES

- A. Employees with equivalent skills and certifications may, with twelve (12) hours prior notice to the Fire Chief or his/her designee, trade working hours or days off within six (6) month period; but, in the event of such trade, the hours worked shall be excluded in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation. Where one employee substitutes for another, each employee will be credited as if he or she worked his or her normal work schedule for that shift. Each trade shall be in increments of one (1) hour. Each employee may only participate in eight (8) shift trades of more than twelve (12) hours duration per calendar year. Each trade of one full shift or more than twelve (12) hours shall count as one trade. Shift trades of twelve (12) hours duration or less are not limited. Shift trades may be denied if the Fire Chief or his/her designee determines that training schedules or other departmental functions will be disrupted by a proposed shift trade. Except as hereinafter provided, if an employee fails to report for an agreed trade assignment, the employee will be ineligible to participate in any trade for a period of three (3) months following the date of the missed assignment.
- B. An employee who agrees to work a shift trade will be obligated to report at the agreed upon time and work the trade period on the same basis as his or her normal shift assignments. When a trade involves less than a full shift, the employee working will remain on duty until relieved by the other party to the trade or until the end of the regularly scheduled shift, whichever occurs first.
- C. If a firefighter/paramedic or officer is ill or injured and cannot report to work for an approved trade or must leave early while on a trade, he/she will owe the Fire Department the amount of time that he/she was off during the trade, subject to the following:



1. Anyone leaving during a shift must obtain approval from the Fire Chief or his designee.
  2. Sick leave or other accrued vacation or personal time will not be accepted for a traded workday as time repayment.
  3. The firefighter/paramedic or officer will be placed on a special overtime sheet to be the first called back to replace another individual to pay back this time prior to calling in the next person on the overtime eligibility list, subject to the limitations of Article V, Section 1, Paragraph E.
  4. The firefighter/paramedic or officer upon defaulting on a trade will pay back the Fire Department the amount of time.
  5. Compliance with repaying the time owed to the Fire Department shall be considered mandatory for the employee, except when the employee is on approved leave or when reporting to work is not possible in the opinion of the Fire Chief or his designee. In all other cases, if the individual refuses to work the time, the amount of hours will be deducted from the employee's pay.
  6. At the discretion of the Fire Chief or his designee, an employee who owes the Department at least twelve (12) hours for an unfulfilled trade may be required to repay those hours in twelve (12) hour increments.
- D. The parties agree that the shift trades under this procedure comply with the requirements of 29 C.F.R. 553.31 and 29 U.S.C. 207 (p) (3).
- E. Other trades proposed to accommodate extended illnesses or injuries as defined in Article XIV, Section 11, may be discussed in the Labor Management Committee; denial of such other trades shall not be subject to the grievance procedure.

#### SECTION 8. - REPORTING OFF DUTY

Any employee unable to report for duty for any reason where the employee intends to use sick leave must notify the Shift Supervisor directly at least one (1) hour prior to the time he/she is scheduled for duty.

#### SECTION 9. - TRAVEL TIME REIMBURSEMENT

Employees traveling to City-owned facilities for work-related activities on their regularly scheduled off-day will be compensated with one-half hour of overtime pay. Travel to and from non-City facilities for training, etc., will continue to fall under Article XVI, Section 2, Educational Assistance.

#### SECTION 10. - TEMPORARY WORK ASSIGNMENT

If the employee and the Fire Chief agree that an employee is injured and/or ill and is unable to perform his or her full regular duties, that employee and the Fire Chief may mutually agree to a temporary work assignment for the employee which would enable the employee to work without being responsible for fulfillment of all his or her regular duties as the Fire Chief and employee agree in writing. The employee must perform the temporary work assignment as agreed. The employee or the Fire Chief may revoke the mutual agreement at any time with forty-eight (48) hours written notice to the other party. Employees on temporary work assignment will generally be assigned to a weekly five (5) days on, two (2) days off, eight (8) work hours per day schedule as mutually agreed. The employee would not suffer any loss of his or her regular pay or benefits during the period of the temporary work assignment, except that the employee shall not be entitled to payment for any potential overtime opportunity lost as a result of not being assigned to his or her regular duties. The denial or revocation of a temporary work assignment to an employee by the Fire Chief is final and shall not be subject to the grievance or arbitration provisions of this agreement. However, the denial or revocation of a temporary work assignment does not imply that either the employee or the Fire Chief agree that the employee is or is not able to perform his or her regular duties. This temporary work assignment language shall have no effect on use of leave, absence from work or job performance by the employee except as his or her duties are modified in a temporary work assignment.

## SECTION 11. - SHIFT REASSIGNMENT

In the event an employee is reassigned to a different unit day assignment, a reverse 24-hour shift shall be used to switch between the shifts. If the employee is moving forward (e.g., from U-1 to U-2), the employee shall work the last twelve (12) hours of his/her original shift and the first twelve (12) hours of the newly assigned shift. If the employee is moving backward (e.g., from U-3 to U-1), the employee shall work the last twelve (12) hours of the newly assigned shift and the first twelve (12) hours of his/her original shift. Shift reassignments shall/may occur due to promotion, trade, vacancy or by management right and shall be made in accordance with Article V, Section 1, paragraph G of this contract.

## SECTION 12. - ALTERNATIVE WORK SCHEDULE

Due to training requirements, an alternative schedule will be needed at times. The following will apply when an alternative schedule is needed. An "out of town" class is defined as a class for which the City authorizes lodging.

### A. In-town Classes:

- |                     |   |
|---------------------|---|
| One (1) Day Class   | Employee will be paid overtime if not working his/her assigned shift.   |
| Two (2) Day Class   | City will pay overtime or provide time off at City's option.  |
| Three (3) Day Class | Employee will be excused from working his/her assigned shift that falls during the three (3) day class.   |
| Four (4) Day Class  | (Class does not begin on employee's assigned unit day) Employee will not work his/her assigned unit day that falls within the class period and the City will pay overtime or additional time off for the fourth class day.                      |
| Four (4) Day Class  | (Class begins on employee's assigned unit day) Employee will not work his/her first assigned shift that falls within the class period and will be expected to return to work following class on the fourth day to finish working his/her shift. |
| Five (5) Day Class  | Employee will be excused from working two (2) shifts during the time the class is scheduled.  |

### B. Out-of-town Classes:

- |                     |   |
|---------------------|---|
| One (1) Day Class   | Employee will be paid overtime if not working his/her assigned shift.   |
| Two (2) Day Class   | City will pay overtime or provide time off at City's option.  |
| Three (3) Day Class | Employee will be excused from working his/her assigned shift that falls during the three (3) day class.   |
| Four (4) Day Class  | (Class does not begin on the employee's assigned unit day) Employee will not work his/her assigned unit day that falls within the class period and the City will pay overtime or additional time off for the fourth class day.  |
| Four (4) Day Class  | (Class begins on employee's assigned unit day) Employee will not work his/her first assigned shift that falls within the class period and will be expected to return to work following class on the fourth day to finish working his/her shift. An employee will not be required to return to work on the fourth day if the employee will arrive in town late or extensive travel time is required during the fourth day. |
| Five (5) Day Class  | Employee will be excused from working two (2) shifts during the time the class is scheduled. Due to travel time, the employee will be excused   |

from the last half of their shift if travel time is required or the class is scheduled to start the next morning following the employee's assigned unit day. An employee will also be excused from the first half of his/her assigned shift following the class if the employee arrives back in the Cincinnati area after 6:00 p.m. the night prior to his/her assigned unit day.

## ARTICLE VI

### WAGES AND PERFORMANCE EVALUATIONS

#### SECTION 1. - WAGE RATES AND WAGE RANGES

- A. The wage rates which shall be effective April 1, 2017 to March 31, 2018 are set forth in attached Appendix A.
- B. A new firefighter-paramedic may be hired at a pay service step commensurate with his/her skills, knowledge, abilities, and years of equivalent service. The service step rate shall be offered to the candidate with the offer of employment.
- C. Both parties agree to a reopener for wages in January 2018 for the purposes of determining wages for years two and three of the agreement and for determining healthcare for the rest of the contract term. Three year contract on all other terms of the bargaining agreement.

#### SECTION 2. - PERFORMANCE EVALUATION

All firefighter-paramedics shall be entitled to an annual performance evaluation. Performance evaluations shall take the form and be made in such a manner as prescribed by the City.

#### SECTION 3. - STATION SUPERVISOR

When the Fire Chief appoints a non-rank employee covered by this contract to serve as a station supervisor, an additional one dollar (\$1.00) per hour shall be added to the employee's base rate of pay for the duration of the appointment. The Fire Chief will appoint a non-rank employee covered by this Agreement in the absence of an officer to provide supervision necessary to oversee the operations of a district fire station. Appointments to the position of station supervisor shall be at the discretion of the Fire Chief or his/her designee.

Parties agree that a Station Supervisor will be appointed at each of the three district fire stations in the absence of an officer and shall be compensated as provided above. Parties further agree the responsibilities of this position shall be defined by Fire Chief as deemed necessary to support the day to day operations of the station.

