



02/15/2022  
0977-02  
19-MED-10-1229  
41442

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF SHARONVILLE**

**AND**

**SHARONVILLE PROFESSIONAL FIREFIGHTERS,  
IAFF LOCAL 4498**

**January 1, 2020 through December 31, 2022**

**INDEX**

<b><u>ARTICLE</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	PREAMBLE	3
2	RECOGNITION	3
3	“EMPLOYEE” DEFINED	4
4	IAFF REPRESENTATION	4
5	DUES DEDUCTION/FAIR SHARE FEE	5
6	NON-DISCRIMINATION	7
7	MANAGEMENT RIGHTS	8
8	DISCIPLINE	9
9	GRIEVANCE PROCEDURE	12
10	PROBATIONARY EMPLOYEES	16
11	PERSONNEL FILES	16
12	SENIORITY	19
13	CERTIFICATION	20
14	LAYOFF AND RECALL	22
15	NO STRIKE/NO LOCKOUT	23
16	HOURS OF WORK	24
17	TRADING OF TOURS	26
18	CALL IN PAY	27
19	SALARIES	27
20	SCHEDULING	29
21	LONGEVITY	31
22	HEALTH INSURANCE	33
23	UNIFORMS/TURNOUT GEAR	33
24	HOLIDAYS	35
25	PERSONAL/HOLIDAY TIME	36
26	VACATION	37
27	SICK LEAVE	38
28	MISCELLANEOUS LEAVES	40
29	INJURY LEAVE AND INJURED ON-DUTY LEAVE	42
30	LIGHT DUTY	45
31	LINE OF DUTY DEATH	46
32	TUITION ASSISTANCE/TRAINING LEAVE	47
33	ANNUAL MEDICAL PHYSICALS AND TESTING	50
34	PHYSICAL FITNESS	51
35	PROMOTIONS/FILLING OF POSITIONS	51
36	DRUG/ALCOHOL TESTING	55
37	RESIDENCY REQUIREMENT	64
38	LABOR/MANAGEMENT MEETINGS	64
39	ACTING OFFICER	64
40	GENERAL CONDITIONS	65
41	BULLETIN BOARDS	65
42	SEVERABILITY	66
43	DURATION	66

## **ARTICLE 1**

### **PREAMBLE**

#### **Section 1**

This Agreement is made and entered into this \_\_\_\_\_ day of December, 2021, by and between the City of Sharonville, Ohio, hereinafter referred to as the “Employer” or the “City”, and the Sharonville Professional Fire Fighters, IAFF Local 4498 AFL-CIO hereinafter referred to as the “Association”, solely as it relates to the Sharonville Fire Department employees within the bargaining unit.

The purpose of this Agreement is to comply with the requirements of Ohio Revised Code Chapter 4117; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

It is the intent and purpose of this agreement to promote and improve relations between the City and its full-time firefighters and to protect against interruptions and interferences with services to the citizens of the City of Sharonville.

## **ARTICLE 2**

### **RECOGNITION**

#### **Section 1**

The Employer hereby recognizes the IAFF, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for all full-time Firefighters, Lieutenants, EMT’s, Paramedics, and Inspectors classifications within the Fire Department of the City of Sharonville as certified by the State Employment Relations Board in Case Number 06-REP-03-0041.

#### **Section 2**

The Chief, Assistant Chief, Fire Captain, Clerical staff, and all Part-Time employees of the Fire Department are specifically excluded from the bargaining unit.

## **ARTICLE 3**

### **"EMPLOYEE" DEFINED**

#### **Section 1**

The term "Firefighter", "Lieutenant", "EMT", "Paramedic", "Inspector", or "Employee" as used in this Agreement shall refer to those full-time employees included in the bargaining unit.

## **ARTICLE 4**

### **IAFF REPRESENTATION**

#### **Section 1**

Non-employee representative(s) of the IAFF shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein with prior approval by the Safety/Service Director or his designee. Upon arrival, the IAFF representative shall identify himself to the Safety/Service Director or his designee.

#### **Section 2**

The Employer shall recognize four (4) employees, designated by the IAFF to act as Union representatives for the purposes of representation as outlined in this Agreement.

#### **Section 3**

No employee shall be recognized by the Employer as an IAFF representative until the IAFF has presented the Employer with written notification of the person's selection as an IAFF representative.

#### **Section 4**

Rules governing the activity of IAFF representatives are as follows:

- A) The IAFF agrees that no official of the IAFF, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF business during working hours except to the extent specifically authorized herein by the Fire Chief or Safety/Service Director or their designee.

- B) The representatives shall be permitted reasonable time to investigate, present, and process formal grievances on the Employer's property without the loss of pay or accumulated benefit during their regular working hours, provided that in each and every instance where such time is required, only one representative is assigned to a grievance, and the length of time and the time period within the working hours shall be agreed upon previously by the IAFF representative and the Fire Chief. The representative shall make all reasonable efforts, however, to process all grievances during non-working hours.
- C) The IAFF employee official shall cease unauthorized activities immediately upon request of the Fire Chief or Safety/Service Director or their designee.

### **Section 5**

An IAFF employee representative who is on duty during, and participates at, a scheduled meeting between the Employer and the IAFF to negotiate a new collective bargaining agreement shall receive his regular pay for the regularly scheduled on-duty hours spent at the meeting and shall receive no additional compensation. An IAFF employee representative who is off duty during, and participates at, a scheduled meeting between the Employer and the IAFF to negotiate a new collective bargaining agreement shall receive no compensation for actual hours spent at the meeting.

### **Section 6**

The employer recognizes the IAFF's exclusive right to manage its affairs and the Union retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Ohio and the United States.

### **Section 7**

In the event the Employer decides to contract out or transfer services normally provided by the bargaining unit employees, it agrees to notify the Union.

## **ARTICLE 5**

### **DUES DEDUCTION/FAIR SHARE FEE**

#### **Section 1**

The City agrees to deduct, from the employees covered by this Agreement, regular IAFF dues and fees at such intervals as the IAFF notifies the City as proper. The deduction

shall be made from the first paycheck of each month and shall be in the amount certified by the IAFF to the City. No deduction shall be made from the pay of any employee unless and until the IAFF furnishes to the City Payroll Clerk a payroll deduction form signed by the bargaining unit member authorizing deduction. The City agrees to furnish to the IAFF once a month a warrant in the aggregate amount of the deductions made for that month together with a listing of the employees for whom deductions were made. The term "dues and fees" as used in this Article include monthly membership dues, and assessments.

## **Section 2**

The City agrees to honor the check off authorization during the term of this Agreement unless and until notified in writing by the IAFF that an employee has withdrawn from the membership and revoked their authorization.

## **Section 3**

Payroll Deduction of Fair Share Fee - The Employer shall deduct from the pay of members of the bargaining unit who elect not to become or remain members of the IAFF, a fair share fee for the IAFF's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the IAFF's work in the realm of collective bargaining and contract administration. The amount of the fair share fee shall not exceed 100% of the amount of the IAFF dues for members. Notwithstanding the foregoing, Fair Share Fees shall not be deducted so long as the *Janus v. AFSCME* decision remains in effect unless the bargaining unit member annually waives his/her Janus rights in writing and consents to the deduction of Fair Share Fees in accordance with this Section.

## **Section 4**

The IAFF represents to the Employer that an internal rebate procedure has been established in accordance with Section No. 4117.09(C) of the Ohio Revised Code, and that a procedure for challenging the amount of the representation fee has been established and will be given to each member of the bargaining unit who does not join the IAFF and that such procedure and notice shall be in compliance with all applicable state and federal laws and the constitutions of the United States and the State of Ohio.

## **Section 5**

Entitlement to Rebate - Upon timely demand, non-members may apply to the IAFF for an advance reduction/rebate of the fair share fee pursuant to the internal procedures adopted by the IAFF.

## **Section 6**

Indemnification of the Employer - The IAFF shall defend, indemnify and hold harmless the City, the City Council, and the City Administration, the Finance Director, and any and all other officers and employees of the City against any and all claims and/or costs arising from or in any way related to the implementation and enforcement of this Article, specifically including, but not limited to, any costs arising from any action in any court or administrative agency alleging that the IAFF's internal rebate procedure is legally defective.

## **ARTICLE 6**

### **NON-DISCRIMINATION**

#### **Section 1**

The provisions of this Agreement shall be applied equally and without favoritism to all employees in the bargaining unit. There shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. The IAFF shall share equally with the Employer the responsibility for applying this provision of the Agreement.

#### **Section 2**

Both parties recognize and agree that affiliation with the IAFF is at the discretion of each individual employee. Employees in the classification comprising the bargaining unit covered by this Agreement have the right to participate or not participate in the IAFF as they see fit. Neither party to the Agreement shall exert any pressure on any employee as regards such matters.

#### **Section 3**

Wherever the male gender is used in reference in this Agreement, it shall be construed to include male and female.

## ARTICLE 7

### MANAGEMENT RIGHTS

#### **Section 1**

The Union recognizes the City's exclusive right to manage its affairs and the City retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Ordinances of the City of Sharonville and the laws and constitutions of the State of Ohio and of the United States. Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein are reserved to and remain vested in the City, including but without limiting the generality of the foregoing:

#### **Section 2**

The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purchase and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of its facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials or methods of operation.

#### **Section 3**

The right to hire and set the starting rate of pay for new employees; to determine the starting and quitting time and the number of hours to be worked, including overtime and lunch; and to determine the amount of supervision necessary, work schedules and the method or process by which work is performed, to the extent that it is in compliance with all other article of the Agreement.

#### **Section 4**

The right to contract, subcontract and purchase any or all work, processes or services or the construction of new facilities or the improvement of existing facilities; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; and to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and establish wage rates for new or changed classification.

#### **Section 5**

The right to determine the existence or non-existence of facts which are the basis of the Management decisions; to establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of Sharonville, and, from time to time, redetermine the number, locations and relocations and types of its



employees or to change or discontinue any performance or service by employees of the City of Sharonville; to determine the number of hours per day or week any operation of the Fire Department may be carried on; to select and determine the number and types of employees required; to assign such work to such employees in accordance with the requirement determined by Management authorities; to establish training programs and upgrading requirements for employees within the Department; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to determine the facts of lack of work or other legitimate reasons; to continue, alter, make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or take such measures as the Management may determine to be necessary for the orderly and efficient operation of the Fire Department of the City of Sharonville, subject to the terms of this Agreement provided, however, nothing herein shall prevent employees from presenting their grievances for and alleged violation of any Article or specific term of the Agreement. This section is not intended to prohibit the Union from bargaining about matters affecting wages, terms, or conditions of employment of bargaining unit employees.

## **ARTICLE 8**

### **DISCIPLINE**

#### **Section 1**

The Employer may take disciplinary action against any employee in the bargaining unit only for just cause. Grounds for discipline include violations of established standards of conduct, and/or commission of any act or offense which any reasonable person should know to be wrong, inappropriate, or so egregious that discipline or discharge is likely to occur.

Whenever an employee who is suspected of misconduct is interviewed, questioned, or interrogated regarding such misconduct, he/she will be apprised of the nature of the suspected misconduct, and his/her right to have a IAFF representative present to advise him/her during the questioning. Prior to questioning, employees (including witnesses) shall be informed that failure to respond truthfully will subject the employee to the disciplinary process.

#### **Section 2**

Forms of disciplinary action, but not necessarily the order, of discipline are:

1. Written record of counseling;

2. Written reprimand;
3. Suspension without pay;
4. Discharge.

Discipline will ordinarily be applied in a progressive and uniform manner, but the Employer reserves the right to skip steps in cases of serious misconduct. Discipline shall take into account the nature and severity of the violation, the employee's record of performance and conduct, and any prior discipline.

### **Section 3**

Records of counseling and written reprimands may be imposed by supervisors.

### **Section 4**

Anytime the employer or his designee determines that an employee may be disciplined for just cause, which may result in more than a written reprimand, a pre-disciplinary conference will be conducted by a neutral selected by the Safety-Service Director in his sole discretion and judgment. The neutral shall meet with the employee, review the facts, provide the employee an opportunity to offer an explanation of the alleged conduct, and make a written determination regarding whether the allegations are substantiated. The employee shall receive a list of the charges and their particulars at the time he is originally notified in writing that disciplinary action is being recommended for the alleged improper conduct.

