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AGREEMENT

BETWEEN THE CITY OF LOUISVILLE

AND

LOCAL 746 CITY OF LOUISVILLE PART TIME
FIREFIGHTERS, AFSCME OHIO COUNCIL 8, AFL-CIO

EFFECTIVE

JANUARY 1, 2020 through DECEMBER 31, 2022

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PURPOSE AND PREAMBLE

This Agreement entered into between the City of Louisville (“Employer”) and Local 746, an affiliate of Ohio Council 8, of the American Federation of State, County, and Municipal Employees Union, AFL-CIO, (“Union”). The Agreement has as its purpose: To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Whenever the term "employee" is used throughout this Agreement, it shall mean individual members of the Union.

ARTICLE 1 GENDER AND PLURAL, HEADINGS

Section 1.

Whenever the context so requires, the use of the 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 the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

Section 2.

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 said Article nor effect any interpretation of any such Article.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1.

The Union recognizes the Employer’s exclusive right to manage its affairs and the employer retains the management rights as set forth in Section 4117.08 (C) of the Ohio Revised Code, which are incorporated by reference as if fully rewritten herein, that have not been specifically

altered by this Agreement. Furthermore, management rights shall include but not be limited to the following:

1. Determine matters inherent to managerial policy which include but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization technology, and organizational structure.
2. Direct, supervise, evaluate, or hire employees.
3. Maintain and improve the efficiency and effectiveness of governmental operations.
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted.
5. Suspend, discipline, demote, or discharge for just cause, transfer, assign, schedule, promote, or retain employees.
6. Determine the adequacy of the work force.
7. Determine the overall mission of the Employer as a unit of government.
8. Effectively manage the work force including overtime scheduling, the creation and alterations of overtime policies and procedures, and determining the staffing for overtime.
9. Take actions to carry out the mission of the Employer as a governmental unit.
10. The day to day work rules will be established by the Fire Chief.
11. To establish training programs and upgrading requirements for employees within the Department.

ARTICLE 3 UNION RECOGNITION

Section 1.

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative of employees of the City of Louisville Fire Department Local 746, AFSCME, Ohio Council 8, AFL-CIO for the purpose of collective bargaining in all matters relating to wages, hours, benefits terms and conditions of employment in the certified bargaining unit as follows:

INCLUDED:

All part-time Firefighters, and Fire Captains, Lieutenants, including Firefighter/EMT's, Firefighter/Paramedics, and Fire Captains

EXCLUDED:

All supervisors, management-level, and confidential employees as defined in the Act, all seasonal and casual employees as defined by the State Employment Relations Board, including the Fire Chief.

Section 2.

If the Employer creates a new classification, it agrees to meet and confer with the Union on the inclusion in the bargaining unit. If parties agree to the inclusion, they will file a Joint Petition to Amend the Unit with The State Employment Relations Board for inclusion in the Bargaining Unit. If the Parties are not able to reach agreement on inclusion either party may petition The State Employment Relations Board.

ARTICLE 4 UNION SECURITY

Section 1.

The employer shall deduct the periodic dues, initiation fees, and assessments of bargaining unit employees upon the presentation of a written deduction authorization signed by the employee. The form for dues deduction authorization shall be furnished by the Union.

Section 2.

Previously signed and unrevoked authorization cards shall continue to be effective for current and reinstated employees.

Section 3.

All dues deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the Employer in writing of any change to the Union's account information.

Section 4.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org, subject line: Local 746, Pay date -- \ -- \--:

1. DUES LIST: name (last name, first name, middle initial), last 4 digits of the social security number, the amount of the deduction for each employee, and the total amount of dues deducted for all employees for the pay period of the report.

2. NON-MEMBER LIST. In alpha order by last name. The name, current address, phone number and department/work unit of each bargaining unit employee that are non-members.

3. Total Remittance Amount

This Section is deemed complied with if one list containing fields with all the above information (including a field showing whether employee is a union member or fair share payer) is provided by the Employer in Excel format to the Union for all AFSCME bargaining units. The grouping of members and non-members, and the totals required under this Section, shall be calculated and/or organized by the Union using the fields provided in Excel format.

Section 5.