#### SECTION 4. - ACTING CAPTAIN

When the Fire Chief appoints a Lieutenant or a non-rank employee covered by this contract to serve as an Acting Captain, an additional two dollars (\$2.00) per hour shall be added to the employee's base rate of pay for the duration of the appointment. Appointments to the position of Acting Captain shall be at the discretion of the Fire Chief or his/her designee.

#### SECTION 5. - MERIT BONUS

In addition to the rates of pay specified above, Captains and Lieutenants covered by this contract shall be eligible for a bonus payment on or about March 31, 2018, March 31, 2019, and March 31, 2020, on the basis of an overall score of at least 4.0 (of a 5.0 scale) on a goals-oriented performance evaluation for the prior twelve month period; such evaluation scores shall be subject to the approval of the Fire Chief. A decision by the Fire Chief relative to the evaluation scores on such evaluations shall not be subject to the grievance procedure. The amount of the bonus will be based upon the number of hours worked during the twelve month period and will be equal to the additional pay the employee would have received had the base hourly rate of pay for the entire period been increased of fifty (50) cents per hour.

## ARTICLE VII

### HOLIDAYS AND HOLIDAY/PERSONAL LEAVE

#### SECTION 1. - HOLIDAYS

- A. The following will be the only holidays under this contract. All holidays will be twenty-four (24) hours in length.
- New Year's Day
  - Easter Day
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day
  - Christmas Eve
  - Christmas Day
  - New Year's Eve
- B. Employees scheduled to work on a designated holiday or any other special day the City closes its offices, other than days to honor agreements with other bargaining units, will be paid at one and one-half (1 ½ ) times the regular hourly rate. An employee who is scheduled off for a holiday but is called in to work shall be paid two (2) times their normal hourly rate for all hours worked on the holiday. If the City closes its offices for unforeseen circumstances, all employees not working will be compensated proportionately with ten and eight-tenths (10.8) hours of straight time pay.
- C. For all holiday pay under this contract, a holiday begins at the employee's normal starting time for a regularly scheduled workday and ends twenty-four (24) hours later.
- D. In the event that an employee's tenth work shift in a twenty-eight day work period (see Article V, Section 1, Paragraph 8) is scheduled on one of the nine holidays named above, the employee shall be allowed to designate another of the employee's work shifts within the same pay period as the employee's tenth work shift for said pay period and will be eligible for pay at one and one-half (1- 1/2) times the employee's normal hourly rate of pay for hours worked both on said designated tenth shift and on the named holiday.

#### SECTION 2. - HOLIDAY/PERSONAL LEAVE

The City will grant employees one hundred seventy three (173) hours of holiday/personal leave time off per calendar year at straight time which the employee may take off work in lieu of having scheduled holidays and personal days. Said holiday/personal leave time off may only be taken with prior approval of the Fire Chief or his/her designee and provided twenty-four (24) hours advance notice of the request has been given to the Fire Chief or his/her designee. Holiday/personal leave time off may be granted with less than twenty-four (24) hours notice at the discretion of the Fire Chief or his/her designee. Such holiday/personal leave time off for new employees will be earned on the basis of fourteen (14) hours holiday/personal leave time off for each complete calendar month worked during the remainder of the first calendar year of employment. All other employees will be credited with one hundred seventy three (173) hours holiday/personal leave time off on January 1 of each year. Holiday/personal leave time off may be accumulated by an employee up to three hundred forty six (346) hours and may be used in conjunction with an employee's vacation with the approval of the Fire Chief or his/her designee. Holiday/personal leave time off accumulated in excess of three hundred forty six (346) hours shall be lost. Holiday/personal leave time off shall be taken in a minimum of one (1) hour increments. Unused accumulated holiday/personal leave time shall not be paid upon separation from employment.

Once each calendar year an employee may sell back up to 130 hours (i.e., the holiday portion) of accrued holiday/personal leave at the employee's current hourly rate of pay. Said compensation will be paid with the normal payroll but, if the compensation is for forty (40) or more hours, it shall be issued as a separate payment for said pay period.

## ARTICLE VIII

### VACATION

#### SECTION 1. - VACATION EARNED

- A. Each employee, after service of one year with the City not including prior employment with the State of Ohio or any other political subdivision of the State of Ohio, shall have earned and will be due upon the completion of said first year of employment with the City, and annually thereafter, one hundred eight (108) hours of vacation leave with full pay. One year of service shall be computed on the basis of twenty-six biweekly pay periods. "Annually thereafter" as set forth above shall be interpreted in such a way as to allow employees to take their vacation any time between January 1 and December 31, regardless of when that employee's anniversary date falls, after one completed year of service with the City.
1. An employee with seven (7) or more years of service with the City shall have earned and is entitled to one hundred sixty two (162) hours of vacation leave with full pay.
  2. An employee with fourteen (14) or more years of service with the City shall have earned and is entitled to two hundred sixteen (216) hours of vacation leave with full pay.
  3. An employee with twenty-four (24) years of service with the City shall have earned and is entitled to two hundred seventy (270) hours of vacation leave with full pay.
  4. Each additional five (5) year period of service with the City after twenty-four (24) years will add fifty-four (54) hours to the employee's annual vacation leave.
- B. After one year of service with the City as set forth in subsection A. hereof, annual vacation leave shall be credited to each employee on January 1 of each year. If during the calendar year, an employee attains enough years of service to entitle him/her to an additional fifty-four (54) hours of vacation, such additional vacation leave shall be credited to the employee on his/her employment anniversary date.
- C. An employee who was previously employed by the State of Ohio or any political subdivision of the State of Ohio, earning vacation credits currently, is entitled to have his/her prior full-time service with any of these employers counted as service with the City, for the purpose of computing the amount of his/her vacation leave, except that such prior service with the State of Ohio or any political subdivision of the State of Ohio may not be counted toward the completion of the first year of employment with the City which is a requirement for an employee to be eligible for vacation leave as set forth in subsections A. through D. hereof.

#### SECTION 2. - VACATION ACCUMULATION CONVERSION OF SICK LEAVE SCHEDULING

- A. Vacation time earned cannot be accumulated in excess of the accrual for the past three (3) years as of December 31 each year. Vacation time accumulated in excess of the accrual for three (3) years will be lost before additional vacation accrues on January 1 each year.
- B. Unused sick leave of up to 48 hours may be converted to vacation leave on the basis of one-to-one (1:1).
- C. Selection of vacation shall be by seniority subject to staffing needs as determined by the Fire Chief. There shall be a schedule posted by the 15th of January of each year so an employee may make his/her selection between January 15 and March 15 of each year; however, after March 15, vacations can then only be changed with approval of Fire Chief and on "open dates". If the employee decides to split his/her vacation, he/she may do so, but only after everyone has had a chance to pick a first choice date for his or her vacation. The second choices, third choices, etc., will also be by seniority. A choice of vacation for purposes of first choice, second choice, etc., shall be defined as a period of consecutive scheduled work days selected as a vacation period.

Employees who do not wish to post vacation may only take vacation on open dates with the approval of the Fire Chief. Vacations scheduled during the vacation selection period of January 15 to March 15 of each year may not exceed the amount of vacation the employee will have available during that calendar year.

- D. After the vacation dates are selected, a vacation request form must be submitted to the Fire Chief not more than thirty (30) or less than fifteen (15) days prior to the scheduled starting date. Vacations may be canceled anytime up to the vacation date and rescheduled on open dates. Emergency situations will be handled without regard to the above procedure by the employee and his/her supervisor.
- E. Vacations of twenty four (24) hours or less duration may be scheduled without regard to the above with approval of Fire Chief.
- F. Vacation leave shall be taken in a minimum of one (1) hour increments.

### SECTION 3. - PAYMENT FOR UNUSED VACATION UPON RETIREMENT

An employee who retires or otherwise separates from the employment of the City for any reason shall be paid for his/her accumulated unused vacation leave up to a maximum of the employee's vacation accrual for the past three (3) years. In the event of the death of an employee, such unused vacation leave shall be paid to the estate of the employee.

ARTICLE IX

SENIORITY AND PROBATIONARY PERIOD

SECTION 1. - DEFINITIONS

- A. Seniority shall be defined as the uninterrupted length of continuous fulltime service with the City of Fairfield.
- B. City service or length of service shall be defined as a period of time, measured in years, months, and days that an employee has accumulated as a fulltime employee in the service of the City.
- C. It is agreed that a probationary employee, or a provisionary or a temporary fulltime employee, shall have his/her job classification seniority and his/her City service dated from his/her date of hire, provided he/she receives a permanent appointment without a break in service.
- D. All employees shall serve a probationary period of one (1) year and can be removed from the service during this period subject to provisions of the Ohio Revised Code. Employees hired after April 1, 2002, who do not have "Paramedic" and/or "240-hour professional/1 C Level II fire" certifications shall serve a probationary period that extends six (6) months after "Paramedic" and/or "240-hour professional/1C Level II fire" certifications are obtained or one (1) year from the employee's start date, whichever is longer.



ARTICLE X

LAY-OFF AND RECALL

SECTION 1.

All lay-off and recall procedures utilized by the Employer will be consistent with the rules and regulations of the Fairfield Civil Service Commission, applicable Sections of the Ohio Revised Code, and the Fairfield City Charter.