### **Section 5**

The employee may be represented at the pre-disciplinary conference by any person(s) he chooses. The employee and the employer shall provide a list of witnesses to each other as far in advance as possible, but not later than twenty-four (24) hours prior to the pre-disciplinary conference. It is the responsibility of each party to notify their witnesses that their attendance is desired.

### **Section 6**

The employee or his representative will be permitted to confront and cross-examine witnesses. A written report will be prepared concluding whether or not the allegations are substantiated. The Employer, in all cases, will then decide what discipline, if any, is imposed. A copy of the written report will be provided to the employee within seven (7) calendar days following its receipt by the employer.

### **Section 7**

Any employee who may be subject to the disciplinary action ("charged employee") and any employee being questioned regarding the charged employee shall be apprised of the following:

- A. Failure to respond or respond truthfully to any questions will subject the employee to the disciplinary process;
- B. The charged employee shall receive a list of the charges and all statements, recordings, photographs, or other evidence gathered by the employer in its investigation that will be utilized in said hearing not less than two (2) calendar days prior to the scheduled pre-disciplinary conference;
- C. The charged employee shall be apprised of his right to IAFF representation and the right to postpone the hearing for no more than three (3) calendar days beyond the originally scheduled time;
- D. The charged employee shall be apprised by the Fire Chief as to whether or not he has been suspended pending the outcome of the pre-disciplinary conference;
- E. The charged employee may, in writing, waive the pre-disciplinary conference and/or submit a written statement on his behalf. Nothing in this section shall prohibit the fire chief from discussing the issue with the employee.
- F. Reports or responses to questions given under Garrity protection may be used only in the application of administrative justice and may not be used at any stage of any criminal proceedings against the employee.

### **Section 8**

Pre-disciplinary conference may be tape recorded by the employer and a charged employee shall be entitled, upon request, to a copy of the recordings no later than forty-eight (48) hours following the close of the pre-disciplinary conference. Prior to any meeting, pre-disciplinary conference and/or hearing that is audio or video recorded, all parties must be notified.

### **Section 9**

Grievances may be initiated, within the prescribed time limits of Article 9, Section 5, Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred. Grievances involving any loss of pay, or of discipline resulting in suspension or termination, may be initiated at Article 9, Section 5, Step 3.

For the purposes of this article Calendar days shall be calculated using the legally accepted way of counting time. This will not include the first day and would include the last day of the required time. If the last day of the computation period is a Saturday, a Sunday or a legal holiday, the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday.

## ARTICLE 9

### GRIEVANCE PROCEDURE

#### **Section 1**

The term "grievance" shall mean a difference or dispute between the parties or an employee concerning the application, meaning or interpretations of the expressed terms of this Agreement, unless otherwise specifically excluded. It is not intended that the grievance procedure be used to effect changes in the articles of the Agreement. Employees may appeal any loss of pay dispute, suspension, or termination through either Civil Service Commission or Arbitration (but not both), at the employee's choice.

#### **Section 2**

In all grievance proceedings the employee has the right to represent himself or to be represented by a representative of his choice.

#### **Section 3**

All grievances must be in writing and contain the following information to be considered and must be filed using the grievance form mutually agreed to by both parties:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. Description of incident giving rise to the grievance;
- F. Articles and section of Agreement violated;
- G. Desired remedy to resolve grievance.

#### **Section 4**

All grievances must be processed at the proper step in the progression in order to be considered at the subsequent steps. Any employee may withdraw or modify a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance not answered by the Employer's representative(s) within the stipulated time limits shall be considered denied. If a grievance is denied, the employee shall be entitled to progress the grievance to the next step of the process.. All time limits on grievances may be extended upon the mutual written consent of both parties.

#### **Section 5**

All grievances shall proceed in the following manner:

**Step 1 – Administrative Assistant Chief**

If the grievance involves a pay issue, then the aggrieved employee or his representative shall proceed directly to Step 2 and present a written grievance to the Fire Chief or his designee within ten (10) calendar days of the date on which the grievance arose or which the employee became aware of, or reasonably should have become aware of the grievance. Grievances involving issues other than pay issues shall be submitted to the employee's immediate supervisor within ten (10) calendar days of becoming aware of the grievance. The Administrative Assistant Chief shall render a written decision within ten (10) calendar days from the date on which the grievance was submitted, and present same to the aggrieved employee or his representative.

**Step 2 – Fire Chief**

If the grievance is not resolved in Step 1, the employee or his representative shall present a written grievance to the Fire Chief or his designee within fourteen (14) calendar days from the response to the grievance from the Administrative Assistant Chief. The Fire Chief or his designee shall conduct a hearing and issue a response, in writing, within fourteen (14) calendar days from the receipt of the grievance.

**Step 3 – Safety/Service Director**

If the grievance is not resolved in Step 2, the employee or his representative shall present the written grievance to the Safety/Service Director or his designee within ten (10) calendar days from the response to the grievance from the Fire Chief. The Safety/Service Director or his designee shall meet with the employee and their representative, consider the evidence and render a written decision within ten (10) calendar days of his receipt of the grievance form.

**Step 4a- Civil Service Commission**

If any grievance is not resolved in Step 3, and the grievance involves any loss of pay, suspension, or termination, the employee may appeal any unresolved grievance to the Civil Service Commission. The employee may be represented by the IAFF, counsel, or anyone of his choosing. The hearing will take place and the Civil Service Commission shall make its decision within sixty (60) calendar days of the formal recommendation of the Safety/Service Director.

**Step 4b – Arbitration**

If the grievance is not resolved in Step 3, and the grievance does not involve a verbal or written reprimand, the employee or his representative, within fourteen (14) calendar days from receipt of the Safety/Service Director's response to the grievance may file, with the IAFF's approval, a request for arbitration. Within ten (10) calendar days of a request for arbitration, an IAFF representative and the Safety/Service Director or his designee shall attempt to mutually agree to an arbitrator. If the City and the IAFF cannot mutually agree upon an arbitrator in a specific case, then the parties shall utilize the

arbitrator selection procedures set forth by the Federal Mediation Conciliation Service (FMCS).

### **Section 6**

Unless otherwise agreed to by the City and the IAFF, the Arbitrator shall render his decision in writing within thirty (30) calendar days of the hearing. Such decision shall be final and binding upon both parties. The sole function of the Arbitrator shall be to interpret the express written provisions of the agreement and apply them to the specific facts presented at the hearing. The Arbitrator shall have no power or authority to change, amend, modify, add to, delete from, or otherwise alter this Agreement.

### **Section 7**

The costs of the proceedings, including the expenses and compensation of the Arbitrator, and the rental of facilities, (if not on the Employer's premises) shall be borne equally. If either party requests a transcript and exhibits for the Arbitrator, it shall be made and shall be the official record of the hearing. The cost of such transcript shall be borne by the party requesting it, except where the other party requests a copy of the transcript in which case the cost of the transcript shall be borne equally by both the City and the IAFF. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.

### **Section 8**

Grievances may be initiated, within the prescribed time limits of Section 5, Step 1, at the step which corresponds to the level of supervision where the alleged violation of the contract occurred. Grievances involving any loss of pay, or of discipline resulting in suspension or termination, may be initiated at Section 5, Step 3.

### **Section 9**

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance as a class action grievance, provided each affected employee desiring to be included in the class action grievance signs said grievance.

### **Section 10**

The IAFF may file grievances claiming violations of any contract rights, which accrue solely to the IAFF as a labor organization and not to individual employees. Such grievances will be filed directly with the Safety/Service Director and proceed through Arbitration.

### **Section 11**

The City, through its Safety/Service Director or his designee, may file grievances claiming violations of the Agreement by the IAFF as a labor organization. Such grievance shall be initially filed within the time limits of Section 5, Step 1, but will be filed directly with the Local Union President of the IAFF. The Local Union President of the IAFF will render a written decision within ten (10) calendar days from the date on which the grievance was submitted, and present same to the City, through its Safety/Service Director or his designee. If the grievance remains unresolved, the City, through its Safety/Service Director or his designee, may file a request for arbitration under this Article. The arbitrations shall proceed as set forth in Section 5 through Section 7.

## **Section 12**

Nothing in this Article prevents either party from seeking enforcement of any arbitration decision in a court of competent jurisdiction.

## **Section 13**

In cases of emergency declared by the federal, state, or local government, the time limits for processing of grievances shall automatically be suspended until the emergency is rescinded by the governmental authority which initially declared the emergency and all parties to said grievance have been notified that the declared emergency has been rescinded, or until a mutually agreed time by the parties.

## **Section 14**

Any employee, charged with or under indictment for a Felony, who is not disciplined or discharged by the employer, may be placed on a leave of absence without pay until resolution of the court proceedings. An employee may use accrued but unused vacation, or holiday time during the leave. An employee found guilty by the trial court of a felony may be summarily discharged and shall have no recourse through the grievance or arbitration procedures. Where the charges are reduced to a misdemeanor, the employee is not guilty, or charges are not pursued, the employee may be subject to discipline pursuant to the terms of this agreement. If the employee is found not guilty and the employee is not subject to discipline, the employee's lost wages and seniority will be restored. The employer shall continue to pay the employee's insurance premiums as provided for in the agreement during the unpaid leave of absence.

For the purposes of this article Calendar days shall be calculated using the legally accepted way of counting time. This will not include the first day and would include the last day of the required time. If the last day of the computation period is a Saturday, Sunday or a legal holiday, the period runs until the end of the next day which is not a Saturday, Sunday or a legal holiday.

## **ARTICLE 10**

### **PROBATIONARY EMPLOYEES**

#### **Section 1**

Each new employee shall be required to serve a probationary period of 1 year beginning on the date he/she first reports to work and ending on the three hundred and sixty-sixth (366) day from that date. Each new employee at time of hire will be provided and required to sign a form stating the beginning and ending date of their probationary period. A new form will be provided should the period be extended. The probationary period may be extended a minimum of 30 days up to a maximum of 180 days at the discretion of the Fire Chief. Any service as a temporary or part time employee in the same or similar class shall not be included in the probationary period.

A newly hired probationary employee may be terminated at any time during his/her probationary period with or without cause and shall have no right of appeal to arbitration and/or civil service under this Agreement.

#### **Promotional Probationary Periods**

No promotion shall be final until the employee has satisfactorily served a six month (180 calendar days) promotional probationary period.

## **ARTICLE 11**

### **PERSONNEL FILES**

#### **Section 1**

The Employer shall maintain a personnel file folder ("folder") for each employee. Said folder shall contain the following documents:

5.
  - A. Application
  - B. Letter of appointment.
  - C. Resolution regarding promotions and pay raises.
  - D. Discipline records.
  - E. Copies of payroll records. Original payroll records are on file with Administration.
  - F. Letter(s) of commendation.
  - G. Reviews.



- H. Copies of any records required to be kept by the Internal Revenue Service, State of Ohio or Immigration and Naturalization Services. Originals are on file with the Administration.
- I. Insurance information is on file with the Administration.
- J. Any employee statements reference Section 4 below.

The Employer may keep an additional file containing information necessary for payroll administration purposes including, but not limited to, records relating to earnings, promotions, demotions and insurance. This information will be permanently retained.

## **Section 2**

This folder will be under the supervision and control of the City Administrator. Said folder may be reviewed by the employee during the hours of 8:30 a.m. to 4:00 p.m. Monday through Friday. Advance written notice to the Human Resources Director will be required. This folder may be reviewed by the employee, the employee's legal guardian, an attorney or other authorized representative of the employee designated in writing by the employee to inspect the folder. The employee medical file will be maintained by the fire chief or his designee at the firehouse and is not a public record. This file shall be kept confidential except as required by law or with the written consent of the employee.

## **Section 3**

Employees shall have the right to obtain copies of all information contained in the folder. The first copy obtained shall be free. Additional copies shall be at a cost of ten cents (\$.10) per page.

## **Section 4**

If an employee disputes the accuracy, relevance, timeliness, or completeness of any information in the folder, he may request the Employer to investigate the current status of the information. Said request must be in writing and filed with the Fire Chief. Within thirty (30) days of receiving this request, the Fire Chief shall make a reasonable investigation to determine whether the disputed information is accurate, relevant, timely, and complete and shall notify the employee in writing of the results of the investigation. The Employer shall delete any information that it cannot verify or that it finds to be inaccurate. If after the Fire Chief's determination, the employee is not satisfied with the results, the Employer shall either:

1. Permit the employee to include within the folder a brief written statement of his position on the disputed information; or
2. Permit the employee to include within the folder a written protest that the information is inaccurate, irrelevant, outdated, or incomplete.