An alphabetical list of the name, last 4 digits of the social security number, current address and phone number of bargaining unit employees who were dropped from the previous dues lists and the reason each was dropped.

Section 6.

Union Membership Revocation/ Maintenance of Membership:

Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Union Dues Revocation:

Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 7.

The Union shall notify the Employer, in writing, of any increase in the current dues, initiation fees, and/or assessments being deducted. Such increase shall be deducted in the second pay period of the month following notification of any increase.

Section 8.

Changes in the amounts to be deducted shall become effective during the month following their actual receipt by the Employer.

Section 9.

Ohio Council 8, AFSCME, AFL-CIO hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and shall indemnify the Employer for any such liabilities or damages that may arise. Additionally, Ohio Council 8, AFSCME, AFL-CIO shall pay all of the Employer's reasonable attorneys' fees for the purpose of defending any action, regardless of venue or forum, associated with dues, assessments, deductions, membership, authorizations regarding deductions, membership, termination of membership, and revocations in relation to this Article. The employer will submit applicable legal bills on a periodic basis as necessary for payment.

Section 10.

The Employer shall not be obligated to make dues, fees, or assessment deductions from any employee who, during any bi-weekly period involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deductions. In the event a deduction is not made for any union member during any bi-weekly period, the employer will make the appropriate deductions from the following pay period or periods.

Section 11.

The Employer and the Union agree that if a Service Fee or Fair Share fee becomes permissible, they will enter the appropriate language under this section of the Agreement.

ARTICLE 5 UNION ACTIVITIES

The parties recognize that it may be necessary for an employee representative of the Union to leave a normal work assignment while acting in the capacity of representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by representatives. Before leaving an assignment pursuant to this Section, the representative

must obtain approval from the Fire Chief or Superior Officer in charge of the shift. The Employer will compensate a representative at the normal rate for the time spent in collective bargaining, the good faith processing of grievances, and at any meetings at which the Employer requests a representative to be present, provided that the representative is on duty at that time and provided the Employer is present. To the extent possible, the Union agrees to make a good faith effort to schedule elective situations requiring employee representative's presence on dates and times that do not require absence from scheduled shift work.

ARTICLE 6 BULLETIN BOARDS

Section 1.

The Employer shall provide the Union with a Bulletin Board provided that: Such Bulletin Board shall be used only for posting notices bearing the written approval of the Union or an official representative of the Union, and shall be solely for Union business; and no notice or other writing may contain anything controversial, derogatory, or critical of the Employer or any other institution or of any Employee or other person or otherwise not in compliance; and upon request from an appropriate official of the Employer, the Union will remove any notice or other writing that the Employer believes to be inflammatory or derogatory. or otherwise not in compliance with this article.

Section 2.

The Union Bulletin Board shall be kept separate from any other Bulletin Board which the Employer may have for their purposes.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

Section 1.

The Labor Management and Safety Committee shall consist of the City Manager or his designee, the Fire Chief or designee, and a Member of the Bargaining Unit, and the Union Representative, if needed. It is mutually agreed that this Committee shall meet on a quarterly basis, or as mutually agreed, after a written request from either party for the purpose; to discuss pending issues and to promote a more harmonious Labor/Management relationship; to discuss ways to improve efficiency within the Department; to discuss safety and health issues of the Department.

ARTICLE 8 SENIORITY

Section 1. - Definition

Seniority is an employee's uninterrupted length of continuous service within the Employer including any approved leaves of absence. Newly hired probationary employees who have completed their probationary period shall be entered on the seniority list, with seniority retroactive to date of hire.

Section 2. - Seniority Posting

The Employer shall post a copy of the seniority list showing the seniority of each employee listed by job classification and department on each Employer's bulletin boards. The seniority list shall be reviewed or updated every ninety (90) days with copies being furnished to the union at such time.

Section 3. - Loss of Seniority

An employee shall lose all seniority rights for any one or more of the following reasons:

- a) Retirement (this is not to be construed to mean that the retiring employee loses benefits to which he is entitled at the time of his retirement).
- b) Voluntary resignation.
- c) Discharge for cause when such discharge is not reversed by way of the grievance and/or arbitration procedures.

Section 4.