## ARTICLE XI

### PARAMEDIC CERTIFICATION

All employees who are certified paramedics on the effective date of this Agreement shall maintain paramedic certification during the course of their employment. In the event an employee is having difficulty getting their paperwork processed at the state level, it is the employee's responsibility to request a three (3) month certification extension until the problem can be resolved. If, after all pending applicable administrative appeals and extensions are exhausted, the paramedic loses certification, this shall be considered just cause for termination.

Employees who do not have paramedic certification on the effective date of this Agreement are required to acquire and maintain such certification through an approved institution. Fire Captains appointed prior to December 18, 2000, shall be exempt from the requirement to obtain paramedic certification.

All employees hired after the effective date of this Agreement who do not already have paramedic certification must acquire and maintain paramedic certification through an approved institution. Any new employee must acquire paramedic certification during the first three (3) years of employment. Failure to obtain and thereafter maintain such certification shall be just cause for termination.

Employees assigned by the Fire Chief or his/her designee to training to obtain paramedic certification or for the maintenance of current EMT or paramedic certification during the employees' working hours will be released from duty without loss of pay. Employees so assigned during the employees' off time will be paid at one and one-half (1-1/2) times employee's normal hourly rate as set out in the appendices herein for all time worked.

Recognizing that the City incurs a considerable investment and expense in providing paramedic training to members of the bargaining unit, it is agreed that those individuals who receive paramedic training provided at the expense of the City after their appointment shall be required to reimburse the City for the costs of such training if they do not complete the period of service in accordance with the agreement attached hereto as Appendix C and incorporated herein by reference. This agreement will generally be executed as a condition of appointment of new employees. However, existing employees to whom the agreement has application will also be required to execute and abide by the agreement.

## ARTICLE XII

### CLASS I DRIVER STATUS

All employees who are certified as Class I Drivers on the effective date of this Agreement shall maintain such certification during the course of their employment.

All employees covered by this Agreement must acquire Class I Driver certification within their probationary period and maintain such certification during the course of their employment.

Any employee who cannot successfully pass any portion of the initial driver's qualification training or yearly proficiency review will be given one opportunity to retrain and retest on that portion of the training or proficiency. The employee has the obligation to contact a representative of the Fire Department's Training Division for help with retraining. The employee must retest within thirty (30) days of the initial test or review. If the employee cannot pass on the second try, the employee will be subject to disciplinary action up to and including termination.

For the purpose of clarification, a Class I Driver shall not include the operation of combination vehicles such as the towing of the air boat, safety house, or emergency response trailer. However, employees covered by this Agreement shall be required to participate in the training and orientation for these vehicles as defined by the Fire Department's Division of Training. If after extensive training it is determined the employee cannot safely operate a combination vehicle, that employee will not be subject to disciplinary action as specified in the preceding paragraph. It is further understood that employees approved to operate a combination vehicle will be required to maintain that level of certification during the course of their employment.

## ARTICLE XIII

### FITNESS

It is hereby recognized that the IAFF/IAFC Labor Management Wellness and Fitness Initiative will be recognized as the standard for the improvement of the quality of life for all uniformed employees covered under this agreement. It is understood that this program is not punitive in nature; however, participation shall be considered mandatory for all employees covered under this agreement. The City agrees to maintain the current level resources to support the wellness and fitness program as well as to provide an annual physical examination for all career uniformed employees in accordance with this standard. The City agrees to provide sufficient opportunities for employees to participate in this program during normal working hours; however, it is understood that each employee shall be required to participate in a physical fitness program for a minimum of sixty (60) minutes during each shift as outlined in this program, except as waived by the Fire Chief. Local 4010 hereby agrees to work cooperatively with the Fire Chief to address any problems or concerns identified during the annual physical for the purpose of initiating non-punitive corrective action and to work towards improving the physical condition of the employee.

Employees covered under this agreement will be assigned a specific time by the Shift Supervisor to complete the required exercise program. During this time every effort will be made to reassign the employee from a medic unit to a position where they are less likely to be interrupted during the work out period. Nothing in the agreement shall be construed as to prohibit multiple employees from working out as a group. Exercise time may be scheduled by the Shift Supervisor between the hours of 08:00 hours to 20:00 hours each day.

In accordance with department policy (4.42.6), if deemed necessary by the Fire Chief, employees covered under this agreement may be referred for medical evaluation following illness or injuries, or if by observation, a noticeable physical deficiency exists and/or a suspected medical problem is noted.

All issues not specifically mentioned regarding this Article that were brought up in negotiations during January 2017 will be discussed in future Labor-Management Committee (LMC) meetings. Both parties agree any Fitness/Wellness Program should be professionally managed. Professionally managed is not intended to mean by an outside agency, entity, group, etc.; however, it may involve the advice/services of professionals trained in areas related to health, fitness and/or wellness that may or may not be City of Fairfield employees.

## ARTICLE XIV

### LEAVES AND LEAVES OF ABSENCE

#### SECTION 1. - LEAVES OF ABSENCE

Leaves of absence without pay may be granted in accordance with the Civil Service Commission Rules and Regulations.

#### SECTION 2. - REINSTATEMENT

An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the same rate of pay received immediately prior to the date of such illness or injury, plus any contractual increases, upon approval of his/her application to return to work.

#### SECTION 3. - FUNERAL LEAVE

- A. An employee will be granted funeral leave totaling twenty four (24) scheduled working hours without using sick leave, for such time as may be reasonably needed for the purpose of attending the funeral of a member of his/her immediate family. An employee will be paid his/her normal straight time hourly rate for any such funeral leave.
- B. To be eligible for payment, an employee must produce some evidence of said death in the form of a public notice or its equivalent. For the purposes of this section "Immediate Family" shall be construed to mean husband, wife, child, mother, father, brother, sister, stepchild, stepmother, stepfather, grandmother, grandfather, grandchild, great-grandmother, great-grandfather, mother or father of wife or husband, foster parents, son-in-law, daughter-in-law, grandmother or grandfather of wife or husband, brother-in-law or sister-in-law, or legal guardian.

#### SECTION 4. - MILITARY LEAVE

Permanent public employees of the City of Fairfield who are performing military duty shall receive pay in accordance with Ohio Revised Code Section 5923.05, but shall not receive payments in excess of those required by Ohio Revised Code Section 5923.05. "Permanent public employee" and "military duty" as used in this section are as defined in Ohio Revised Code Section 5903.01.

#### SECTION 5. - WITNESS OR JURY DUTY

Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear as a witness or defendant before any court as a result of their normal duties as an employee of the City of Fairfield. Any other court appearances not directly related to employment with the City of Fairfield will not be paid. An employee will also receive full pay for regularly scheduled hours on any day when the employee is required to sit for jury duty by the United States or Ohio courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed outside scheduled working hours for such employee.

#### SECTION 6. - SICK LEAVE PROVISIONS

- A. One hundred thirty (130) hours of sick leave shall be granted to each employee on January 1 of each year. There will be a maximum accumulation of thirteen hundred (1,300) hours of sick leave. Accumulated sick leave in excess of thirteen hundred (1,300) hours shall be paid by the City on a one-for-one basis prior to February 1 of any year. Sick leave may be used upon approval of the appropriate administrative officer of the City for any of the causes set forth below:
  - 1. Absence due to personal illness.

2. Absence due to personal injury.
3. Exposure to contagious disease which could be communicated to other employees.
4. Serious illness or injury or death in the employee's immediate family which for this section shall include: husband, wife, father, mother, sister, brother, son, daughter, in-laws, foster parents, and step parents.
5. Pregnancy of the employee.

B. Sick leave shall be taken in a minimum of one (1) hour increments.

#### SECTION 7. - PAYMENT FOR ACCRUED BUT UNUSED SICK LEAVE UPON RETIREMENT

A. Retirement means disability or service retirement from the City of Fairfield, Ohio, under any State or Municipal retirement system applicable to the City of Fairfield, from which the employee will begin drawing benefits immediately. Payment for accumulated unused sick leave of employees in the bargaining unit who retire shall be made as follows:

1. An employee who retires from the City with ten (10) or more full years of service with the State of Ohio and political subdivisions of the State of Ohio, or any combination thereof, shall be paid in cash for one-fourth (1/4) the value of his/her accrued but unused sick leave credit. Payment under this section shall not exceed the value of three hundred twenty five (325) hours of accrued but unused sick leave.
2. An employee who retires from the City with ten (10) or more full years of service with the City of Fairfield shall be paid in cash for the value of his/her accrued but unused sick leave.

B. Payments under the above sections shall be based upon the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. Upon the death of an employee entitled to a payment under this section, such payment shall be made to the employee's estate. Upon the death of a present employee of the City, the employee's estate shall be paid for the value of the accrued unused sick leave of the employee at the time of death, whether or not the employee would otherwise have been entitled to payment under this section.

C. A one hundred thirty (130) hour sick leave bank will be established for all new employees that will be available for their use in order to be paid if they have not accumulated sufficient sick leave and are off work. This bank is for the first year of employment only, and must be repaid in future years from sick leave accumulated.