The Employer shall maintain a copy of the employee's statement of dispute in the file.

If the employee does either 1 or 2 above, the statement provided by the employee shall be included in any subsequent transfer, report, or dissemination of the disputed information. The Employer may also include in a transfer a statement that the Employer has reasonable ground to believe that the dispute is frivolous or irrelevant and the reasons for that belief.

Following any deletion of information that is found to be inaccurate or the accuracy of which can no longer be verified or if a statement of dispute is filed by an employee, the Employer shall, at the written request of the employee, furnish notification that the information has been deleted or furnish a copy of the employee's statement of dispute, to any person specifically designated by the employee.

#### **Section 5**

Any record of discipline shall cease to have force and effect three (3) years from the date of issuance and shall upon the request of the employee, be removed from the personnel file, provided no similar intervening discipline has occurred.

#### **Section 6**

Medical, psychiatric, or psychological information maintained in the file shall be disclosed to the employee unless a physician, psychiatrist, or psychologist determines that the disclosure of the information is likely to have an adverse effect on the employee. In these cases, the information shall be released to a physician, psychologist, or psychiatrist designated in writing by the employee or the employee's legal guardian.

#### **Section 7**

The following information will be deemed to be information which if released could reasonably endanger the health and safety of the firefighters: employee's address, telephone number; names, addresses, and telephone numbers of employee's dependents and other family members, employee's health records and insurance information.

#### **Section 8**

The Employer will prepare and disclose any records identified as public records in accordance to O.R.C. 149.43. To the extent permitted by Ohio law, the employee will

be notified when a request is made to view the employee's folder prior to any disclosure. In accordance with the records retention policy of the City of Sharonville, background information used in the employment process will be removed after three (3) years and employee evaluations and reviews will be removed after five (5) years.

## **ARTICLE 12**

### **SENIORITY**

#### **Section 1**

Seniority" shall be computed on the basis of uninterrupted length of continuous service as a full-time employee with the City of Sharonville Fire Department. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. If continuous service is broken and the employee is not reinstated, the employee loses all previously accumulated seniority.

An employee's seniority shall commence after the probationary period and shall be retroactive to the first day the employee reported to work.

#### **Section 2**

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

#### **Section 3**

Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

#### **Section 4**

The seniority of fire officers within ranks will be determined by the date the employee was promoted to the title he/she holds. In the event that two or more officers have the same date of permanent appointment, their seniority will be determined by their numerical position on the Civil Service list from which he/she was last appointed.

#### **Section 5**

In the event more than one employee goes on the payroll of the Department on the same date, their Civil Service grading scores shall govern said seniority standing. The employee with the highest Civil Service score taking precedence and shall be considered to have the greatest seniority.

In the event that more than one employee was promoted/appointed who were not part of a Civil Service List, Seniority will be determined in the order that they were appointed to such classification.

## **Section 6**

The City shall establish a seniority list of all employees In the bargaining unit, and such list shall be brought up to date and a complete new list be provided and posted on January 1 of each year on the bulletin boards provided by the Union and all properties for a period of no less than thirty calendar days, and a copy of said seniority list or any revised list shall be furnished to the Secretary - Treasurer at the Union's business address.

Any objection to the seniority list, as posted, shall be reported to the Fire Chief who shall cause such lists to be corrected. Any objection to the Seniority List, as posted, shall be reported to the Fire Chief with-in ten (10) calendar days from the first day of posting, or the seniority list shall stand approved.

## **Section 7**

Seniority shall prevail with respect to the choosing of vacations, holidays, personal days, lay-off/recall and ties in promotional tests.

# **ARTICLE 13**

## **CERTIFICATION**

Each Employee shall be solely responsible for maintaining their certification. Neither the IAFF nor the City of Sharonville shall be held responsible or accountable if the employee fails to maintain their certification. Any Employee who fails to maintain a certification may be discharged pursuant to subparagraph (E) below.

The following Certifications shall be considered terms of employment and mandatory to maintain depending on Civil Service Job Class.

- A. Level II Firefighter

B. Certified Fire Inspector

C. EMT - Basic

D. EMT Paramedic

E. Employees who lose any certification listed in a, b, c and d above shall be placed on unpaid leave immediately. The employee shall have twenty-one (21) calendar days to obtain a new certification and provide proof to the city. Any employee who fails to provide proof after this period may be discharged at the discretion of the Chief. This dismissal may only be appealed to Civil Service and IS NOT subject to appeal through arbitration.

F. The employee must maintain a valid driver's license and be insurable under the city's applicable liability insurance policy. The employee must notify the fire chief of all traffic violations as well as other court actions that could affect the status of the employee's driver's license. In order to confirm the ongoing validity of the driver's license and insurability the city shall examine the license status and driving record of each employee annually. The employee shall assist in the examination or sign any authorization which may be necessary to complete the examination.

A. Any employee who fails to maintain either valid driver's license or insurability by the city shall be disciplined at the sole and absolute discretion of the fire chief.

B. Any employee charged with the below offenses shall be placed on unpaid leave until the case is adjudicated. This leave may only exceed 180 days with the approval of the fire chief. Conviction of one of these offenses may be grounds for immediate dismissal. This dismissal may only be appealed to Civil Service and IS NOT subject to appeal through arbitration.

- 1) Driving under the influence of drugs or alcohol.
- 2) Refusal to submit to blood alcohol or breathalyzer test.
- 3) Driving while impaired.
- 4) Felony Violation involving the use of a Motor Vehicle.
- 5) Hit and Run Violation
- 6) Fleeing or eluding a police officer.

The following certifications are required to be maintained by all employees in the Firefighter Paramedic Classification. Failure to maintain these certifications will be grounds for disciplinary action.

- A. ACLS
- B. BTLS
- C. PALS/PEPP

Any other certification in which the employer paid the cost in whole or part must be maintained unless mutually agree in writing to let lapse.

The Employer shall continue to pay for all certifications listed above, or additional certifications that may be required in the future.

Attendance at the above referenced trainings shall be compensable in accordance with the Collective Bargaining Agreement.

## **ARTICLE 14**

### **LAYOFF AND RECALL**

#### **Section 1**

When the Employer determines that a long-term layoff or job abolishment is necessary, it shall notify the affected employees thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible.

In the event of a layoff lasting seventy-two (72) hours or more, and as a result of financial hardship incurred by the City, the employer shall layoff all part-time Firefighter / EMT / Paramedics personnel of the Fire Department before any employee covered under this agreement.

#### **Section 2**

Layoffs shall be in the inverse order of seniority with the least senior employee being laid off first.

#### **Section 3**

Employees who are laid off shall be placed on a recall list for a period of Twenty-four (24) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirement within twelve (12) months

of recall. However, no overtime will be paid for this training.

#### **Section 4**

Notice of recall shall be sent to the employee by certified mail. The employer shall notify employees of any recall by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

#### **Section 5**

The recalled employee shall have ten (10) calendar days following the date of receiving the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the date of receiving the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or mutually agreed upon, in writing, by both parties.

### **ARTICLE 15**

#### **NO STRIKE/NO LOCKOUT**

#### **Section 1**

During the life of this Agreement or any extensions hereof, the IAFF, on behalf of the employees comprising the bargaining unit, agrees that so long as this Agreement or any extensions hereof are in effect, there shall be no strikes (including sympathy strikes, unfair labor practice strikes or economic strikes), slowdowns, walkouts, refusal to perform assigned duties, sit-downs, boycotts or any activities which interfere, directly or indirectly, with the operation of the City. Any employee who is absent from work without permission, or abstains wholly or in part from the full performance of his duties in a normal manner without permission, on the date or dates when a strike occurs, shall be presumed by the Employer to have engaged in such a strike on such date or dates.

#### **Section 2**

In the event any employee covered hereunder is engaged in any violation of Section 1 above, the IAFF shall, upon notification by Management, immediately order such employee or employees to resume normal work activities and shall publicly denounce any violation of Section 1. The IAFF, its officers, agents, representatives and members and all other employees covered by this Agreement, shall not, in any way, directly or indirectly authorize, assert, encourage, participate in, sanction, ratify, or lend support to any strike or other activity in violation of the Article. The IAFF further agrees not to oppose any injunctive relief sought by the City to return employees to duty and

cease the activities referred to in Section 1.

### **Section 3**

Any strike or any other prohibited activity entered into or called for by the IAFF shall constitute a breach of this Agreement and abrogate the obligations of the Employer hereunder.

### **Section 4**

The City shall have the right to impose discipline up to and including discharge for any employee who authorizes, encourages, participates in, sanctions, or ratifies any strike or other activity in violation of Section 1.

### **Section 5**

During the life of this Agreement, the Employer shall not cause, permit, or engage in any lockout 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. Any violation of this section by the City shall constitute a breach of this Agreement and shall abrogate the obligations of the IAFF hereunder.

### **Section 6**

Nothing in the Article shall be construed to limit or abridge the IAFF's or the Employer's right to seek other available remedies provided by law to deal with any violation of Ohio Revised Code Section 4117.11(A) or (B).

## **ARTICLE 16**

### **HOURS OF WORK**

#### **SECTION 1 Classification of employees**

A Full-Time Employee for the purpose of this agreement shall be placed into one (1) of following four (4) classifications;

- A. Full-Time 24/48 Hour Lieutenant
- B. Full-Time 24/48 Hour Firefighter-Paramedic
- C. Full-Time 24/48 Hour Firefighter - EMT



D. Full-Time 40 Hour Employee

**SECTION 2** “Shift” employees

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 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. 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 (28) day work period but will be paid one hundred and six (106) straight time hours and two (2) overtime hours each two week pay period. This shall be verified and adjusted at the end of every twenty- eight (28) day period. Any hours worked over 212 in a 28 days work period shall be paid at the overtime rate of pay. Any hours paid and not worked shall be deducted on the last check of next work period. Any hours worked over 212 in a 28 day work period shall be paid at the overtime rate of pay. Any hours paid and not worked shall be deducted on the last check of the next work period.

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 have a Kelly day scheduled in that twenty-eight (28) day work cycle. The city agrees that in consideration for the 54 hour work week that employees on that work schedule may elect to take their 2 hours of overtime per pay period in compensatory time in lieu of overtime.

The conversion rate will be 1.5 hours of compensatory time off for every hour of overtime earned. The employees may use their compensatory time in six (6) hour increments according to the guidelines in Article 20 of this Agreement. However, Compensatory time may not be used if it will cause Overtime.

Each employee must elect in writing each pay period whether they wish to receive pay or compensatory time for that pay period. The employee may accrue a maximum of 60 hours of compensatory time on the books. Any accumulated but unused compensatory time will be paid out upon separation. This is the only time that this compensatory time will be paid out to the employee.

If at any time the work week hours change compensatory time will be removed from this contract.

**SECTION 3** “40 hour” employees

The forty hour work week shall be established by the Fire Chief and shall be between Monday and Friday. Each 40 hr employee shall receive two unpaid 15 min breaks as well as an unpaid thirty minute lunch period.

#### **SECTION 4 Miscellaneous**

Employees are subject to make emergency responses during meal and break periods. For purposes of non-emergency overtime, the maximum number of Consecutive work hours a full-time 24/48 hour employee may work is forty-eight (48) hours, followed with no less than twelve (12) hours off duty.

When there is a change from Eastern Standard Time to eastern daylight time, or vice-versa, the starting and stopping times of the shifts shall not change, and the resultant change in hours worked by the regular duty shift shall not result in a reduction of paid hours nor the addition of overtime hours.

### **ARTICLE 17**

#### **TRADING OF TOURS**

##### **Section 1**

For purposes of Shift Trades, 24/48 Hour Paramedics and EMTs, regardless of pay scale, shall be considered equal. Lieutenants must attempt to trade with another Lieutenant, and if that is not possible may only trade with a full time employee. Trades involving a Lieutenant will not be approved if the trade would result in the number of fire department officers on duty that day being less than (2) two.

##### **Section 2**

Employee's shall be permitted to trade tours with another full-time employee within or outside the same pay period. Trades shall be paid back in a time frame of ninety (90) days from initiation of the trade.

##### **Section 3**

Tour Trades shall not involve more than 2 employees per trade and may be from 1 to 24 hours in length; however, Trades shall not place either employee in a position to work more than forty-eight (48) hours consecutively. Hours of trades must be taken and paid back in the same time frame and number of occurrences, i.e. one 24-hour shift for one 24-hour shift. For example, it is not permitted for two 12-hour shifts to be repaid as a single 24-hour shift or vice versa.