An employee who leaves the bargaining unit into a non-bargaining unit position shall lose all seniority. If such employee returns to the bargaining unit, such employee shall maintain credit for vacation, retirement, sick leave, and other type benefits of this type that are accrued by seniority or hours worked.

ARTICLE 9 LAYOFF AND RECALL

Section 1.

Layoffs shall be in accordance with inverse order of seniority and employees will remain on recall list for three (3) years.

Section 2.

Any employee and the Union shall be entitled to a minimum of thirty (30) days of notice of an employee layoff.

ARTICLE 10 HOURS OF WORK

Section 1.

The City will establish a work week and hours of work for employees covered in the bargaining unit. The work week will be forty (40) hours. The Fire Chief will establish shift and work schedules. At the discretion of the Fire Chief, employees of the bargaining unit may be allowed to use flexible hours and request specific scheduling periods, however without a written authorization from the Fire Chief an employee shall not work or schedule more than thirty-two (32) hours of work during any forty (40) hour work week

ARTICLE 11 OVERTIME AND JURY DUTY

Section 1.

Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her scheduled time work time provided the scheduling occurred before the receipt of the jury service notice or summons.

Section 2.

Bargaining Unit Employees shall receive overtime in the amount of one-and-one-half times (1.5x) the Employees rate of hourly pay and shall be paid for actual worked in excess of Forty (40) hours in a one week, seven (7) work day period.

Section 3.

Whenever an Employee is called into work by Employer for any reason other than a duty assignment the minimum paid time period shall be not less than one (1) hour or the actual time spent, whichever is greater. This period shall not count against the Employees regular scheduled hours and shall not be used for the purpose of calculating overtime.

Section 4.

Whenever an employee is required to appear on off-duty time in his capacity as a City of Louisville, Fire Fighter before any official court, or before a criminal prosecutor on matters pertaining to or arising from the employee's official capacity, the employee shall be compensated a minimum of three (3) hours that shall be added to his regular schedule. Any time spent beyond three hours, the employee shall receive pay at one- and one-half times the employee's normal hourly rate for the total time spent attending the proceeding.

Section 5

Whenever an open shift needs to be filled with overtime, it will be offered on a rotating basis by seniority from an overtime list, otherwise the most senior employee will be offered the shift first.

- a.) The overtime list shall mean a list of qualified employees as defined in this provision initially arranged in order of seniority and posted with hours of charged overtime against each employee. On January 1st of each year, all employees shall be considered to have no overtime charged to their credit.
- b.) Rotating shall mean that the employee with the least charged overtime on this list is to be contacted first when overtime work is required.
- c.) Open shifts will be filled with non-overtime staff when possible

ARTICLE 12 COMPENSATORY TIME.

Bargaining Unit Employees may elect to receive compensatory time off in lieu of overtime worked on a time-and-one-half basis. Upon accumulation of 80 hours of compensatory time, all further overtime worked by the employee shall be compensated in the form of overtime pay and may not be added to the employee's compensatory time bank.

ARTICLE 13 GRIEVANCE/MEDIATION PROCEDURE

Section 1.

Every employee shall have the right to present his/her grievance in accordance with the Procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this Procedure.

Section 2.

For the purpose of this Procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the provisions of this Agreement. The grievance procedure is available to all employees covered by this Agreement and the Union as the representative of said employees. No concurrent proceeding whether judicial, administrative, or otherwise, shall be commenced or maintained which relates to the same subject matter and involves the same parties as any grievance initiated under this Agreement.

- b) Grievant - The "grievant" shall be defined as any employee, group of employees within the bargaining unit or the Union.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays provided for in this Agreement.

Section 3.

The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.
- b) Except at Step 1, all decisions shall be rendered in writing at each Step of the Grievance Procedure. Each decision shall be transmitted to the grievant and his representative, if any.
- c) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the union has the opportunity to attend such meetings . In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- d) This Grievance Procedure requires an employee to pursue the remedies herein provided but shall not impair or limit an employee's right to pursue other remedies available under law except for the Civil Service Commission. Where there is an alleged violation of the provisions of this Agreement that qualifies for appeal under the Rules of Equal Employment Opportunity Commission, the Ohio Civil Rights Commission, the State Employment Relations Board, or any state or federal law (other remedies), the employee

must choose one method of appeal, i.e., either pursuant to one of the foregoing other remedies or pursuant to the grievance procedure as set forth herein. The employee's decision in this regard shall be irrevocable. In any event, resort to the Civil Service Commission is specifically eliminated by this Agreement. The Employer, the employee, and their representatives, however, may meet in an effort to resolve the alleged violation prior to any appeal.