#### SECTION 8. - RECUPERATIVE LEAVE

A. The City of Fairfield will grant to the employees of the Fire Department up to a total of one (1) calendar year recuperative leave with full pay after use of forty eight (48) consecutive hours accumulated sick leave, if available, for any disabling injury or illness which may be from time to time incurred by such employees while on active duty and which is directly caused by conditions of employment as a firefighter and which occurred within the scope of employment with the City. The City may decide to waive the requirement to use sick leave, but a City decision not to waive the requirement to use sick leave shall not be subject to grievance under this contract. Aggravations or reoccurrences of an injury or illness shall not result in recuperative leave in addition to the one (1) calendar year provided in this section. Recuperative leave under this section shall not be used for periods of less than forty eight (48) consecutive hours for original injuries or illnesses or aggravations or reoccurrences thereof. In order to be eligible for such recuperative leave or a continuation thereof for an aggravation or reoccurrence of an injury or illness, it shall be necessary that the injured or ill employee obtain a statement from a licensed physician stating that such employee, because of such injury or illness, cannot perform the regular or ordinary duties of the employee and that in the opinion of the licensed physician, based upon reasonable medical probability, the injury or illness was caused by the event(s) which the employee contends qualify under the terms of this section. Said physician

shall also provide a statement of the anticipated duration of the disability. Upon request of the City, the employee shall submit to a physical examination by a licensed physician selected by the City for a second opinion on the employee's injury or illness and eligibility for recuperative leave and/or permanent disability. In the event of disagreement between the opinions of the physicians, the matter shall be submitted to a third physician, the selection of which shall be agreed upon by both the City and the employee, whose decision shall be final. The parties shall be permitted to submit additional evidence at the arbitration hearing.

- B. All employees on recuperative leave under this section shall also apply for workers' compensation medical benefits. Gross payments by the City under this section shall be reduced by the amount of any worker's compensation wage benefits or disability insurance benefits received by such employee which arises from full or partial contributions made by the City of Fairfield. The City shall continue to pay the employee's full salary until worker's compensation benefits are received by the employee. The payments by the City will be adjusted for any back award of worker's compensation benefits at the time such benefits are received by the employee. Any employee who is on recuperative leave under this section for at least thirty (30) consecutive calendar days shall have his/her sick leave time credited with the number of sick leave hours used as a result of such injury or illness before the commencement of recuperative leave. If the sick leave is re-credited, the date for commencement of recuperative leave shall be the date the re-credited sick leave was first used. If it is determined by the City's physician or the employee's physician, that the employee is permanently disabled so as to be unable to perform the regular or ordinary duties of an employee's position, then the employee shall promptly submit a proper application for disability retirement to the Police and Firemen's Disability and Pension Fund. The employee shall provide to the City copies of all correspondence and documentation provided to the Police and Firemen's Disability and Pension Fund. The employee shall also sign a release to enable the City to obtain information from the Police and Firemen's Disability and Pension Fund regarding the status of his/her retirement application and/or will assist the City in obtaining such information. The determination of disability retirement eligibility by the Police and Firemen's Disability and Pension Fund shall be binding upon the employee and the City. Any employee who is determined to be eligible for disability retirement shall retire immediately. If the employee applies for disability retirement under the Police and Firemen's Disability and Pension Fund, the recuperative leave shall continue until the employee has been on recuperative leave a total of one (1) calendar year, to include all recuperative leave prior to filing for disability retirement, or until the effective date of disability retirement, whichever occurs first. In no case shall any employee be continued on recuperative leave under this Section for more than one (1) calendar year total.
- C. Employees on recuperative leave under this section shall be entitled to their normal vacation, holiday/personal leave and sick leave accruals, unless they are on leave under this section for more than six (6) continuous calendar months, in which case the employee's vacation, holiday/personal leave, and sick leave shall be reduced in proportion to the total period for which he/she was on leave under this section. (Example: If an employee were on leave under this section for seven [7] continuous months, his annual vacation, holiday/personal leave and sick leave for the calendar year in which his leave under this section ended, would be reduced by seven-twelfths [7/12].) An employee who is on recuperative leave or has been injured and intends to apply for recuperative leave shall not be permitted to sell back holiday/personal time as provided in Article VII, Section 2 hereof. However, no employee will be required to repay any negative balance if his/her holiday/personal time is later reduced pursuant to this section. An employee on recuperative leave shall not be disqualified from the perfect attendance award under Article XV, Section 2 if the employee is otherwise qualified. If an employee retires without returning to active duty, no accrued holiday/personal leave will be paid. Employees on recuperative leave under this Section shall not engage in any employment or occupation in which the employee performs the functions of his/her position with the City of Fairfield during such recuperative leave.
- D. In cases where the employee can recover lost wages from a third party (other than from a disability insurer paid by the employee), the City of Fairfield shall be subrogated to those wages paid during recuperative leave, and the employee shall pay to the City of Fairfield such wages upon recovery from the third party.

## SECTION 9. - MATERNITY/ PATERNITY LEAVE

The City will provide up to twenty four (24) hours of paid maternity/paternity leave to an employee who personally, or whose spouse, gives birth of a child, or adopts a child age one (1) year or less. The leave may be taken within the two (2) week period following the birth of a child or day the newly adopted child arrives at the employee's home. The employee will be paid only for those scheduled days of work the employee is absent as a result of this leave. Employees will not be paid for days scheduled off which fall in the approved leave period described above.

## SECTION 10. - INDEPENDENT PHYSICAL OR MENTAL EXAMINATION

Whenever an employee presents a doctor's diagnosis in justification of any medical leave, a doctor's certification to return to work or a request for a reasonable accommodation due to the employee's physical or mental limitations, the City may require the employee to have a physical or mental examination by a physician or psychologist selected by the City. The results of the examination will be provided to the City and the City will pay the fee for the examination.

Where a medical question is at issue, the City Manager shall, upon receiving a written request for an appeal, obtain a medical opinion from an independent third party who shall be mutually agreed to by the employee's physician and the City Manager. The selection of a third party shall be made within fifteen (15) days of the appeal request unless an extension is agreed to by the parties. The third party shall render a medical opinion within thirty (30) days of the selection and the decision of the third party shall be binding. The City will pay the fee for the third examination.

## SECTION 11. - DONATED LEAVE TIME

All members of the bargaining unit shall be eligible for donated leave benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness or injury to the employee or a member of the employee's immediate family. For purposes of this section, immediate family is defined as: husband, wife, father, mother, sister, brother, son, daughter, in-laws, foster parents, and step parents.

- A. When it comes to the attention of the Fire Chief that an employee's sick leave balance has been or is about to be exhausted, he/she shall investigate:
  1. The character of the present ailment impacting the employee or family member;
  2. The prognosis from the physician treating the employee or family member.
- B. The Fire Chief shall execute a letter to the City Manager, setting forth:
  1. The details of his/her investigation;
  2. Any recommendation he/she may have concerning the employee's eligibility as a recipient of donated sick leave time.
- C. If the City Manager approves a recommendation for an employee to be the recipient of donated sick leave time, a member of the bargaining unit wishing to voluntarily donate time for the benefit of such approved recipient shall submit a request to his/her supervisor listing the name of the beneficiary with the number of hours to be donated and the source of those hours (i.e., sick leave, vacation, or holiday/personal leave). An employee donating sick leave time will not be eligible for an attendance incentive award in the year of such a donation. A decision by the City Manager to deny a recommendation to allow donations shall not be subject to the grievance procedure.
- D. In no case will donated time be employed to extend an employee's period of sick leave beyond a recommended disability retirement date as established by the retirement board.



- E. An employee may be the recipient of no more than six hundred fifty (650) hours of donated leave in any calendar year. All donated time shall be non-refundable to the donor.
- F. Donated time shall be converted to its cash equivalency and paid to the recipient at his/her regular hourly rate. All donated time, regardless of its source, shall be credited to the recipient as sick leave.

## ARTICLE XV

### LONGEVITY AND ATTENDANCE INCENTIVE AWARD

#### SECTION 1. - ELIMINATION OF LONGEVITY PAY

The members of the bargaining unit acknowledge that additional pay increments and steps negotiated as a part of the contract dated April 1, 2008, through March 31, 2011 were accepted by the bargaining unit in lieu of the prior practice of paying longevity pay.

#### SECTION 2. - ATTENDANCE INCENTIVE AWARD

- A. Each permanent, full-time employee shall be eligible to be paid a one-time incentive award of \$225.00 if the employee achieves perfect work attendance during the attendance period as defined in paragraph D below.
- B. This benefit will be paid on or before January 15 of the year following the year of perfect attendance.
- C. Employees absent from work due to vacation, holiday leave, funeral leave, personal leave, attendance at seminars, training functions, or other duty-related absences from the normal work schedule shall not be considered absent from work for purposes of this benefit. Any leave without pay shall disqualify an employee from receiving this benefit or as directed by law.
- D. The period for measuring such attendance record shall commence on the first day of the first pay period paid in a calendar year and end on the last day of the last pay period paid in the same calendar year.
- E. Newly employed and separating employees shall be eligible for a prorated benefit based on one-twelfth (1/12) of the award, as merited by the employee's attendance for each completed service month. To receive credit for a service month, the employee shall have worked in that entire month.