##### **Section 4**

Notification of such Tour Trade(s), must be made in writing, and submitted to the Chief or his designee no less than forty-eight (48) hours prior to the beginning of the tour of duty of the requested tour trade. The trading of tours shall not interfere with the operation of the department.

### **Section 5**

Responsibility for arrangements for the repayment of such time rests with the employees involved. No obligation shall be placed upon the City for repayment of time voluntarily traded or repaid between employees.

### **Section 6**

Time frames in this Article may be waived at the sole discretion of the Chief or his designee.

## **ARTICLE 18**

### **CALL IN PAY**

Call in pay is defined as payment for work assigned by the Chief or designee to an employee at a time outside his normal work schedule.

Call in hours shall be compensated at one and one-half (1.5) times the Hourly rate of the employee's pay for a minimum of two (2) hours.

This type of call in pay shall include Emergency Recalls as well as Mandatory meetings, training, and other work assignments approved or assigned by the Chief or his designee. If call in time exceeds two (2) hours, compensation shall be for actual time spent working.

## **ARTICLE 19**

### **SALARIES**

#### **Section 1 Salaries - 24/48 Hour Employees Defined**

- A. Rates of pay for 24/48 Hour Lieutenants for the term of this agreement shall be as listed in this section
- B. Rates of pay for 24/48 Hour Firefighter-Paramedics for the term of this

agreement shall be as listed in this section  
C. Rates of pay for 24/48 Hour Firefighter-EMT's for the term of this agreement shall be as listed in this section

EFFECTIVE JANUARY 1, 2020 ALL PAY SCALES COVERED BY THIS AGREEMENT TO BE ADJUSTED BY 2%

EFFECTIVE JANUARY 1, 2021 ALL PAY SCALES COVERED BY THIS AGREEMENT TO BE ADJUSTED BY 2%

EFFECTIVE JANUARY 1, 2022, ALL PAY SCALES COVERED BY THIS AGREEMENT TO BE ADJUSTED BY 3%.

**Section 2 Step Increase 24/48 Hour Employees**

All employees covered under this agreement shall be eligible for a step increase on each successive anniversary date, until they reach the top of the pay range.

Normally an employee shall automatically advance to the next step effective the first pay period after the member's anniversary date. The City may deny a Step Increase for poor performance. Denial of a step increase shall be subject to the grievance and arbitration provisions of this agreement. A Step Increase may not be denied more than once.

**Section 3 Duplication, Pyramiding or Compounding of Overtime**

There shall be no duplication, pyramiding, or compounding of overtime pay. The highest rate of overtime compensation under this agreement is one and one-half (1.5) times the 24/48 hour employee's normal straight time hourly rate. Hours charged to vacation, holiday and personal time shall be considered hours of work for overtime purpose.

## **Section 4 Wages**

	2020	2021	2022
	Hourly Rate	Hourly Rate	Hourly Rate
Firefighter Paramedic Non 40hrs			
Step 1/Start	\$21.45	\$21.88	\$22.54
Step 2/Year 2	\$24.36	\$24.85	\$25.60
Step 3/ Year 3	\$26.69	\$27.23	\$28.05
Step 4/ Year 4	\$29.00	\$29.58	\$30.47
Step5/ Year 5	\$31.62	\$32.26	\$33.23
Firefighter EMT Non 40 Hr Hired before 1/1/14			
Prob.Firefighter/EMT (1st) year	\$21.16	\$21.58	\$22.23
Firefighter/EMT (1 to 2 yrs)	\$25.32	\$25.83	\$26.60
Sr. Firefighter/EMT (after 2 yrs)	\$29.77	\$30.37	\$31.28
Firefighter/EMT, non 40 hour (hired after 1/1/14)			
Prob. Firefighter/EMT step 1	\$18.93	\$19.31	\$19.89
Firefighter/EMT Step 2	\$21.49	\$21.92	\$22.58
Firefighter/EMT Step 3	\$23.54	\$24.01	\$24.73
Firefighter/EMT Step 4	\$25.58	\$26.09	\$26.87
Firefighter/EMT Step 5	\$27.90	\$28.46	\$29.31
Firefighter/Paramedic 40Hr			
Step 1/Start	\$25.56	\$26.07	\$26.85
Step 2/Year 2	\$27.83	\$28.38	\$29.23
Step 3/ Year 3	\$30.09	\$30.69	\$31.61
Step 4/ Year 4	\$35.79	\$36.51	\$37.60
Step5/ Year 5	\$39.62	\$40.41	\$41.62
Firefighter/EMT,40hr (hired after 1/1/14)			
Prob. Firefighter/EMT Step 1	\$22.56	\$23.01	\$23.70

Firefighter/EMT Step 2	\$24.55	\$25.04	\$25.79
Firefighter/EMT Step 3	\$26.55	\$27.08	\$27.89
Firefighter/EMT Step 4	\$31.57	\$32.20	\$33.17
Firefighter/EMT Step 5	\$34.96	\$35.66	\$36.73
Fire Inspector, 40 hours (hired before 1/1/14)			
Sr. Inspector (after 2 years)	\$39.63	\$40.42	\$41.63
Inspector (1 to 2 yrs)	\$34.07	\$34.75	\$35.79
Prob Inspector	\$28.65	\$29.22	\$30.10
Lieutenant (Competitive Promotional Position)			
Non 40 hour	\$35.34	\$36.05	\$37.13
40 hour	\$44.18	\$45.06	\$46.41

## ARTICLE 20

### SCHEDULING

#### **Section 1**

Scheduling shall be done to assure public safety and the efficient operation of the department. The scheduling shall be done by the Assistant Chief or his designee.

#### **Section 2**

Any request for time off or to move or cancel time off must be submitted in writing no later than 7 days in advance of the date. No time off may be moved or changed once overtime has been filled for that position. The Chief in his sole discretion may wave the time requirement and approve time off requests with less than 7 calendar days' notice. The leave described in Article 28 and 29 of this CBA shall not be counted as "off" for the purposes of calculating the number of employees permitted "off" at the same time.

#### **Section 3**

In order to maintain adequate staffing and assure public safety, no more than three (3) bargaining unit members may be off on vacation time, personal time, compensatory time or discretionary training leave at the same time. This number may be adjusted up by one (1) at the discretion of the Chief or his designee. If two employees are scheduled to take their Kelly Day on the same day, only the first person listed shall be counted as "off" for purposes of calculating the maximum number of employees permitted off at the same time.

The City shall establish an overtime mandation list at the start of each calendar year. That list shall comprise all regular full-time bargaining unit members, in order of reverse seniority. Newly promoted or hired Firefighters shall be added to the top of the list on the date of their hire.

In the event there is an open overtime shift, assignment of the shift shall first be offered to bargaining unit members then offered to part-time employees of the department. If no one is available for the overtime shift, the Shift officer shall mandate enough bargaining unit members or Lieutenants from the crew that worked the previous 12-hour shift to hold over to cover the shift. The bargaining unit member or Lieutenant with the lowest number of overtime hours will be mandated. If more than one (1) bargaining unit member or Lieutenant have equally low overtime hours, the least senior will be mandated. This procedure shall be followed for each opening that is required to be filled.

An employee may be mandated to report back to work for the night shift if needed. However, if continued attempts to find coverage are successful that person will be notified they are no longer mandated to return for the second half of the shift.

An employee who is mandated to work may attempt to find coverage and “give away” all or part of the shift. No person shall be mandated to work if doing so will put them over 48 hours of consecutive work time. No person coming off 48 hours of consecutive work time shall be mandated during the following 24-hour period. No person working a trade, overtime shift or who has 24 hrs. scheduled off on their next shift shall be mandated for the open shift.

No bargaining unit member shall be mandated to work if the Battalion Chief is off and that position is being filled with an acting officer. No bargaining unit member shall be mandated to work to fill a non-bargaining unit member call off.

#### **Section 4**

Overtime is not guaranteed. If overtime is requested and filled and then if that overtime is no longer needed it may be cancelled and the time will be rescinded. The person who was filling the overtime will be placed back on the overtime list at the top of the list. Every attempt will be made to find a replacement overtime slot for the person affected.

## **ARTICLE 21**

### **LONGEVITY**

#### **Section 1      “Shift” employees**

All 24/48 hour employees who are covered under this agreement, shall be paid the following longevity amounts, based on the hourly rate as of December 31 of the previous year time 2808 hours.

5 through 9 years of service	-	<b>1.5 %</b>
10 through 19 years of service	-	<b>2.5 %</b>
20 years plus	-	<b>3.5%</b>

These amounts are to be paid after the employee's service date occurring during the calendar year. All prior years of full-time active service with the City, regardless of whether or not a break in service has occurred, shall be credited toward calculating Longevity pay. If a 24/48 hour employee's anniversary date is between January 1<sup>st</sup> and June 30<sup>th</sup>, longevity shall be paid in June. If a 24/48 hour employee's anniversary date is between July 1<sup>st</sup> and December 31<sup>st</sup>, longevity shall be paid in December.

## **Section 2      40 Hour employees**

All 40 hour employees shall be paid the following longevity amounts, based on the hourly rate as of December 31 of the previous year times 2080 hours.

5 through 9 years of service	-	<b>1.5 %</b>
10 through 19 years of service	-	<b>2.5 %</b>
20 years plus	-	<b>3.5%</b>

These amounts are to be paid after the employee's service date occurring during the calendar year. All prior years of full-time active service with the City, regardless of whether or not a break in service has occurred, shall be credited toward calculating longevity pay. If a 24/48 hour employee's anniversary date is between January 1<sup>st</sup> and June 30<sup>th</sup>, longevity shall be paid in June. If a 24/48 hour employee's anniversary date is between July 1<sup>st</sup> and December 31<sup>st</sup>, longevity shall be paid in December.

## **Section 3**

If in the future City Council passes an Ordinance changing this benefit for Employees hired after a specified future date, then the change will be in effect for those covered under the agreement hired after that also. This will be an automatic change which will not require further negotiation at the time.



## ARTICLE 22

### HEALTH INSURANCE

#### Section 1

The Employer agrees to provide bargaining unit members the same health care options as are provided to all other non-union city employees. Employees covered under this agreement shall pay through payroll deduction the same cost for health care as all other non-union city employees.

## ARTICLE 23

### UNIFORMS / TURNOUT GEAR

#### Section 1

Required equipment and apparel shall be provided by the City at no cost to the employee except for undergarments, socks, belts, and running shoes. All equipment and uniforms issued by the employer is to be worn or utilized when on duty or otherwise authorized by the employer and remains property of the City. No insignia or other uniform which has not authorized for use by the City shall be worn by the employees while on duty.

Upon presentation of a paid receipt the employer will reimburse the employee up to one hundred seventy-five (\$175.00) dollars, per calendar year, towards the purchase of duty footwear. This benefit does not accrue year to year, and is subject to IRS rules.

The City at their discretion may provide at no cost to employees who are covered under this agreement a Laundry Service for the purpose of providing and cleaning of uniforms.

#### Section 2 Duty Uniforms

Full Time employees covered under this agreement shall upon hire receive the following uniforms:

- Five (5) pair station wear work pants
- Five (5) pair station wear work shirts
- Five (5) department T-shirts
- One (1) EMS jacket
- One (1) pair of departmental shorts

Two (2) departmental sweatshirts  
One (1) departmental winter knit cap

Items listed shall be replaced on an as needed basis at the discretion of the employer.

### **Section 3 Dress Uniforms**

Upon completion of his/her probationary period, each employee covered under this agreement shall receive a complete ensemble departmental Class A uniform at no cost to the employee. This uniform shall also be replaced or repaired at the discretion of the employer on an as needed basis at no cost to the employee. The total cost of this uniform shall not exceed 350.00. The employer is not responsible for the cleaning of the dress uniforms.

### **Section 4 Firefighting Protective Gear**

All turnout gear at the time of purchase shall exceed the minimum NFPA guidelines for structural firefighting, and shall be maintained and repaired or replaced through guidelines established by the City. The fire chief in his sole discretion will decide the manufacturer and specifications of all uniforms and protective equipment in this article.