- e) The time limits provided herein will be strictly adhered to and grievances not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically be sustained in favor of the grievant. The time limits specified for either party may be extended only by written mutual Agreement; unless either party is unable to comply because of illness, disability or vacation, an automatic extension of seven (7) days shall be granted upon written notice to the other party.

Section 4.

All grievances shall be administered in accordance with the following steps of the Grievance Procedure:

Step 1. An employee who believes he may have a grievance shall notify the Chief of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The Chief will schedule an informal meeting with the employee and a Union representative, within five (5) days of the notice of the employee, at which time the issue in dispute will be discussed with the objective of resolving it informally.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief within five (5) days of the informal meeting or notification of the decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Chief. The Chief shall give his formal written answer within seven (7) days

Step 3. If the grievant is still not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the City Manager within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be with the appeal. The City Manager or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative and

any other party necessary to provide the required information for rendering of a proper decision. The City Manager or his designee shall issue a written decision to the employee and his Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Section 5. Time Limits

All grievances shall be processed on a first in, first out basis. If three (3) grievances are pending at any one time, the time limits imposed for the Employer's response shall be stayed for any subsequent grievances filed until the resolution of a pending grievance.

Section 6. Mutually Agreed Mediation

Should any grievance not be settled satisfactorily at Step 3, the parties may, by mutual agreement, agree to attempt resolution of the issue through mediation. In such event, the parties will mutually agree upon a named mediator who will conduct the hearing using as guidelines current Federal Mediation Conciliation Service (FMCS) rules regarding mediation unless mutually agreed by the parties to apply a variation of those guidelines. Payment for time lost from normal working hours to participate will be made by the City.

ARTICLE 14 ARBITRATION

Section 1.

In the event a grievance is unresolved after being processed through all Steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 3, the grievant may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the FMCS to submit a panel of arbitrators and will choose one by the alternative strike method.

Section 2.

The arbitrator shall have no power or authority to add to, subtract from, or in any manners alter the specific terms of this Agreement or to make any order requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3.

The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the Federal Mediation Conciliation Service.

Section 4.

The fees and expense of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them, neither party shall be responsible for any of the expenses incurred by the other party.

Section 5.

The question of substantive arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitral or beyond the arbitrator's scope of authority or jurisdiction. If the arbitrator determines the grievance is within the purview of substantive arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 6.

An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at his regular hourly rate for all hours during which his attendance is required by either party. A request made by either party for the attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed three (3) employees.

Section 7.

The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 15 DISCIPLINE

Section 1. A non-probationary employee who is disciplined shall be given written notice regarding the reason (s) for the disciplinary action within a reasonable time after the Employer has knowledge of the conduct for which an employee is being disciplined.

Section 2. Disciplinary action taken by the employer shall be for reasonable or good cause. All such action shall not be issued or served by non-supervisory personnel.

Section 3. Any disciplinary action against a non-probationary employee will be processed in accordance with the dispute resolution procedure in Article 13, Section 4, and Article 14, of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

Section 4. All oral reprimands will be documented by Employer and presented to the employee. Thereafter, the documented oral reprimand will be placed in the employee's official personnel file.

Section 5. Prior to a disciplinary suspension that does not require emergency relief from duty, the Fire Chief shall conduct a pre-suspension hearing for the purpose of affording the employee an opportunity to respond to the charges.

Section 6. In the case of emergency relief from duty, an employee shall be suspended with pay, and a disciplinary hearing will be scheduled within ten (10) days of the suspension.

ARTICLE 16 PROBATIONARY PERIOD

Section 1.

New hired employees shall be considered on probation for a period of one (1) year from the date of hire.

Section 2.