## ARTICLE XVI

### PROMOTIONAL PROCEDURES

The provisions of Ohio R.C. Chapter 124 and any other section of the Ohio Revised Code notwithstanding, the following shall be the procedure for the appointment to the positions of Fire Captain and Fire Lieutenant.

#### SECTION 1. - PROMOTIONS TO CAPTAIN

- A. Whenever a Notice of Retirement or Resignation is given to the City by a Fire Captain in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an assessment center procedure which shall be open to those individuals who have completed three (3) years at the rank of fulltime Fire Lieutenant in the Fairfield Fire Department, who are certified at Fire Officer Level I in accordance with the provisions of NFPA 1021, and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. After such assessment center procedure has been completed, an eligibility list shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this section.
- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an assessment center for the full-time position of Fire Captain competitive (i.e., the number of vacancies plus one), then the examination shall be opened to those in the Firefighter-Paramedic classification with a minimum of six (6) years full-time service in the Fairfield Fire Department, until the examination is competitive, and if such lower full-time ranks are exhausted, the examination may be opened to the general public. The opening of the examination to lower full-time ranks and/or the general public shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character. In the event the Civil Service Commission opens the examination to those other than Fire Lieutenants and based upon a review of the qualifications of the applicants, the Commission may include a written test as a qualifier to participate in the assessment center procedure.
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of five (5) persons standing highest on the eligibility list for Fire Captain. Upon such certification, the City Manager may appoint any of the persons so certified. The Civil Service Commission may certify less than five (5) names from an eligibility list if the list contains less than five (5) names; however, in such a case the City Manager as the appointing authority may request that the Civil Service Commission take the necessary steps to prepare a new eligibility list.
- D. An employee promoted to the rank of Captain shall achieve certification at Fire Officer Level II in accordance with the requirements of NFPA 1021 as a condition for successfully completing the one-year probationary period for such promotion.

#### SECTION 2. - PROMOTIONS TO LIEUTENANT

- A. Whenever a Notice of Retirement or Resignation is given to the City by a Fire Lieutenant in the Fairfield Fire Department, the City Manager shall certify that fact to the Civil Service Commission, and, if no eligibility list for such position exists, the Civil Service Commission shall within one hundred twenty (120) days conduct an examination which shall be open to those individuals who have completed their probationary period, who hold a current paramedic certification, and who are within certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit, and moral character. The candidates shall be provided a list of books from which to study at least ninety (90) days before the examination. After the examination has been completed, an assessment center procedure adopted by the Civil Service Commission shall be administered to those with the top twelve (12) passing scores on a

written test. After such assessment center procedure has been completed, an eligibility list weighted 50% on the written test and 50% on the results of an assessment center procedure shall be established in accordance with the rules of the Civil Service Commission, except as otherwise provided in this section. Individuals receiving a passing score on the written examination shall receive credit for prior years of full-time service with the City of Fairfield Fire Department, in accordance with Civil Service rules.

- B. In the event that there is not a sufficient number of individuals willing and qualified as stated in subsection A hereof to make an examination for the full-time position of Fire Lieutenant competitive (i.e., the number of vacancies plus one), then a different examination shall be opened to those inside candidates who are eligible including those who wish to re-test and outside applicants who are currently in a career firefighter or officer position for a minimum of three years as a Firefighter/Paramedic. Those inside candidates who choose to re-test have the option of choosing either test score. The opening of the examination to qualified outside candidates shall be subject to certain limitations to be determined by the Civil Service Commission as to citizenship, residence, age, experience, education, health, habit and moral character.
- C. Upon request of the City Manager, the Civil Service Commission shall certify the names of four (4) persons standing highest on the eligibility list for Fire Lieutenant. Upon such certification, the City Manager may appoint any of the persons so certified. The Civil Service Commission may certify less than four (4) names from an eligibility list if the list contains less than four (4) names; however, in such a case the City Manager as the appointing authority may request that the Civil Service Commission take the necessary steps to prepare a new eligibility list.
- D. An employee promoted to the rank of Lieutenant shall achieve certification at Fire Officer Level I in accordance with the requirements of NFPA 1021 as a condition for successfully completing the one-year probationary period for such promotion.

ARTICLE XVII

MISCELLANEOUS

SECTION 1. - PENSION PLAN, HOSPITALIZATION, MEDICAL CARE, AND GROUP LIFE INSURANCE

- A. The City will provide, at no cost to each employee, group life insurance consisting of \$50,000 coverage on each employee. An employee may purchase, at his/her own expense, \$10,000 of life insurance on the employee's spouse and \$10,000 on each eligible child. In addition, employees will be permitted to purchase additional units of life insurance as an add-on to the existing City provided policy, if allowed by the insurance company. Such additional life insurance will be at the employee's own expense.
- B. The specific benefits of the Health and Dental Benefit Plan for the members of the bargaining unit shall be as currently established, subject to modification by the Employee/Management Health and Dental Benefits Plan Committee as hereinafter provided. The Union will select two members from its bargaining unit to serve on an Employee/Management Health and Dental Benefits Plan Committee. The Committee shall be composed of eleven (11) members: two (2) representatives from the Local 20 bargaining unit, two (2) representatives from the Fraternal Order of Police Lodge #166 (one from each bargaining unit), two (2) representatives from the A.F.S.C.M.E. bargaining unit, two (2) representatives from the IAFF Local 4010 bargaining unit, two (2) management representatives and one (1) exempt employee appointed by the City Manager. A majority of the Committee shall constitute a quorum and it may take action or make recommendations only by majority vote of its entire membership. The Committee shall have the authority to alter or reduce health and/or dental benefits once annually in accordance with the time requirements of the Plan Provider, the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator; however, the vote to approve such changes shall require a majority of the groups with each bargaining unit casting one vote and the three non-bargaining unit members casting one vote. The Committee will invite all covered employees to attend an informational meeting concerning proposed changes with a number of such meetings scheduled and held (as determined appropriate by the Committee) prior to voting on such changes. The Committee and the City Manager shall both have the authority to select the Plan Provider, membership in the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator and to determine appropriate levels of reinsurance for any plan, except that both the Committee and the City Manager shall have the authority to veto any change in the Plan Provider and/or the Third Party Administrator or the levels of reinsurance proposed by the other. The Finance Director will provide the pertinent information in and available to his office to the Committee to assist them in their decisions and recommendations. Nothing in this paragraph shall restrict the Committee from offering more than one level of medical or dental coverage which may be selected by an employee based on levels of coverage or cost.
- C. Except as provided hereinafter, after a member of the bargaining unit has been employed by the City for a period of ninety (90) days, the City will pay into the Employees Benefit Trust Fund of the City of Fairfield, Ohio, monthly an amount equal to 85% of the total monthly cost for that employee's family or single coverage (or any other coverage option approved by the Committee), as applicable. The employee's total monthly 15% share of the actual cost or COBRA rate, as applicable, shall be deducted in two equal installments each month from the payroll checks of the member on a pre-tax basis and paid into the Employees Benefit Trust Fund of the City of Fairfield, Ohio. The total monthly cost shall be as established by the Plan Provider, the Center for Local Government Benefits Cooperative, and/or the Third Party Administrator of the Plan each plan year in accordance with all applicable laws and shall include any administrative fees associated with coverages provided. All funds paid or deposited into the Employees Benefit Trust Fund of the City of Fairfield may be expended only for the costs of providing health and dental benefits. A new employee may participate in the Health and Dental Plan at his/her own expense (100%) during the first ninety (90) days of employment.

If an employee selects coverage under a High Deductible Health Plan (HDHP) which qualifies the employee to make contributions to a Health Savings Account (HSA), the City will deposit into the

employee's HSA each year on or about August 1st a lump sum contribution of \$1,800 for an employee with single coverage or a lump sum contribution of \$3,600 for an employee with coverage including the employee and other family members, provided that the City contribution to an employee's HSA shall not exceed 90% of the annual deductible applicable to the employee's coverage nor be less than 50% of the applicable annual deductible.

Effective August 1, 2015, the City's annual contribution to the Employees Benefit Trust Fund for any employee shall be limited to 84% (83% effective August 1, 2016) of the total cost of the High Deductible Health Plan (HDHP), the HSA fee, and the dental plan in addition to the applicable health savings account (HSA) contribution based upon the level of the plan selected by the employee. Any employee who remains on or elects the traditional (non-HDHP) health/dental plan after August 1, 2013 shall be responsible for the additional cost of such traditional plan, if any, which shall be paid by payroll deduction in addition to the 15% (16% effective August 1, 2015) (17% effective August 1, 2016) employee share.