The City shall provide at no cost to the employee annual SCBA face- piece (OSHA) fit test, and maintain the record of said fit test. Each employee covered under this agreement shall receive the following turnout gear items:

- One (1) departmental approved helmet
- Two (2) NFPA approved hood
- One (1) NFPA approved turnout coat
- One (1) pair departmental approved suspenders
- One (1) pair NFPA approved turnout pants
- One (1) pair NFPA approved leather pull-up boots
- Two (2) pair NFPA approved fire gloves
- One (1) pair departmental extrication gloves
- One (1) 800 MHZ radio
- One (1) departmental webbing
- One (1) departmental approved SCBA face-piece
- One (1) departmental approved SCBA face-piece bag

No employee may wear Personal Protective gear not issued by the employer while on duty or at any training approved by or sponsored by the City of Sharonville. All equipment covered by this article will remain the property of the employer and equipment must be returned when it is replaced unless waived by the fire Chief or his designee.

## ARTICLE 24

### HOLIDAYS

#### **Section 1**

24/48 Hour and 40 Hour employees covered under this agreement shall be compensated an additional hour of pay for each hour of a holiday worked. The observed holidays are:

New Year's Day

Martin Luther King Jr. Day

Presidents Day

Good Friday for 40 Hr. Employees

Easter Sunday for 24/48

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

In addition to the Holidays listed above, any special holiday declared to be a holiday by the President of the United States, the Governor of the State of Ohio, and approved by the Sharonville City Council shall be allowed as an additional holiday.

#### **Section 2 24/48 HOUR EMPLOYEES**

24/48 Hour Employees: The date of the actual recognized holiday shall be considered as the observed holiday. A 24/48 hour employee forfeits holiday pay if he/she does not work his/her scheduled unit day before and after the holiday, unless the absence is excused and the employee has sick leave available and is not under disciplinary suspension.

**Section 3 40 HOUR EMPLOYEES**

Whenever a holiday shall fall on Sunday, the succeeding Monday shall be observed as the holiday. Whenever a holiday shall fall on Saturday, the preceding Friday shall be observed as the holiday.

If a 40 hour employee is on authorized vacation, sick leave, or other leave with pay when a holiday occurs, such holiday shall not be charged against such leave.

**ARTICLE 25**

**PERSONAL / HOLIDAY TIME**

**Section 1**

Personal / Holiday time is a compensated benefit to be counted as hours worked. Total hours allowed each year shall be 120 hours and may be used at the employee's discretion for the purposes of time off, or other approved leave under this agreement, or other leave approved by the Chief or his designee. Personal time allowed each year for 24/48 hour employee's shall be 24 hours. Holiday time allowed each year for 24/48 hour employee's shall be 96 hours. All personal and holiday time off for the year must be scheduled by July 1st. Time not scheduled by July 1st will be scheduled for the Employee by the city and may not be changed.

**Section 2**

Personal time allowed each year for 40-hour employee's shall be 8 hours.

**Section 3**

Employees in their first year of employment shall be given Personal/Holiday time off according to the schedule below.

<b><u>Start Date on or Before</u></b>	<b><u>Holiday</u></b>	<b><u>Personal</u></b>	<b><u>Total</u></b>
New Year's Day	96	24	120
Martin Luther King Day	84	24	108
President's Day	72	24	96
Good Friday	60	24	84
Memorial Day	60	24	84

No employee may use any Holiday or Personal time for the first six months of employment.

## ARTICLE 26

### VACATION

#### Section 1

Vacation time is a compensated benefit to be counted as regular hours worked and used at the employees discretion for the purposes of vacation, or other approved leave through this agreement or other purposes allowed by the Chief or his designee. All employees covered by this Agreement, who have been employed greater than one (1) year shall earn vacation as listed below;

<u>Years</u>	<u>24/48 tour Hours</u>	<u>40 hr workweek Hours</u>
1-3	120	80
4	120	88
5	120	96
6	144	104
7	144	112
8	144	120
9	168	128
10	168	136
11	168	144
12	192	152
13	192	160
14	192	168
15	216	176
16	216	184

17	216	192
18+	240	200

**Section 2 24/48 hour employees**

New 24/48 hour employees shall earn vacation for the following year at the rate of ten (10) hours per month. This earned vacation may be taken in the first full calendar year of employment.

**Section 3 40 hour employees**

New 40 hour employees shall earn vacation for the following year at the rate of six and six-tenths (6.6) hours per month. This earned vacation may be taken in the first full calendar year of employment.

**Section 4**

Vacation may be taken in 12 or 24 hour increments. Time off for the following year may be requested between November 1 and November 15 of the previous calendar year. This time will be held and after November 15th will be scheduled by seniority. All requests for time off must be time and date stamped prior to submission. After this initial period, time off request will be filled on a first come first served basis and any ties will be broken by seniority. All time off must be scheduled by August 1st for the remainder of the year. Time not scheduled by August 1st will be scheduled for the employee by the city. Once a day has been scheduled that person may not be "bumped" from that day by a person with more seniority.

**Section 5**

Any 24/48 hour employee who has more than 120 hrs and any 40 hour employee who has more than 80 hrs may sell back excess vacation time in accordance with city policy.

**ARTICLE 27**

**SICK LEAVE**

**Section 1**

Sick time is an accrued compensated benefit, and used as necessary by the employee for the purposes of personal illness, family member illness, maternity leave, funeral leave, and any approved leave approved by the Chief or his designee.

Employees may have three sick time occurrences in a calendar year that will count as hours worked. After three occurrences, a Physician's note will be required for any subsequent sick time usage and these hours, while paid, will not count as hours worked. A Physician's note will be required for any absences under the city's FMLA policies.

## **Section 2**

Sick time accrual rates for 24/48 hour employees covered under this agreement are 13.5 hours per month not to exceed 162 hours annually. Sick time accrual rates for 40 hour employees covered under this agreement are 10 hours per month not to exceed 120 hours annually.

## **Section 3**

### **Employees hired prior to 1/1/2014**

Sick time can be bought back by the City from each employee who has attained a balance of time over nine-hundred sixty (960) hours, the City will buy back those hours at a rate of one (1) for two (2), to a max of two-hundred forty (240) hours per year. Sick time will be bought back by the City from each employee at a rate of one (1) for one (1), up to a maximum of 1440 hrs upon retirement.

### **Employees hired after 1/1/2014**

Sick time will be bought back by the city from each employee at a rate of one (1) for one (1), up to a maximum of 360 hours for a 24/48 hour employee and 240 hours for a 40 hour employee upon retirement. There is no annual sick time buy/back program for employees in this group.

### **Eligibility Definition**

An employee who has at least 10 years of service with the City of Sharonville, and will be receiving a service pension or a duty-related disability pension from an Ohio Public Pension fund.

## ARTICLE 28

### MISCELLANEOUS LEAVES

#### **Section 1 MATERNITY/PATERNITY LEAVE**

An employee who becomes pregnant must as soon as practical notify the Employer of her condition for the safety of the employee and the unborn child. The employee will be allowed to work as long as she wishes, provided she furnishes the Fire Chief with written approval from her doctor and provided she can perform the job satisfactorily and safely. Any leave taken for maternity or conditions related to pregnancy or adoption will count toward the 12 week total available under FMLA. This leave will follow the city FMLA policy.

#### **Section 2 JURY DUTY**

Permanent or probationary full time employees called for jury duty are granted leave and receive their regular pay (up to a maximum of 15 days per year). Employees are excused each day for time spent in jury duty and are expected to be at work otherwise (allowing for reasonable travel time). Any fees received for jury duty may be retained by the employee.

#### **Section 3 MILITARY TRAINING LEAVE WITH PAY**

Full time employees assigned to a military reserve unit will be paid for up to 408 hours of active military training per year. Such leave will be granted upon presentation of proper military orders. Personnel who are members of military reserve units, National Guard units, etc., shall furnish copies of the meeting schedules of such units to the Fire Chief or his designee, in so far as is possible, at least thirty days in advance of such meetings. In the event that it is not possible to furnish such copies thirty days in advance, same shall be so furnished as soon as the meeting dates become known to the affected person. Personnel who are members of military reserve units, National Guard units, etc., shall furnish copies of military orders necessitating absence from fire/ems duties for any period of more than four consecutive working days to the Fire Chief or his designee, upon receipt of such order.

Military training and military pay are calculated from the first calendar day the employee is paid by the military through the last such day (excluding weekends, holidays, and normal off days). If the gross military pay (excluding all allowances for travel, food, and housing) is less than the employee's Employer hourly rate, he/she shall receive the difference. The employee must submit his military orders to the Fire Chief for forwarding to the City Treasurer. In practice, the employee receives full pay during the military training period and then upon his return a gross pay adjustment is deduced from the next paycheck. The deduction is equal to the total military pay received, based on the current year's military pay chart, excluding weekends, holidays and allowances for travel, food and housing.



Employees entering extended military duty in the Armed Forces of the United States upon expiration of their military duty shall be entitled to reinstatement, compensation, and benefits in accordance with Ohio law and federal law, 38 U.S.C. A, §4301 et seq.

**Section 4   FAMILY MEDICAL LEAVE ACT.**

This leave will follow the City of Sharonville FMLA policy.

**SECTION 5   FUNERAL LEAVE**

Employees covered under this agreement shall be granted upon request to the Administrative Assistant Chief or his designee. The length of the leave depends on the following:

A. Death in the immediate family (spouse, parent, parent in law, child, sibling, grandchild, grandparent, legal guardian or member of the household) – five consecutive work days for 40 hr employees and 2 consecutive shifts for 24/48 employees near the death or burial date.

B. Death of any other relative- One day to attend the funeral. A Maximum of five (5) days for 40 hr employees and three (3) shifts in a calendar year can be used to attend funerals of relatives not in the immediate family.

C. Employees must attend the funeral in order to use sick leave as provided in this section. Proof of death and the employee’s attendance at the funeral may be required at the discretion of the Fire Chief.

D. When used for funeral leave, the hours listed in this section shall be counted as sick hours from the employee’s sick time bank.

E. When used for a Fire Department or a City funeral detail, the hours shall be counted as hours worked.

F. Additional leave may be granted upon request to accommodate long travel, or other circumstances approved by the Chief.

G. Sick leave with pay / family may be utilized in the event of the death of an ex-spouse with minor children up to a maximum of 2 consecutive shifts.

## ARTICLE 29

### INJURY LEAVE AND INJURED ON-DUTY LEAVE

#### **Section 7.1 Eligibility for Injured/Illness on Duty Pay (IOD)**

1. The City believes that it is important and appropriate to provide continuation of income to IOD full-time and benefits-eligible part-time employees. A full-time or benefits-eligible part-time employee who becomes disabled as the direct result of the lawful and appropriate performance of their work assignment may, on the approval of the Safety/Service Director, receive their base salary for the period of such disability but not to exceed one year (365 calendar days) following the last day worked.

2. An independent medical exam (IME) as provided for by the appropriate Ohio Bureau of Workers Compensation (OBWC) laws. The purpose of the IME is determining the ability of the injured employee to return to full or restricted duty. Any restricted duty must be approved by the Safety/Service Director or designee.

3. Full day and partial day absence for eligible IOD leave will be considered FMLA leave.

4. No injury with pay benefits will be paid out after 18 months (549 calendar days) following the original date of the injury regardless of the total amount of time the employee has drawn IOD benefits for that injury.

5. In order to be eligible for IOD benefits, the employee must file a claim with OBWC as soon as practicable following the date of work related injury or illness. No IOD benefits shall be payable unless the employee has qualified to receive OBWC benefits.

a. The employee will be required to seek and receive immediate medical attention from an appropriate health care provider and file an appropriate workers' compensation claim for the medical treatment.

b. Employees who receive IOD benefits must immediately turn over to the City all compensation benefits received by the employee from OBWC (other than those payable for actual medical treatment).

c. In the event that the OBWC ultimately determines that the injury or illness is not job-related or that the employee is otherwise ineligible for OBWC compensation benefits, any IOD benefits paid by the City under this policy shall be deducted from the employee's accrued but unused sick leave, vacation time, and/or compensatory time or reimbursed by the employee to the City through a cash payment or through payroll deduction if a balance does not exist.

6. In determining whether to grant IOD benefits to any employee, the City is not bound by any decision of the OBWC granting compensation benefits to the employee.

7. Disability pay or benefits from any other source shall be considered as wages and the employee's City wages will be adjusted accordingly. Disability retirements shall not cause a deduction from the employee's sick leave.

8. If the employee has received IOD benefits in excess of such accrued but unused sick leave, vacation time, and/or compensatory time, the difference shall be reimbursed by the employee to the City through a cash payment or through payroll deduction.