Upon the Fire Chief's certification, a probationary employee can move from probation rate of pay to his/her classification rate of pay. Employee continues probation for one (1) full year.

ARTICLE 17 PROMOTIONAL PROCESS

Section 1.

All Bargaining Unit members will be placed in the appropriate classification upon achieving the appropriate certification.

Job Postings

Where there is a vacancy in the Captain, or Lieutenant Classification, or a new Classification, employees desiring to bid on such job may do so as follows:

- a) Notice of vacancy or new job shall be posted on all union bulletin boards for thirty (30) days from the date the job opening has been posted.
- b) During this thirty (30) day period, employees who wish to apply for posted opening may do so by submitting a bid application. The bid application must be in writing, signed by employees, dated, and be submitted to the Employer. Upon submission, the form shall be time stamped. Forms used for this purpose shall be provided by the Employer. The employee and union shall receive a copy of such bid application.
- c) Open vacancies or new jobs being posted shall indicate the classification, rate of pay, department and duties of said position. The Employer will provide the union with a copy of the posting.

The qualifications for the Lieutenant Classification must be a Fire Fighter/EMT with no less than four (4) years of service with the department. The Fire Chief will consult with the Union when establishing any additional qualifications.

The qualifications for the Captains Classification must be a Lieutenant with the department. The Fire Chief will consult with the Union when establishing any additional qualifications.

Section 2. - PROMOTIONAL EXAMINATION AND SELECTION

The Employer will administer a promotional exam for any vacated officer classification.

The exam will consist of:

- a) A written examination covering basic knowledge for a FFII and EMT-B, Louisville Fire Department Standard Operating Procedure (SOP), Louisville Fire Department Rules and Regulations and leadership style questions.

- b) An oral examination with a panel of at least 3 Fire Chiefs from area departments that employ full time and/or part-time firefighters/EMTs that will test the candidate's professional knowledge and moral character.
- c) The Employer or Management reserves the right to promote any of the top 3 scoring candidates that pass both the written and oral examination. The Employer shall fill the opening within five (5) working days of making their selection.

A promotional examination for the position of Captain or Lieutenant will be administered within 30 days of vacancy.

Section 3. - PROMOTIONAL TRIAL PERIOD

The employee shall have a trial period of six (6) months. During this trial period, the employee shall have reasonable help and supervision. If the successful bidder fails thereafter to qualify during the trial period, he shall have the right to revert to his former job and this right shall in turn apply to other who changed jobs as the result of filling the posted position.

ARTICLE 18 HOLIDAYS

Section 1.

All Employees shall be entitled to wages at the rate of time and one-half for actual hours worked during the following holidays but no hours of work on such holidays shall be guaranteed:

- | | |
|------------------|---------------------------|
| New Year's Day | Labor Day |
| President's Day | Thanksgiving Day |
| Veteran's Day | Friday after Thanksgiving |
| Memorial Day | Christmas Day |
| Independence Day | Employee's Birthday |
| | Martin Luther King Day |

Employees must work the holiday in order to be eligible for the Holiday pay.

ARTICLE 19 PERSONAL TIME

Section 1.

Employees who have worked over 1600 hours in the previous calendar year (January 1st to December 31st) are entitled to two (2) days (32 hours) of personal pay. This pay may be used for personal time, sick time, or injury. Any time taken that is not due to injury or illness must have been approved by management. Time taken must be for a complete shift. The determination and application for 2020 will be calculated using the hours worked in the 2019 calendar year.

ARTICLE 20 WAGES

Section 1.

Employees shall be compensated pursuant to the following wage progression effective January 1 of each Contract year as outlined in the table below.

1. January 1, 2021- Three percent (3%) salary increase.
2. January 1, 2022- Two percent (2.0%) salary increase.

	1/1/2020	1/1/2021 3%	1/1/2022 2.0%
Probationary Firefighter/EMT	\$13.00	\$13.39	\$13.66
Probationary Firefighter/ Paramedic	\$14.00	\$14.42	\$14.71
Firefighter/EMT	\$15.00	\$15.45	\$15.76
Firefighter/Paramedic	\$18.00	\$18.54	\$18.91
Lieutenant/EMT	\$19.00	\$19.57	\$19.96
Lieutenant/Paramedic	\$20.30	\$20.91	\$21.33
Captain	\$22.00	\$22.66	\$23.11
Captain/Paramedic	\$22.50	\$23.18	\$23.64

Section 2. - Acting Fire Chief or Officer in Charge.