The following two exceptions to the above rule shall apply:

- 1) New employees who are eligible for health/dental benefits shall be provided the traditional (non-HDHP) plan without paying the additional cost above the HDHP plan as outlined above, but only until the start date of the next plan year for which the employee was eligible to enroll in the HDHP plan. Thereafter, the above-stated additional cost shall apply to the new employee if he or she remains on the traditional (non-HDHP) plan.
  - 2) If an employee is legally required to provide the traditional (non-HDHP) health/dental plan for a covered dependent, the employee shall not be required to pay the additional cost of the plan above the 15% (16% effective August 1, 2015) (17% effective August 1, 2016) as outlined above. "Legally required" means ordered by a court or other legal authority having jurisdiction over the employee. The employee must provide appropriate proof of such order and that the employee did not agree or consent to such an order.
- D. A member of the bargaining unit may decline participation in the Health and Dental Benefits Plan provided that the participation requirements Citywide for all plans included in the Health and Dental Benefits Plan package can be achieved without the member's participation. Members declining participation in the Health and Dental Benefits Plan shall be compensated twelve hundred dollars (\$1,200) for such non-participation during a full twelve (12) month Plan Year. Said compensation for non-participation will be paid during the first calendar month following the end of the applicable Plan Year. On a form provided by the City, members shall execute a written declination of coverage which acknowledges that the City shall have no responsibility or liability for the health or dental benefits or expenses of the employee or his/her dependents and that re-enrollment in the plan(s) shall be subject to the provisions of the respective health or dental benefits plan. Compensation for non-participation shall not be paid to an employee who receives coverage as the spouse of another City employee.
- E. The City will provide health insurance and group life insurance until the expiration of all vacation leave, sick leave, and leaves of absence.
- F. The City will "pick-up" employee contributions to the Police and Firemen's Disability and Pension Fund by the "salary reduction method" in accordance with IRS regulations.
- G. Representatives appointed to the Employee/Management Health and Dental Benefits Plan Committee or the Wellness Committee who attend these committee meetings outside of their regularly scheduled shift shall be compensated on an hour for hour basis at their applicable overtime rate.
- H. The City will make a detailed quarterly fund balance available to members of the Employee/Management Health and Dental Benefits Plan Committee. Quarters shall coincide with the health plan year.
- I. Both parties agree to a reopener for wages in January 2018 for the purposes of determining

wages for years two and three of the agreement and for determining healthcare for the rest of the contract term. Three year contract on all other terms of the bargaining agreement.

## SECTION 2. - EDUCATIONAL ASSISTANCE

- A. The expenses for permanent full-time employees who are required or requested by the City Manager to attend training schools, seminars, or other instructional or educational programs including examinations to increase their knowledge and further their competency in their occupation with the City, shall be paid by the City as follows:
1. Registration fees, tuition or charges for the training school, seminar, or educational or other instruction program.
  2. Reimbursement for meals at the rate established by City policy and adopted by City ordinance.
  3. Mileage reimbursement for car expenses when an employee is not provided a City-owned vehicle, at the rate established by City policy and adopted by City ordinance. Bus, train, or air fare at tourist rate is provided for lengthy trips, when such method of travel is approved by the City Manager.
  4. Single occupancy hotel or motel charge.
  5. Salary or hourly rate will be paid when schools, etc., are attended during employee's normal work day.
  6. Travel pay for time actually spent in travel to and from schools, etc., shall be paid at the employee's normal hourly rate or at one and one-half (1-1/2) times the normal rate, depending upon whether such travel time is over and above employee's normal scheduled work hours.
- B. Checks are to be issued in advance of the attendance of the employee for 1, 2, & 4 of Section 2. Expenses shall be verified by the employee submitting an itemized expense account for Items 1, 3, & 4 within fifteen (15) days of completion.

Item 2 shall be paid only when Item 4 is required. However, the City will reimburse the employee lunch money at the GSA per diem rate for the area or nearest area where the training is located. This pertains only to lunch expenses for one day training schools or seminars where lunch is not included in the registration or admission cost.

- C. In the event of overpayment of estimated expenses, the employee shall deliver payment for the difference when filing his/her expense account. In the event of underpayment, the City shall issue a check for the difference on or before the date of the paycheck of the employee for the next pay period.

## SECTION 3. - UNIFORMS AND SHOES

Employees will be furnished uniforms and dry cleaning service by the City in accordance with departmental policy. The City will purchase safety shoes and/or boots, belts, socks, or any other non-provided, department-required uniform items for each employee at a cost of up to two hundred twenty-five dollars (\$225.00) per calendar year. The City shall provide specifications for said shoes by administrative policy. This money will be in the form of a purchase order, not cash payment. If an employee presents justification, the employee may be permitted to exceed the two hundred twenty-five dollar (\$225.00) limit at the Fire Chief's discretion. If an employee's shoes are damaged while the employee is on duty, the City will cover the cost of replacing said pair of shoes or boots.

## SECTION 4. - DEFERRED COMPENSATION PLAN

A voluntary deferred compensation plan by payroll deduction will be provided by the City.

## SECTION 5. - DRUG TESTING

The City and the Union agree that all employees covered by this bargaining unit shall be subject to reasonable suspicion testing, random testing, post-accident testing, and return to duty and follow-up testing to identify any alcohol misuse or use of controlled substances without a licensed physician's written prescription. Members of this bargaining unit shall be required to participate in random drug testing provided all fire suppression and emergency medical employees of the Fire Department are required to participate in the random drug testing pool for the Fire Department employees.

## SECTION 6. - RESIDENCY

Employees shall reside anywhere within Butler County or any contiguous county in the State of Ohio, (i.e., Preble County, Montgomery County, Warren County, and Hamilton County) as well as in Clermont County. Employees must provide notice of change of address within 30-days of moving.

## SECTION 7. - OUTSIDE EMPLOYMENT

Employees of the Fairfield Fire Department are bound by the requirements of City Policy regarding outside employment. Because of the unique nature of fire suppression work, there are special issues with respect to employees covered by this Agreement. In accordance with City Policy, outside employment must be approved by the Fire Chief and the City Manager. Generally, outside employment that has the potential to impact the fitness or mental well-being of employees or to present a conflict of interest will not be approved. No employee shall engage in outside employment which involves being regularly scheduled to work during the eight (8) hour period immediately prior to reporting for a scheduled shift on the Fairfield Fire Department.

## SECTION 8. - DISABILITY INSURANCE

The City will work with the Employee/Employer Health and Benefits Committee to arrange for employees to be offered short term and long term disability insurance. The Committee will select an insurance provider after considering the various alternatives. It must be recognized that insurance carriers require specific levels of employee participation by all City employees in order to provide disability insurance coverage. Unless there is sufficient participation by employees the insurance cannot be provided.

This coverage will be fully funded by the participating employees. The City will arrange for payroll deductions and for the other necessary administration to make the insurance available.

## SECTION 9. - AGREEMENT PRINTING

The City and the Union agree to share equally the cost of printing copies of this Agreement in numbers sufficient to provide copies to the total full-time Fire Department workforce at the time of signing as well as City management personnel responsible for administration of the contract. The parties may agree to print sufficient additional copies necessary for required distributions throughout the term of the contract. The City will also provide to the Union a copy of the Contract on a computer disk.

## SECTION 10. - RESIGNATION OR RETIREMENT

- A. The City expects, and the Union agrees, that employees shall make an effort to provide the City with at least two weeks written notice of the employee's separation from service due to resignation or retirement.
- B. A full-time employee who separates from City service and provides the City with a minimum of six (6) months binding written notice of resignation or retirement shall be paid a notice incentive of one thousand five-hundred dollars (\$1,500) with their final pay provided that the employee does not use more than fifty percent (50%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, and personal leave during the employee's final six (6) months of employment. Standard procedures for approval of leave time will be observed.



- C. A full-time employee who separates from City service, who does not qualify for the notice incentive under paragraph B, and provides the City with three (3) months binding written notice of resignation or retirement shall be paid a notice incentive of seven hundred fifty dollars (\$750) with their final pay provided that the employee does not use more than twenty-five percent (25%) of the total of the employee's most recent annual accruals of vacation leave, sick leave, and personal leave during said three (3) month period. Standard procedures for approval of leave time will be observed.
- D. In order to qualify for either of the incentives described in paragraph B or C above, the employee must actually separate from City service on the date specified in the written notice of resignation or retirement unless the date is extended by mutual agreement of the City and the employee.
- E. The City will make available a standard form to be used by employees who wish to qualify for either of the incentives described in paragraphs B or C above in order to assist employees in meeting all elements for the written notice required.

#### SECTION 11. - INJURY. EXPOSURE. OR COMMUNICABLE DISEASE TESTING

In the event an employee has been injured or exposed to a toxic substance or to an infectious disease in the course or scope of his or her employment, and is referred for testing, treatment, and/or preventive measures, and Workers' Compensation subsequently determines that there was no injury sustained, all bills pertaining to the employee's testing, treatment, and/or preventative measures shall be the responsibility of the City.

An employee shall submit to testing when requested by the City, if the City believes an exposure has occurred. All tests shall be kept confidential between the testing agency, the employee, City Management, the Fire Department's Medical Advisor, and the Fire Chief. All applicable laws pertaining to an employee's health records must be followed. The Fire Chief shall not delegate his responsibility for involvement in this process to any other person.

The employee has the responsibility to notify the Fire Chief if the employee becomes aware through any means that the employee may have a potentially communicable disease. Any information provided to the Fire Chief shall remain strictly confidential between the Fire Chief, the employee, City Management, and the Fire Department's Medical Advisor. If the Fire Chief and the Fire Department's Medical Advisor believe this condition may affect the employee's ability to safely perform the employee's job responsibilities or possibly affect the safety of other employees, an employee has the right to request an Independent Physical Examination as set forth in Article XIV, Section 10, paragraph 2 of this contract.