9. While on IOD leave, the employee is prohibited from participating in any outside employment, volunteer activities or activities comparable to those a health care provider has restricted the employee from performing in the workplace. Violation of this policy will result in the appropriate level of discipline action, including termination of employment. The employee will reimburse any IOD benefits paid by the City. Payment shall be deducted from the employee's accrued but unused sick leave, vacation time, and/or compensatory time or reimbursed by the employee to the City through a cash payment or through payroll deduction if a balance does not exist.

### **Section 7.2 Establishing an Injured on Duty Claim**

1. The City shall consider the medical judgment of a health care provider selected and paid by the City concerning the employee's ability to perform non-restricted or restricted work.
2. The City shall determine the nature or availability of restricted work accommodations. Medical decisions provided by a health care provider selected and paid by the City shall be considered an IOD benefits determination.
3. If the City and the employee disagree concerning a decision of the City not to pay IOD benefits, the City and employee may jointly choose a second health care provider to conduct an examination, evaluation, and recommendation. The opinion of the second health care provider shall be binding on both the City and the employee. The employee and the City shall equally share the cost of the second health care provider.
4. The injured employee shall furnish to the City Administration the written report of the health care provider fully describing the nature and extent of the employee's injury or illness, the effect of the injury or illness on the employee's ability to perform full or restricted duties, and the anticipated time period for recovery from the injury or illness. The employee shall authorize the treating health care provider to release all requested medical information to City Administration regarding the employee's injury or illness. Failure or refusal of the employee to release such medical information may result in disqualification from IOD benefits.

### **Section 7.3 Transitional Work Program**

1. The City is committed to the safety and health of our employees. It is the policy of City to effectively manage workers' on or off duty injuries while maintaining the working status of each employee. The City will employ strategies to return the injured employee to work as quickly as possible.
2. The Transitional Work Program will benefit City employees by providing an opportunity to build strength and stamina to return to regular job duties. Participants in the program will be paid at the regular hourly rates for the hours worked.
3. While an employee is participating in the Transition Work Program, the employee is prohibited from participating in any outside employment, volunteer activities or activities comparable to those a health care provider has restricted the employee from performing in the workplace. Violation of this policy will result in the appropriate level of discipline action, including termination of employment.
4. The goals of the program:
  - A. Disability Prevention  
Returning the employee back to work efficiently after the injury can prevent further disability.
  - B. Early Intervention  
By timely utilization of the Transitional Work Program and medical services, the employee will receive early intervention and resolution of disabilities efficiently.
  - C. Proactive Transitional Work Strategies  
While participating in the Transitional Work Program, the employee will receive assistance to help them progress back to the original job. Such assistance may take the form of: functional capacity evaluation, job analyses, temporary job assignment and modified duty tasks, job accommodations and safe work practices training.

Please see Policies Appendix K for the Transitional Work Program procedure manual.

### **Section 7.4 Safe Working Responsibilities**

It is the responsibility of every employee to insure that the workplace is free from hazards that could cause injury or illness to any employee. Therefore, it is the responsibility of every employee to follow all rules, policies, procedures and common sense workplace activities that have been established to reduce the possibility of injury to them self or other employees.

Failure or refusal of any employee to comply with paragraph 7.4 (1) above that could result or does result in the injury or illness of the employee or any other employee shall

be subject to the appropriate disciplinary action including termination of employment.

## **ARTICLE 30**

### **LIGHT DUTY**

#### **Section 1**

An employee covered under this agreement, who becomes injured off duty and is however able to perform a reduced job assignment, per their attending physician, may be permitted to perform light duty work, providing a light duty assignment exists. The existence or non-existence of a light duty assignment shall be at the sole discretion of the Fire Chief.

The following procedures must be followed to be eligible for any light duty assignment.

Once an employee covered under this agreement has been released for light duty by his physician, the following procedure will be followed:

b.

Within 24 hours of receiving notification from his physician regarding his or her suitability for light duty, the member shall submit written notification of his availability for light duty to the Fire Chief. Such notification shall be accompanied by a "Physician's Certificate of Disability" which the member's physician has completed and signed.

(The City reserves the right to require the member to have a physical examination by a physician of the City's choice, at the City's expense.)

If a light duty assignment is available, and if the member is scheduled to return to full duty within eight (8) weeks, a concerted effort shall be made to place such member in a position compatible with his physical limitations and accordance with his normal work schedule.

Should the anticipated length of light duty assignment exceed the eight (8) week period, the Chief shall be free to schedule such light duty assignments to conform to the staffing needs of the Department regardless of the regular work schedule of the member. In no event shall light duty exceed 12 weeks.

Light duty shall in no way permit the individual to serve in a fire attack/EMT Paramedic position, but may consist of any other duties within the Fire Department that are compatible with the physical condition of the member, as attested to by his physician and approved by the Department.

Anytime a 24-hour employee is on light duty their pay shall be adjusted to the 40-hour rate as long as the injury occurred while off duty. The benefit accumulation shall remain the same as if they were still on the 24 hour shift. However, in order to account for the difference in accumulation rates between the shifts any leave taken while on light duty shall be charged at 12 hours of time for 8 hours of leave.

As a condition of returning to duty after an injury a Fitness for Duty form must be filled out by the treating Physician and returned.

## **Section 2**

Any employee on light duty may not work at another employer, or as a volunteer for any organization, without the approval of the Fire Chief for the duration of light duty assignment.

## **ARTICLE 31**

### **LINE OF DUTY DEATH**

#### **Section 1      Definition**

For the purpose of this Article, "In the Line of Duty" shall mean the official duties provided by the employer, including any duties arising out of agreements that the employer may have entered into for the performance of services on behalf of other villages, cities, or municipalities, or federal agencies or as otherwise imposed by law.

Local 4498 agrees to provide a form for each member with the information requested in this article filled out to be filed in the employee's Medical File in the Administrative Offices.

In the event of a line-of-duty death, the City agrees to notify the Local 4498 union president and vice-president and shall be prepared to supply the following information as soon as possible:

- Member's full name
- Member's age at death
- Member's rank
- Member's Social Security Number (US) or Social Insurance Number (CAN)
- Date of death
- Cause of death (if known)
- Name/Address/Telephone number of spouse (married);  
parents (single) or next of kin.
- Names/Ages of children
- Name/Address/Telephone number of mayor/local jurisdiction  
official

Name/Address/Telephone number of fire chief

## **Section 2 Death Benefits**

The City agrees to pay a death benefit in accordance with the policies of the city's insurance company who will determine if the death is considered a line of duty death. The city further agrees that they will carry an insurance policy on each person covered by this agreement in an amount not to be less than the annual base salary of the employee. This does not include any overtime.

## **Section 3 Order of benefit disbursement**

There shall be a beneficiary named by each employee to receive benefit in the event of the death of that employee. Payment will be made to the beneficiary listed or the alternate if said beneficiary is ineligible for receipt of the benefit.

## **Section 4 Line-of-Duty Death Investigation**

The City and the Union agrees to, and shall authorize a line-of-duty death investigation for any incident where there has been multiple deaths, a single death with unusual circumstances, or an incident of serious fire fighter injuries with unusual circumstances.

The City and the Union agree that such investigation shall be handled by a internal investigation team jointly comprised of Union and Fire Department appointments. Each shall have three (3) representatives on the investigation team. Additionally, external investigations may be ongoing by various agencies. (ie: NIOSH, The State of Ohio Highway Patrol, Hamilton County Sheriffs Office, etc). If there are events that appear unusual it will be treated as a crime scene and will be investigated by law enforcement and fire agencies from outside the City of Sharonville.

All reports shall be released to the Union no later than 48 hours prior to their being released to the public.

# **ARTICLE 32**

## **TUITION ASSISTANCE / TRAINING LEAVE**

### **Section 10.1 Purpose of Reimbursement**

The City recognizes the importance of continuing education in the personal and career development of its employees. To assist and encourage employees' development, the City shall provide limited financial assistance for approved educational courses and

required textbooks.

### **Section 10.2 Employee Eligibility**

Tuition assistance shall be available to full-time employees of the City who satisfy all of the following requirements:

- A. Minimum of one year (365 calendar days) of full-time service with the City at the date that the course(s) begins.
- B. Achievement and maintenance of at least an "average" performance evaluation rating in the employee's current position.
- C. The employee must not have used more than ten sick days for the previous twelve months (365 calendar days) excluding sick days which were documented by an acceptable statement from the employee's health care provider, births, deaths in the family or vacation/compensatory time used in lieu of sick time.
- D. With the exception of counseling or a written reprimand, an employee shall not have received any disciplinary action during the past twelve months (365 calendar days) prior to the date that the course(s) begin.

### **Section 10.3 Course Eligibility**

Eligible courses include those that:

- A. Are related to the employee's current position with the City;
- B. Will maintain and/or improve the employee's job performance;
- C. Will contribute to the employee's career development with the City;
- D. Serve to strengthen basic literacy skills such as reading, writing or mathematics; and
- E. Help the employee to fulfill the requirements for attaining a high school diploma or GED certification.

### **Section 10.4 Eligible Institutions**

- 1. Institutions must be state accredited.
- 2. All courses and institutions shall be evaluated by the Department Manager on an individual basis, and approved by the Deputy Safety/Service Director or designee.

### **Section 10.5 Management Approval**

- 1. In order to be considered for reimbursement and comply with IRS guidelines, prior written approval must be obtained from the employee's Department Manager, and the Deputy Safety/Service Director or designee.
- 2. The Department Manager shall be responsible for verifying eligibility of the employee, qualifying courses and the accreditation of the institution, and submitting the recommendations to the Deputy Safety/Service Director or designee.

### **Section 10.6 Reimbursement Schedule**

- 1. The tuition assistance benefit is established as a reimbursement program to help cover the partial cost of tuition and laboratory fees. The maximum amount of educational



assistance is limited to two thousand five hundred dollars (\$2,500) per calendar year per employee. Unused tuition assistance is noncumulative, running from January 1 through December 31. Any unused benefit shall be forfeited for that year. At the end of the course, the employee shall submit a grade transcript and a receipt for payment from the institution.

2. Textbooks required for the course(s) are a reimbursable expense. Textbook reimbursement shall be at 100% upon successful completion of the course(s). Request for textbook reimbursement shall be accompanied by a receipt and title of textbook.

3. There shall be no reimbursement for transportation, meals or time spent in the classroom. Request for reimbursement shall be filed within ninety calendar days following successful completion of the course. In the event it becomes necessary to change or modify the program, the appropriate Department Manager shall be notified of the proposed change and the effective date. Any course which is in progress and has been previously approved shall be honored.

4. Tuition reimbursement shall be determined as follows:

A	100%
B	90%
C	75%
D	75%
Pass	75%
D/F	0%
Audit	0%
Withdraw or incomplete	0%

### **Section 10.7 Obligation of Employment**

1. To receive reimbursement for a course and textbooks, the recipient shall agree to remain a full-time employee of the City for a period of thirty-six months (1,095 calendar days). Employment credit shall commence on the first day of the month after the completion of the course. If for any reason, other than lay off, the employee fails to complete the thirty-six month obligation, all reimbursement expenses shall be repaid on a pro-rated basis to the employee. Such repayment shall be deducted from the employee's final pay. If the employee's final pay does not cover the financial obligation, the City may make an

effort to recover the unpaid amount.

2. Upon termination of employment, the employee shall be required to pay the remainder of the unexpired reimbursement obligation in full or by agreement as may be approved by the Safety/Service Director. The Safety/Service Director shall have the right to waive the reimbursement obligation for employee(s) retiring as a result of a work related disability.

### **Section 10.8 Training Leave**

Employees covered under this agreement shall receive a maximum of forty-eight (48) hours per year of paid training leave. All paid training shall be approved by the Chief at his sole discretion.

## **ARTICLE 33**

### **ANNUAL MEDICAL PHYSICALS AND TESTING**

#### **Section 1**

The City shall provide at no cost to employee's covered under this agreement an annual medical physical, to include but not limited to : complete blood count, blood glucose, cholesterol, liver and kidney function, pulmonary function, vision and hearing, cardiac EKG's, chest x-ray and PSA screening.

#### **Section 2**

An employee who is covered under this agreement who has reached the required age to have a cardiac stress test performed per NFPA Standards, shall have the said cardiac stress test added to the employee's annual physical at no cost to the employee.

Testing facilities and physicians are to be selected by the City, all testing records shall be maintained by the City and each employee shall receive a copy of their test results.

#### **Section 3**

All files generated by medical testing shall remain confidential and not accessible to the public for review.