When the Fire Chief is off duty due to illness or on vacation the highest-ranking employee scheduled for each shift, will serve as the Officer in Charge. In the event of any conflict in rank the Fire Chief shall designate the Officer in Charge. Said Officer in Charge shall receive an additional hourly rate of one dollar (\$1.00) per hour while serving as the Officer in Charge.

ARTICLE 21 UNIFORMS AND PERSONAL EQUIPMENT

Section 1.

The Employer shall furnish each newly hired employee with the following items of uniform and personal equipment which shall be worn in according to the dress code of the Fire Division. Said items of uniform shall be replaced on an as needed basis.

- A. Two (2) tee shirts
- B. Two (2) pairs of work pants
- C. Two (2) polo style shirts/Class B
- D. Two (2) job shirts

All specialized, required, combat firefighting or EMSO clothing shall be provided and replaced by the Employer, on as needed basis, including but not limited to:

- F. Bunker gear (Coat and Pants) Helmet, Face piece, two (2) pairs of gloves, and two (2) hoods
- G. Bunker boots
- H. Blood borne resistant jacket, masks, glasses, and goggles
- I. Ballistic vests

Section 2.

Bargaining Unit members who have purchased personal safety equipment will be permitted to use the personal safety equipment as long as that equipment is equivalent to the safety equipment provided by the Department and shall be reviewed by the Fire Chief.

ARTICLE 22 PERSONAL RECORDS

Section 1.

An employee has the right to inspect his personnel records upon notification to the Manager of Human Resources during non-working hours and within one (1) working day after receipt of a written request from the employee.

Section 2.

An employee's records will be made available for inspection by an appropriate Union representative during normal working hours and within one (1) workday after receipt of a written request from the Union and or written authorization by the employee.

Section 3.

Employees and Union representatives are prohibited from copying or removing records from the record file. One (1) copy of records will be provided to the employee and/or Union representatives at no cost to the employee or Union by the City upon receipt of a written request to Human Resources from the employee or Union representative. The employee may compile, date, and insert a list of the documents he finds therein.

ARTICLE 23 EMPLOYEE LIABILITY

Section 1.

Consistent with Ohio Revised Code, Chapter 2744.07, and the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment and within the scope of his employment with the City of Louisville.

Section 2.

The employee shall be represented, to the extent that he was acting within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

Section 3.

Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive damages, but only those compensatory damages where the employee was acting within the scope of his employment.

Section 4.

In the event an employee has to resort to litigation to determine whether the Employer is obligated to defend such employee and prevails in such litigation, the Employer shall reimburse the employee for reasonable attorney fees and costs incurred by such litigation.

ARTICLE 24 SUCCESSOR

Section 1.

This agreement shall be binding upon the successors and assignees of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered, or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

ARTICLE 25 CONFORMITY TO LAW

Section 1.

This Agreement shall be subject to and subordinated to any present and future Federal, State, and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving portions.

Section 2.

If the enactment of legislation or a determination by court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) rendered any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portion of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 26 OBLIGATION TO NEGOTIATE

Section 1.

The Employer and the Union acknowledge that during the negotiations which precede this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

Section 2.

Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE 27 SAVINGS CLAUSE

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a Court or Governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 28 DURATION

Section 1. This Agreement shall be effective as of January 1, 2020 and remain in full force and effect through December 31, 2022.

Section 2. In the event either party desires to modify this Agreement, notice in writing shall be given to the other party at least one hundred twenty (120) days prior to the termination date of this Agreement. In the event such notice is given, negotiations shall begin no later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the period of negotiations.

ARTICLE 29 EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed this 8 day of MAY 2020

For Local 746, AFSCME, Ohio Council 8

City of Louisville

By *Thomas D. Rusher*
Thomas D. Rusher
Michael P. [unclear]

By *[Signature]*
Larry Collins, City Manager

Approved as to Form and Legal Sufficiency

[Signature]