If it is determined by the Fire Department medical advisor or the independent physical examination that the employee's condition as described above may affect his/her ability to safely perform the employee's job responsibilities or affect the safety of other employees, said employee will be placed on recuperative leave per Article XIV, Section 8. Further, if it is determined by the City's medical advisor or the employee's physician that the employee is permanently unable to perform the regular or ordinary duties of his/her position, then employee shall promptly submit a proper application for disability retirement to the Police and Fire Disability and Pension Fund per Article XIV, Section 88 of this contract.

#### SECTION 12. DRIVING SUSPENSIONS

If an employee whose driving privileges are suspended or revoked notifies his/her Shift Supervisor of said action by the next business day following said suspension or revocation, Employer agrees to use its discretion in an attempt to reasonably accommodate the employee's ability to work during the period of the suspension or revocation.

#### SECTION 13. JOB RESPONSIBILITIES MATRIX

The City and the Union agree to jointly complete and maintain a matrix of responsibilities and tasks, both permanent and temporary, assigned to the positions of Firefighter/Paramedic, Lieutenant and Captain. The intent of the matrix is to effectively communicate where responsibilities lie and to ensure continuity of operations within the fire department. Creation of the matrix and updating will be handled through the established Labor-Management Committee.

## ARTICLE XVIII

### GRIEVANCE PROCEDURE

#### SECTION 1. - SCOPE OF GRIEVANCE PROCEDURE

The purpose of this Grievance Procedure is to establish a process for the fair, expeditious and orderly adjustment of grievances in the Fairfield Fire Department. A grievance is a complaint involving the alleged violation, misinterpretation or misapplication of the terms of this written Agreement. Disciplinary actions taken against an employee may be appealed through this grievance procedure, including arbitration, but shall not be subject to appeal to the Civil Service Commission or any other remedy under Civil Service law.

#### SECTION 2. - REPRESENTATION, CLASS GRIEVANCES

- A. A grievance may be brought under this procedure by one or more aggrieved employees. The aggrieved employee may, at Steps 2 - 4 below, bring a grievance representative. The representative selected by an aggrieved employee may consist of any of the following persons:
  - 1. An official of the Union.
  - 2. A delegate of the Union.
  - 3. An attorney of the employee's choice.
  - 4. Any other person of the employee's choice.
- B. Any grievance brought by one or more employees that affects all employees, or all employees of one rank, shall be submitted directly to the Chief at Step Two.

#### SECTION 3. - TIME LIMITATIONS

- A. The aggrieved employee shall bring the grievance to the Captain for his/her unit day or, in the absence of the Captain, to a full-time Lieutenant assigned to the same unit day within two (2) working days of its occurrence; or, if at the time the employee is unaware of the grievance, within two (2) working days of his/her knowledge of its occurrence. A grievance not brought within the time limits prescribed for every step, shall not be considered timely and shall be void.

The time limits prescribed herein may be waived by mutual agreement, in writing, by the aggrieved employee, and the appropriate management representative at each Step.

- B. For purposes of grievance filing times, immediate supervisor shall mean the highest ranking officer who is working at the employee's assigned station at the time the grievance is filed. In the event that a grievance is filed with a part-time lieutenant or a part-time captain under this section, the part-time lieutenant or part-time captain shall not rule on the grievance, but shall transmit the grievance to the full-time captain, or in the absence of a full-time captain, to the Fire Chief. In that case, the full-time captain or the Fire Chief shall have five (5) City working days after their receipt of the grievance to rule in accordance with Step 1, below.

#### SECTION 4. - STEPS

- A. Step 1 - The aggrieved employee shall meet with his/her immediate supervisor within the prescribed time limits, and orally discuss the grievance. The immediate supervisor shall make a decision and orally communicate this decision to the aggrieved employee within five (5) City working days for the initial presentation of the grievance. Every effort shall be made by the employee and the immediate supervisor to resolve the grievance at this level.
- B. Step 2 - If the grievance is not resolved in Step 1, the aggrieved employee shall submit a written grievance to the Fire Chief within three (3) employee working days following the supervisor's oral

response. The written grievance at this Step and all Steps thereafter, shall contain the following information; (1) a statement of the grievance; (2) the facts upon which it is based; (3) the remedy or adjustment sought; and (4) the signature of the aggrieved employee. The Fire Chief shall respond in writing to this grievance within five (5) City working days of its receipt. The written response at this Step, and management responses at all Steps thereafter, shall contain the following information: (1) an affirmation or denial of the facts upon which the grievance is based; (2) an analysis of the validity of the grievance; (3) the remedy or adjustment, if any, to be made; (4) the signature of the appropriate management representative. The Fire Chief shall retain one copy of the grievance and disposition and forward one copy to the City Manager's representative or City Manager.

C. Step 3 - City Manager's Representative.

1. Should the aggrieved employee not be satisfied with the answer he or she received in Step Two within three (3) employee working days after his or her receipt thereof, he or she may refer the grievance in an original and two copies to the City Manager's representative.
2. The grievance at this Step shall be submitted to the City Manager's Representative in writing, using a form supplied by the Union.
3. The City Manager's Representative shall schedule a meeting to be held within ten (10) City working days of his/her receipt of the grievance form. The employee-grievant may choose the appropriate unit steward or the authorized representative of the appropriate unit steward and/or a non-employee, duly accredited representative of the Union to accompany him/her to the meeting at this Step. The City Manager's representative may request the attendance of any other person(s) as he/she deems necessary.
4. The City Manager's Representative shall respond to this grievance in writing with his or her answer reproduced on the original and all copies of the grievance form and shall return the original and one (1) copy thereof to the aggrieved employee within ten (10) City working days after the grievance meeting.

D. Step 4 - City Manager

1. Should the aggrieved employee not be satisfied with the written answer he or she received in Step Three, within three (3) employee working days after his or her receipt thereof, he or she may submit the original of the grievance form and one (1) copy to the City Manager and request that the meeting contemplated by this Step Four be scheduled.
2. Upon receipt of the original and one (1) copy of the written grievance form, the City Manager shall have them time-stamped to show the date of his or her receipt of them and shall schedule a meeting to be held within ten (10) City working days of his/her receipt of the grievance form.
3. The aggrieved employee may choose the appropriate unit steward or the authorized representative of the appropriate unit steward to accompany him or her to the meeting at this Step. In addition, the aggrieved employee may choose a non-employee, duly- accredited representative of the Union to attend this meeting.
4. Upon completion of the Step Four meeting, the City Manager shall determine whether the Step Three answer is consistent with this Agreement, Employer policies, applicable provisions of the Ohio Revised Code, Civil Service Statutes, and the Fairfield City Charter.
5. The City Manager shall render his/her decision in writing on both copies of the grievance and return a copy to the aggrieved employee and to the appropriate representative of the Union within ten (10) City working days after the meeting with the aggrieved employee.

For the purposes of counting time, "City working days" as used in this Article will not include Saturdays, Sundays, or holidays, scheduled days off, vacation, and approved leaves.

## ARTICLE XIX

### ARBITRATION

#### SECTION 1.

Should an aggrieved employee, after receiving the written answer to his or her grievance at Step Four of the Grievance Procedure, still feel that the grievance has not been resolved to his or her satisfaction, he or she may, upon approval of the Union, request that the grievance be heard before an arbitrator. The Union must make written application to the City Manager for arbitration within thirty (30) calendar days of receipt of the written answer from the City Manager at Step Four. It is understood that the Union shall make the determination as to whether any grievance is appealed to arbitration.

#### SECTION 2.

Within fifteen (15) working days following submission of the application for arbitration, a designated representative of the City and a designated representative of the Union will consult and attempt to resolve the dispute and/or select an impartial arbitrator by mutual agreement. In the event no agreement is reached at this meeting, the parties will, by joint letter, request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) arbitrators from Region #15 from which the City and the Union representatives shall select one by mutual agreement. If agreement cannot be reached, an arbitrator will then be selected by the representatives of the parties alternately striking names and selecting the remaining name after six (6) names have been struck. The opportunity to strike the first name from the list shall be determined by coin toss for each arbitration.

All fees and expenses of the arbitrator will be equally divided between the parties. Each party shall bear the expense of its own non-employee witnesses. The employer agrees to allow the aggrieved employee and a reasonable number of relevant employee witnesses time off with pay, if necessary, at the regular rate to attend the arbitration hearing.

#### SECTION 3.

Only disputes involving an alleged violation, misinterpretation, or misapplication of a specific term of this agreement shall be subject to arbitration. Questions of arbitrability shall be decided by the arbitrator.

The decision and award of the arbitrator shall be final and binding upon the Union, the City and the aggrieved officer(s). The arbitrator shall issue a decision within thirty (30) calendar days after conclusion of the hearing, unless the parties agree otherwise.

#### SECTION 4.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the misinterpretation and/or misapplication of the provisions of this Agreement, disciplinary actions taken, and/or compliance with the provisions of this Agreement, and in reaching his or her decision the arbitrator shall have no authority to add to or subtract from or modify in any way any of the provisions of this Agreement.