#### **Section 4**

Any employee who is declared unfit for duty as the result of the annual physical shall be placed on sick leave until cleared to return to full duty. Any employee who is unable to be cleared for full duty after exhaustion of their paid time off will be placed on unpaid leave not to exceed six (6) months. This period of unpaid leave will be extended for

those who have filed for a disability pension and are awaiting an award. If after the time periods above the employee is still declared unfit for duty they may be discharged without the right of appeal. If there is a dispute on the fitness for duty of an employee between the employees medical care provider and the contract physician, who performed the physical, it will be resolved by third party Health care Provider. This third party Health Care Provider shall be mutually chosen by the Union and the City. The Opinion of this Third Party Health care Provider shall be binding on both parties. The cost of this third party provider shall be shared equally by the Union and the City.

## **ARTICLE 34**

### **PHYSICAL FITNESS**

#### **Section 1**

The IAFF and the City agree that fitness is paramount in the fire service, furthermore recognizing fitness training on duty as part of the firefighters work routine. Therefore, physical fitness facilities and equipment shall be made available at each station, and each 24/48 hour employee shall be allowed one and one half (1.5) hours of fitness training per shift, to be taken at the discretion of the company or shift officer.

40 hour employees shall not be permitted to work out while on duty, however, they may work out during their lunch period if they so desire.

## **ARTICLE 35**

### **PROMOTIONS/FILLING OF POSITIONS**

#### **Section 1 Filling of Positions**

Vacancies, in existing or newly created positions within the City of Sharonville Fire Department shall be filled by competitive examination. If only one person who is qualified for the position is interested that person shall be given the position. The Fire Chief may at any time change an employee's work schedule assignment between 40 hr and non 40 hr schedules if agreed to by the employee.

The position of Fire Inspector shall be filled by examination from the rank of non-probationary Firefighter-Paramedic/Firefighter-EMT. If only one qualified employee from the rank of non-probationary Firefighter-Paramedic/Firefighter-EMT is interested, then the examination shall be opened to eligible employees in the rank of Lieutenant. If, after opening the examination to non-probationary Full-time Firefighters and non-probationary

Lieutenants there is still only one qualified employee interested, then the City may open the examination process to any interested individuals. The City may fill the position of Fire Inspector by choosing among any person who scores in the top three of the certified list.

If there is no candidate who is qualified for the position and it becomes necessary to fill the position by assignment and to change the employee's work schedule assignment between 40 hr and non 40 hr without agreement of the employee, the position shall be filled by the Fire Chief by assigning a person from the bottom TEN (10) on the seniority list.

## **Section 2. Promotions**

When a vacancy occurs in the promoted rank immediately above the rank of regular fireman, no person shall be eligible to take the examination unless he has served twenty-four months in the rank of regular firemen, provided in those cases where there are less than two persons in the rank of regular firemen who have served twenty-four months therein and are willing to take the examination, this service requirement does not apply. This time does not include the probationary period.

When a vacancy occurs in a promoted rank, other than the promoted rank immediately above the rank of regular fireman, no person shall be eligible to take the examination unless the person has served twelve months in the rank from which the promotion is to be made, provided that in those cases when there are less than two persons in that next lower rank who have served twelve months in that rank and who are willing to take the examination the twelve months service requirement shall not apply.

If the non-application of the twelve month service requirement to persons in the next lower rank does not produce two persons eligible and willing to compete, then in addition to those qualified applicants not otherwise eligible from within the department the city may advertise, test and hire qualified candidates from outside the department.

## **Section 3 Promotional Testing and Material**

Promotional examinations for positions within a fire department shall relate to those matters which test the ability of the person examined to discharge the particular duties of the position sought and shall be in writing, and may include the assessment of the candidates ability to perform essential job functions for the promoted position.

## **Section 4 Examination Grade Credit**

Those persons who compete in a promotional examination in accordance with the rules of the civil service commission shall have added to their grade credit for seniority.

Credit for seniority shall be given as follows: one point shall be added for each of the first four years of service and six-tenths of a point shall be added for each year for the next ten years of service.

In computing the credit for seniority, half of the credit above set out shall be given for a half year of service. Credit for seniority shall be based only on service in the City of Sharonville Fire Department as a full time civil service employee and the service provided for in the next succeeding paragraph.

When service in the City of Sharonville Fire Department is interrupted by service in the armed forces of the United States, seniority credit shall be granted in promotional examinations for the time so served. No additional credit for military service shall be allowed in promotional examinations.

### **Section 5 Testing process**

Civil Service at the recommendation of the Fire Chief shall determine the need and post the position to be tested for. The posting shall include the application time period, date and location of the written test. All applicants shall have a list of materials from which the test is derived as a study guide. Upon completion of the written exam, all applicants shall be ranked in order of test score. Civil Service will create an eligibility list. Applicants shall compete in a competitive assessment center given by a third party, as approved by the Fire Chief. Upon completion all applicants assessment center scores shall be combined with their written test score to create the selection list from which the promotions shall be taken from.

### **Section 6 No credit issuance**

No credit for seniority, efficiency, or any other reason shall be added to an applicant's grade unless the applicant achieves at least the minimum passing grade on the examination without counting such extra credit.

### **Section 7 Protesting of examination**

All protests with respect to rating keys or answers shall be determined by the commission within a period of not more than five days, exclusive of Saturdays, Sundays, and holidays, and its decision shall be final.

If the commission finds an error in the rating key or answer, it shall publish a revised rating key within five days of its finding of such error or errors. The revised rating key or answer shall then be available to participants for a period of five days, exclusive of Saturdays,

Sundays, and holidays, subsequent to such determination of error or errors.

After the grading of such examination papers, any participant in the examination who deems his examination papers have been erroneously graded shall have the right to appeal to the commission, and said appeal or appeals shall be heard by the commission.

### **Section 8 Eligible Lists**

The names of the examinees shall be placed on the eligible list in accordance with their grades: The one receiving the highest grade shall be placed first on the list. In the event two or more examinees receive the same grade, the date of application for the position shall be used to determine the order of their names on the list. The top three names shall be provided for the appointment of one person to the position. Eligible lists established under this agreement shall continue for two years. In the event that a vacancy occurs prior to the expiration of the two year time period the list shall continue for the purpose of filling such vacancy until the vacancy is filled.

### **Section 9 Position abolishment**

When a position becomes vacant due to the promotion, demotion, separation, death, resignation, transfer; reassignment of the incumbent, or for any reason, the Fire Chief shall have full discretion to determine whether the position is to be filled or to be abolished within thirty (30) business days of the vacancy.

In the event that the Fire Chief determines to fill the position, the procedures regarding Filling of Positions as set forth in this agreement in Section 1 shall be followed.

In the event that the Fire Chief determines to abolish a vacant position, the position shall be abolished and deleted from the Fire Department Listing (Table of Organization). In any such abolishment, neither the City nor the Civil Service Commission shall be required to hold an examination where no list of eligible candidates is in existence for such position.

When a list of eligible candidates is in existence and the position to be abolished is vacant, promotion shall be effected according to this agreement from such list immediately prior to the abolishment of the position and recall rights shall ensue according to law. The employee promoted to the position to be abolished shall be demoted to the position occupied immediately prior to the promotion. Such promotion and abolishment shall not create any vacancy at any lower ranks that would require any other related promotions or examinations.

When the abolishment of a vacant position occurs and there is no eligible list, no related demotions and/or layoffs are required. When the abolishment of a vacant position occurs, and there is a list, demotions back to positions occupied immediately prior to promotion shall occur according to law, but no related layoff shall be required.

The Fire Chief shall also have full discretion in accord with the terms of this agreement to abolish any position that is filled. In the event the Fire Chief determines that a filled position should be abolished for managerial reasons including, without limit, reorganization for efficiency or economy or for lack of work or funds, he may do so upon Thirty (30) days written notice to the incumbent and the bargaining representative. When such an abolishment occurs, it shall be within the managerial discretion of the Fire Chief to determine whether related demotions and/or layoffs down through the ranks are required.

It is expressly agreed that the contractual provisions contained in this section are intended to modify or replace the application of the statutory terms set forth in Ohio Revised Code §124.37, Ohio Revised Code §124.321 and any other statute or regulation related to abolishing uniformed civil service positions in the Fire Department.

Any provision of Ohio Revised Code §124.37 and Ohio Revised Code §124.321 or related statutes or regulations which may apply to the abolishment of positions, which provision is in conflict with the terms of this Article, shall be null and suspended, shall be not binding upon these parties and shall be superseded and replaced by the terms of this article.

This Article shall also modify or replace any subsequent legislative enactments or administrative regulations concerning the abolishment of such positions and in conflict with the provisions of this Article.

## **ARTICLE 36**

### **DRUG/ALCOHOL TESTING**

#### **Section 1**

The Employer believes it is very important to provide a safe workplace for its employees. As an employer, the City is taking steps to address the problem of substance use that negatively affects every workplace, including ours. The Employer is concerned with the health and well-being of all employees. The Employer cannot and will not condone or tolerate behaviors on the part of employees that relate to Substance use, such as:

- a. Use of illegal drugs
- b. Misuse of alcohol
- c. Sale, purchase, transfer, use or possession of any illegal drugs
- d. Arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected
- e. Misuse of prescription or over-the-counter medications.

Management is fully committed to the Employer's Drug-Free Workplace Program, which establishes clear guidelines for acceptable and Unacceptable employee behavior for everyone in the workplace. The Employer will not tolerate substance use in violation of this Policy. Behaviors related to substance use can endanger all employees, not just substance users.

The Employer holds all employees accountable in terms of substance use but also supports getting help for employees. Employees who come forward voluntarily to identify that they have a substance problem will receive support and assistance from the Employer. However, if an employee with a substance problem fails to seek help and the employee then tests positive for drug or alcohol use in violation of this Article, disciplinary action will follow.

The decision to permit an employee who tests positive to sign a "second chance/last chance" agreement to seek treatment, will be determined by factors such as quality of job performance, circumstances of the event, length of service and willingness to acknowledge the problem and seek help. The Employer reserves the right to terminate employment for violation of this Article.

Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use.

The Article covers the five key parts of the Employer's Drug-Free Workplace Program. The five parts consist of:

- A. A written policy that clearly spells out the program and how everyone benefits.
- B. Annual substance awareness education for all employees.
- C. Training for supervisors regarding their responsibilities.
- D. Drug and alcohol testing - the most effective way to change harmful substance use behaviors.
- E. Employee assistance.

Employees will have the opportunity to receive information about substance use as a workplace problem, signs and symptoms, dangers of use, and how and where to get help for themselves and their families. Sharonville's Budget Director will be the Employer's Drug-Free Workplace Administrator and the person to contact for information or help. The Administrator will be responsible for arranging drug and alcohol testing, identifying resources that employees can turn to for help for themselves and/or their families, and arranging for qualified people to help with employee awareness education and with supervisor training.

**Program Protections.** This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are:



A. The Employer will protect the confidentiality of records such as drug/alcohol testing results and referrals for assistance in accordance with the Ohio Public Records requirements.

B. Employee records such as testing results and referrals for help will be maintained in accordance with Ohio Public Records law. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.

C. The Employer is committed to help employees who have a substance use problem. Each situation will be reviewed individually. Assistance is available for qualified employees and their families. A list of resources may be obtained from the Chief of Police.

E. All supervisors will be trained in their duties related to referrals for testing before this program begins. This will be done in order to insure fairness and consistency.

E. Employees will receive substance awareness education from a qualified person to help identify problems and learn where to turn to for help. This will occur annually.

F. Testing will be done through a local laboratory and through a federally certified laboratory that uses the highest level of care in ensuring that results are accurate. This process has been determined to be 100% accurate in detecting substances that, in sufficient quantity, lead to behaviors that may endanger the person or other employees. The certified lab will work closely with our local hospital to ensure fairness and accuracy. The lab will have a Medical Review Officer (MRO), a trained physician responsible for checking whether there is a valid reason for the presence of the substance in the employee's system. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.

G. The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established based on federal guidelines.

H. Cut-off levels are used to determine when an employee with a certain drug or alcohol in his/her system is considered a positive test. These cut-off levels come from federal guidelines and are fair for all employees.

An employee's violation of this Article will be reported to law enforcement.

**Employee Awareness Education.**

Every current employee will be required to attend a session in which this program is discussed. There will be an opportunity to ask questions. The written Policy will be shared, and everyone will be expected to sign for receipt. A qualified person will explain why and how substance abuse is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, and how to get help. Information will be provided on how an employee can get a referral for employee assistance, the importance of determining how much of a substance abuse problem the employee has, and what type of help is needed. There will be a minimum of two hours of educational awareness training annually for all employees. New employees will hear about the program during orientation and will receive substance education as soon as possible thereafter.

### **Supervisor Training**

Supervisors will be trained to recognize substance problems that may endanger the employee and others, as well as problems that would be a violation of this Article. This training is in addition to annual employee education. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.

### **Drug and Alcohol Testing**

Testing is intended to detect problems, deter usage, and allow appropriate corrective action. In addition to alcohol, the drugs that we're testing for are:

- A. Amphetamines (speed, uppers)
- B. Cocaine (including Crack)
- C. Marijuana
- D. Opiates (Codeine, Morphine)
- E. Phencyclidine (PCP, "angel dust")
- F. Or any other substance, whether legal or illegal, when there is reasonable suspicion of abuse

The Employer reserves the right to add substances of abuse to this list that are determined to be illegal or legal.

### **Employee Assistance**

The Employer believes in offering assistance to employees with a substance abuse problem. Although the Employer does not have a rehabilitation program and will not pay for an employee to attend a program, it is supportive of employees taking action on their own behalf to address a substance problem. When an employee is determined to have a substance problem, a Employer representative will meet with the person to discuss the problem and any violation of this Article. To continue employment, the employee must agree to an assessment and/or prescribed testing to determine the extent of the problem. The employee will be required to fully cooperate with the testing and treatment, and will be expected not to repeat a violation of the Policy.

This is required in order to correct the problem and be able to avoid violating this Article in the future. The Employer reserves the right to terminate employment based on a positive test.

## **Section 2      FREQUENCY AND SITUATIONS WHEN TESTING OCCURS**

Individuals or employees will be tested for the presence of drugs and/or alcohol in their breath, blood or urine under any and/or all of the conditions outlined below:

### **Post-Offer, Pre-Employment Medical Examination and Drug Testing**

As a part of the Employer's employment procedures, all applicants will be required to undergo a post-offer, pre-employment medical examination and a drug screen/test that is conducted by a contractor designated by the Employer. Any offer of employment is contingent upon, among other things, satisfactory completion of this examination and/or screening, and the determination by the Employer and its examining physician that the applicant is capable of performing the responsibilities of the position that has been offered.

### **Reasonable Suspicion Testing**

Reasonable suspicion testing will occur when Employer management and/or supervision has reason to suspect that an employee may be in violation of this Article. The suspicion must be documented in writing within 24-hours of the event or prior to the release of the test findings. Reasonable suspicion testing may be based upon, among other things:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or the physical symptoms of drug and/or alcohol use
2. A pattern of abnormal conduct or erratic behavior
  - a. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notification to the Employer, within five (5) working days, of any drug-related arrest.
  - b. Information provided either by reliable and credible sources or independently corroborated, regarding an employee's substance use.
3. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere “hunches” are not sufficient to justify testing. Testing may be for drugs or alcohol or both.

### **Post-Accident Testing**

Post-accident testing will be conducted whenever an accident occurs as defined below. For purposes of this Article, an accident is considered an unplanned, unexpected or unintended event that occurs on Employer property, during the conduct of the Employer’s business, or during working hours, or which involves Employer supplied motor vehicles or motor vehicles that are used in conducting Employer business, or is within the scope of employment, and which results in any of the following:

A fatality of anyone involved in the accident

Bodily injury to the employee and/or another person that requires off-site medical attention away from the Employer’s place of employment.

Vehicular damage in apparent excess of \$750

Non-vehicular damage in apparent excess of \$500

Any accident requiring medical attention from a physician

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

### **Drug and/or Alcohol Testing after an Accident**

Urine specimen collection (for a drug or alcohol test) and/or blood, breath/saliva (for an alcohol test) is to occur immediately after a need has been determined by the employer, Chief, or his designee. At no time shall a drug specimen be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed within a period of 2 – 8 hours of the incident. If the test cannot be performed within the prescribed time limits, the test will not be conducted but the details of the incident will be documented. If the employee responsible for an employment related accident is injured, it is a condition of employment that the employee herein expressly grants unto the Employer, its officers and management, the right to request that attending medical personnel obtain appropriate specimens (breath, blood and/or urine) for the purpose of conducting alcohol and/or drug testing. Further, all employees herein expressly grant unto the Employer, its officers and management, access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include, but not be limited to, a full medical report from the examining physician(s) or other health care providers.

Any employee sent for a drug/alcohol test as described above shall be temporarily taken off the line and, in addition to the tests required above, shall be required to take a "Quick" or "Rapid" test. If the employee passes the "Quick" or "Rapid" test, he/she shall be placed back on the line. If the employee fails the "Quick" or "Rapid" test, he/she shall be relieved of duty and placed on paid administrative leave pending the results of the full tests described above. Employees shall be permitted to return to duty once clearance has been provided. The results of the full, lab verified, drug screen shall be considered controlling over the result of the "Quick" or "Rapid" drug screen should the results contradict one another.

### **Random Testing**

Unannounced random testing will occur periodically for a percentage sample of employees who are considered by the Employer to be in safety-sensitive positions. The safety-sensitive designation applies to the employees in the bargaining unit.

### **Follow up Testing after Return to Work from Assessment or Treatment**

This testing occurs when an employee who has previously tested positive is allowed to return to work under a "second-chance" or "last chance" agreement. A return-to-duty test is required before the employee is allowed to return to work, and if the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, there will be a series of four or more additional tests conducted over a period of at least a year. Any employee with a second positive test result will be terminated.

### **Section 3 SUBSTANCES TO BE TESTED FOR AND FOR METHODS OF TESTING.**

Systems presence testing is the procedure that is used to identify the presence of the following controlled substances or alcohol that may be present: (A negative initial screening test is considered a negative test.) For each of the tested drugs (amphetamines, cocaine, marijuana, opiates and PCP), there is an initial test used to screen the urine specimen. If the initial screen is positive (at or higher than a cut-off level that comes from the Federal Department of Health & Human Services [DHHS]), a second or confirmatory test will be conducted. This is a different test and is considered 100% accurate.

Detection thresholds (or cut-off levels) are standards that have been established by the DHHS for each of the above drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, and post-accident test or follow up test.

A testing contractor who uses only certified equipment and personnel will conduct breath alcohol testing. Breath alcohol concentrations exceeding .02 will be considered a verified positive result. In the event of an accident, where an employee has a "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than .02 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) is used to confirm any initial positive test result.

The Employer also expressly reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or legislation.

An employee's attempt to adulterate a specimen or otherwise manipulate the testing process will result in termination of employment, as will a refusal to produce/provide a specimen.

#### **Section 4 SPECIMEN COLLECTION PROCEDURE**

Testing shall be conducted by trained collection personnel, who meet quality assurance and chain-of-custody requirements for urine collection and breath alcohol testing. Confidentiality is required from the labs. Any individual subject to testing under this Article shall be permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel. This is done in an effort to avoid any alteration or substitution of the specimen being provided. Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. However, multiple subjects may be tested as a result of a single situation. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment.

#### **Section 5 REVIEW OF TEST RESULTS**

To ensure that every employee who is subjected to drug and alcohol testing by the Employer is treated in a fair and impartial manner the Employer has contracted with a Medical Review Officer ("MRO"), a medical doctor or doctor of osteopathic medicine with a specialized knowledge of substance abuse disorders. The MRO will be able to determine whether there are any valid reasons for the presence in the employee's system of the substance that was tested positive.

#### **Section 6 EMPLOYEES' RIGHTS UPON INITIAL POSITIVE TEST RESULT**

An employee who tests positive under this Article will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the Employer. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on

medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the Employer.

## **Section 7 REPORTING OF RESULTS**

All test results will be reported to the MRO prior to the results being issued to the Employer. The MRO will receive from the testing laboratory a detailed report of the findings of the specimen. Each substance tested for will be listed along with the results of the testing. The Employer will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal DHHS.

## **Section 8 STORAGE OF TEST RESULTS & RIGHT TO REVIEW TEST RESULTS**

All records of drug/alcohol testing will be stored separately and apart from the employee's general personnel documents. These records shall be maintained as prescribed by Ohio Public Records Law. Access is limited to designated Employer officials. The information contained in these files shall be utilized only to properly administer this Article and to provide to certifying agencies for review as required by Law. Those designated Employer officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment. Any employee tested under this Article has the right to review and/or receive a copy of their respective test results. An employee may request from the Drug-Free Workplace Program Administrator, in writing, with a duly notarized Employee Request for Release of Drug Tests Results form, a copy of the test results. The Employer will use its best efforts to promptly comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

## **Section 9 POSITIVE TEST RESULTS**

Employees who are found to have a confirmed positive drug or alcohol test may be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination.

## **Section 10 TERMINATION NOTICES**

In those cases where substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause".

## **ARTICLE 37**

### **RESIDENCY REQUIREMENT**

#### **Section 1**

There shall be no limitations, provisions, stipulations, conditions, inclusions, terms of restrictions or prerequisites placed on any employee covered by this Agreement that prohibits residency outside the corporate limits of the City of Sharonville, Ohio.

## **ARTICLE 38**

### **LABOR/MANAGEMENT MEETINGS**

#### **Section 1**

In the interest of sound labor/management relations, the Employer and/or the IAFF, by and through not more than four (4) bargaining unit representatives, may request, in writing a meeting to be held at a mutually agreeable day and time, to discuss pending problems and to promote a more harmonious labor/management relationship. IAFF representative(s) attending such meetings shall not, if the meetings are held during their normal duty hours, suffer any loss of pay or benefit for the time spent in such meetings. No overtime will be paid for attendance to such meetings by persons not on duty.

#### **Section 2**

It is further agreed that if such a labor/management meeting has been requested and is mutually agreed upon, it shall be convened as soon as practicable.

## **ARTICLE 39**

### **ACTING OFFICER**

A firefighter who is assigned and accepts riding above class for a period of four (4) hours or more shall be compensated for their time to the nearest hour. This



compensation shall be paid at the rate of \$1.50 per hour more than the employee's base rate.

A Lieutenant who is assigned and accepts riding above class for a period of four (4) hours or more shall be compensated for his/her time to the nearest hour. This compensation shall be paid at the rate of \$2.50 per hour more than the Lieutenant's base rate.

## **ARTICLE 40**

### **GENERAL CONDITIONS**

#### **Section 1**

This written Agreement constitutes the entire agreement Between the Employer and the IAFF and supersedes any and all prior agreements, whether written or oral, or expressed or implied, between or concerning the employees and the Employer. Except as set forth in

## **ARTICLE 41**

### **BULLETIN BOARDS**

#### **Section 1**

The Employer agrees to provide space for the Union to place At 2'x3' bulletin board in each station of the Fire Department for use other bargaining unit employees. The IAFF may post notices relating to recreational and social events applicable to members of the bargaining unit; election notices and election results; notices of membership meeting and other related business meetings; and other official IAFF notices relating to the affairs of members of the bargaining unit. No obscene, immoral, unethical, scurrilous, or vituperative matter may be posted. All items posted by the IAFF or employees shall be approved and signed by the Local IAFF President. The bulletin board shall be maintained in a neat and orderly manner.

## **ARTICLE 42**

### **SEVERABILITY**

#### **Section 1**

Any amendment, modifications, or additions to the Agreement must be reduced to writing and duly signed by the parties to be effective.

#### **Section 2**

Each party hereto unequivocally waives any right to bargain further, as well as any obligation of the other party to bargain further, concerning any subject which is referred to or covered in this Agreement or with respect to any subject or matter that was or could have been proposed and/or discussed in the negotiations resulting in the execution of this Agreement.

## **ARTICLE 43**

### **DURATION**

#### **Section 1**

This Agreement shall be effective January 1, 2020 and shall remain in full force and effect through December 31, 2022. Either party may file written notice of intent to modify or amend this Agreement no earlier than one hundred twenty (120) and no later than sixty (60) days prior to the expiration of the agreement. Such notice shall be hand delivered or sent certified mail (return receipt requested) to either the Safety/Service Director or the Local President.

#### **Section 2**

All sections of this Agreement shall remain in full force and effect until a new Agreement is reached.

*L.E. Barbieri*

Representative

*[Signature]*

Local IAFF Representative

*[Signature]*

Safety/Service Director

*[Signature]*

Employee Representative

Deputy Safety/Service Director

*[Signature]*

Employee Representative

APPROVED AS TO FORM:

*[Signature]*

Charles Lippert, City Solicitor