## ARTICLE XX

### NO STRIKE/NO LOCKOUT

Neither the Union nor any member of the bargaining unit included in this contract shall take part in, cause, or aid any strike, slowdown, picketing except informational picketing which does not interfere with the operations of the City, or any other interference with the operations of the City during the term of this Agreement. This section shall pertain to strikes, slowdowns, picketing and interference with the work of the City's officers, agents or contractors. In addition to other rights and remedies prescribed by law, the City shall have the right to discharge or otherwise discipline any employee violating this section, in accordance with this Agreement.

If there is an unauthorized strike, work stoppage, interruption or impeding of work, the Union together with its officers and agents, shall publicly denounce said violation, disclaim approval, order those taking part in such violation to return to work immediately, and instruct all interested employees of the City or other employees that said strike is not authorized and that work shall be continued. If these Steps are followed, there shall be no financial liability on the part of the Union, or any of its officers or agents, for such violation.

As stated in the Ohio Revised Code (ORC) 4117.11 (A) (7), it is an unfair labor practice for the City, its agents or representatives to lock out or otherwise prevent employees from performing their regularly assigned duties where an object thereof is to bring pressure on the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute.

## ARTICLE XXI

### TOTAL AGREEMENT. HEADINGS. GENDERS

- A. The provisions of this contract constitute the entire written contract between the City and the Union. The City and the Union each certify without reservation that an adequate opportunity has been afforded the bargaining representatives of each to propose and vigorously advocate all negotiable subject matter during the course of collective negotiations preparatory to the signing of this contract. Therefore, the City and the Union each agree that, for the duration of this contract, neither shall be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement unless the City and the Union mutually agree to alter, amend, supplement, enlarge or modify any of its provisions, except as specifically required by this contract. Neither party shall be bound by prior written or verbal Agreements.
- B. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of any such article nor affect any interpretation of any such article.
- C. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

## ARTICLE XXII

### SAVINGS CLAUSE

- A. If any provision of this Agreement, or the application of such provision should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted State or Federal legislation or administrative ruling, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of laws or rulings will be discussed. The remaining parts or portions of this Agreement shall remain in full force and effect.
  
- B. This Agreement shall be binding upon the parties, their officers, employees, members, successors and assigns, and no provisions, terms, or obligations herein, contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE XXIII

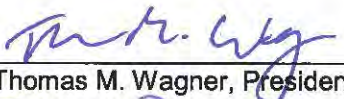
AGREEMENT

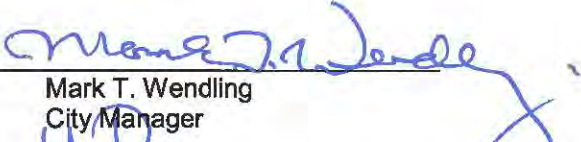
The provisions of this Agreement shall be effective April 1, 2017 and shall remain in full force and effect to and including March 31, 2020, except as otherwise provided herein.

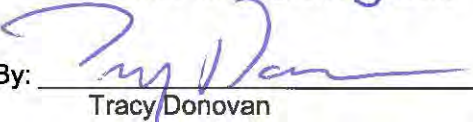
IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their authorized representatives on this 22<sup>nd</sup> day of MAY, 2017.

FOR THE AMERICAN FEDERATION  
OF STATE, FAIRFIELD PROFESSIONAL  
FIREFIGHTERS, INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS,  
LOCAL 4010

FOR THE CITY OF FAIRFIELD

By:   
Thomas M. Wagner, President

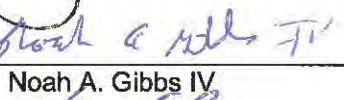
By:   
Mark T. Wendling  
City Manager

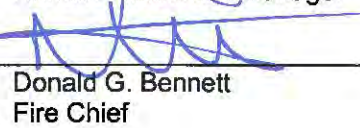
By:   
Tracy Donovan

By:   
Greg Preece  
Assistant City Manager

By:   
Jamie Viers

By:   
Carol Mayhall  
Human Resources Manager

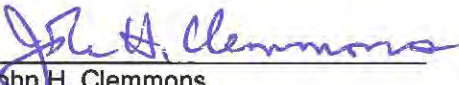
By:   
Noah A. Gibbs IV

By:   
Donald G. Bennett  
Fire Chief

By:   
Kenneth Fraser

By:   
Thomas Kuyendall

APPROVED AS TO FORM:

  
John H. Clemmons  
Fairfield City Law Director



## APPENDIX A

### WAGE RATES AND PAY RANGES (Effective April 1, 2017)

Firefighter-Paramedic (without Paramedic Certification)	\$19.29 per hour
Firefighter-Paramedic (without Paramedic Certification but one year full-time experience on department, and Class I Driver Certification)	\$20.87 per hour
Firefighter-Paramedic (with Paramedic Certification)	\$22.44 per hour
Firefighter-Paramedic (with Paramedic Certification, one year subsequent experience on department, and Class I Driver Certification)	\$24.03 per hour
Firefighter-Paramedic (with Paramedic Certification, two years subsequent experience on department, and Class I Driver Certification)	\$25.63 per hour
Firefighter-Paramedic (with Paramedic Certification, three years subsequent experience on department, and Class I Driver Certification)	\$28.62 per hour
Firefighter-Paramedic (with Paramedic Certification, five years subsequent experience on department, and Class I Driver Certification)	\$28.91 per hour
Firefighter-Paramedic (with Paramedic Certification, ten years subsequent experience on department, and Class I Driver Certification)	\$29.26 per hour
Firefighter-Paramedic (with Paramedic Certification, fifteen years subsequent experience on department, and Class I Driver Certification)	\$29.55 per hour
Firefighter-Paramedic (with Paramedic Certification, twenty years subsequent experience on department, and Class I Driver Certification)	\$29.84 per hour
<hr/>	
Fire Lieutenant (with Paramedic Certification)	\$29.92 per hour
Fire Lieutenant (with Paramedic Certification and one year in classification)	\$30.83 per hour
Fire Lieutenant (with Paramedic Certification and five years full-time service on department)	\$31.15 per hour
Fire Lieutenant (with Paramedic Certification and ten years full-time service on department)	\$31.53 per hour
Fire Lieutenant (with Paramedic Certification and fifteen years full-time service on department)	\$31.83 per hour
Fire Lieutenant (with Paramedic Certification and twenty years full-time service on department)	\$32.14 per hour
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Fire Captain (with Paramedic Certification except those exempt in Article XI)	\$33.31 per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and five years full-time service on department)	\$33.64 per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and ten years full-time service on department)	\$34.06 per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and fifteen years full-time service on department)	\$34.40 per hour
Fire Captain (with Paramedic Certification except those exempt in Article XI and twenty years full-time service on department)	\$34.73 per hour

APPENDIX B  
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APPENDIX C  
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APPENDIX D

CONTRACT FOR REIMBURSEMENT OF PARAMEDIC TRAINING EXPENSES

The undersigned employee (hereafter "Employee") acknowledges that the City of Fairfield, Ohio, hereafter referred to as the City, will incur substantial expenses in the process of training Employee for paramedic certification,

It is acknowledged by Employee that the City only recaptures these expenditures through the services of Employee with the City of Fairfield Fire Department following completion of his/her paramedic training. It is further understood that the City will suffer substantial monetary losses if Employee should take employment elsewhere following completion of paramedic training and prior to rendering services for a substantial period of time as hereinafter provided.

NOW, THEREFORE, IT IS HEREBY AGREED AS A POST-OFFER CONTINGENCY AS FOLLOWS:

1. Reimbursement Obligation - I, \_\_\_\_\_, hereafter the "Employee" in consideration of the agreement by the City to provide me with paramedic training or reimbursement of training, do hereby agree that in the event:
  - a. I voluntarily terminate my employment with the City of Fairfield Fire Department within thirty-six (36) months following my initial certification as a paramedic; or
  - b. My employment with the City of Fairfield Fire Department ceases due to legal termination by the City within thirty-six (36) months following my initial certification as a paramedic;

That I will be obligated to reimburse the City for all expenses incurred for tuition and books in connection with my paramedic training.

2. Formula of Reimbursement Obligation - The reimbursement formula shall consist of the sum of all costs for tuition and books expended by the City in connection with the paramedic training of Employee. The City shall calculate the amount of money to be reimbursed by Employee at time of separation. Employee shall be given an itemized invoice indicating what is owed to the City.
3. Credit for Continuous Employment - Credit for services rendered will be provided against the reimbursement obligation for paramedic training at the rate of one-thirty-sixth (1/36) of the total reimbursement for each full month of continuous employment following the date of initial certification as a paramedic.
4. Terms of Reimbursement - Complete payment of all reimbursable obligations shall be made within thirty-six (36) months of the date of initial certification as a paramedic. Such reimbursement shall be paid in equal monthly installments, payable the first of each month following the final date of employment. All payments shall be made in a timely manner.

Employee further agrees that in the event the City incurs any legal fees or expenses in the enforcement of this agreement and its terms, that Employee shall pay such cost.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Witnesses:

EMPLOYEE:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ ID# \_\_\_\_\_

CITY OF FAIRFIELD, OHIO

By: \_\_\_\_\_  
City Manager