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AGREEMENT

between

THE CITY OF SPRINGFIELD

and

LOCAL 333

**INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS**

AFL-CIO-CLC

Effective through October 31, 2023

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ARTICLE 1
PURPOSE

This Agreement is made, effective Feb. 9, 2021, by and between the City of Springfield (hereinafter referred to as the City or Management) and Local 333 of the International Association of Firefighters AFL-CIO-CLC (hereinafter referred to as the Union), in order to increase efficiency in the Fire Division, to maintain the existing harmonious relationship between the City and its employees and to promote the morale, rights, and well-being of the City, its employees and its citizens, and to adjust differences between the City and the employees of the Fire Division, the City and the Union agree as follows:

ARTICLE 2
RECOGNITION

Section A: Bargaining Rights

The City recognizes the Union as the sole and exclusive representative of all employees as hereinafter defined.

Section B: Employees Defined

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

1. Firefighter/Paramedic
2. Lieutenant
3. Captain
4. Battalion Chief

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

Section C: Pledge

As public employees, the employees covered by this Agreement pledge themselves to be governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they may merit the respect and confidence of the general public.

Section D: Subjects for Bargaining

The Union has sole and exclusive bargaining rights under this Agreement with respect to wages, hours of work, fringe benefits, and working conditions.

ARTICLE 3
NONDISCRIMINATION

Section A:

Neither the City nor the Union shall discriminate against any employee due to his membership or lack of membership in the Union. The provisions of this Agreement shall be applied equally to each employee in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, disability, genetic information, or political affiliations. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

Section B:

Both the City and the Union recognize their respective responsibilities under applicable Federal, State, and local laws relating to civil rights and employment practices. The Union and the City will promote affirmative action in the Fire Division of the City of Springfield, Ohio.

ARTICLE 4
MANAGEMENT RIGHTS

Section A:

Unless specifically stated otherwise in this Agreement, the City has the exclusive rights and responsibilities of management, including the right to:

- (1) determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget, utilization of technology, and organizational structure;
- (2) direct, supervise, evaluate, or hire employees;
- (3) maintain and improve the efficiency and effectiveness of governmental operations;
- (4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, or schedule, promote, or retain employees;
- (6) determine the adequacy of the work force;
- (7) determine the overall mission of the City as a unit of government;
- (8) effectively manage the work force;
- (9) take actions to carry out the mission of the City as a governmental unit.

Section B:

The City is not required to bargain on subjects reserved to the management and direction of the government unit, except as affect wages, hours, terms and conditions of employment.

ARTICLE 5
UNION RIGHTS

Section A: Representation

The Union has the duty and right to represent all employees in the bargaining unit in regard to the implementation of this Agreement and to comply with all the representation requirements of the Ohio Revised Code Chapter 4117. In recognition of those requirements and in an effort to maintain efficient and harmonious relations, the City agrees to the following procedure:

1. Officers have the right and obligation to make inquiry of their subordinates as to the performance of their subordinates' duties. Officers shall document counselings and verbal reprimands by e-mail to the employee. Copies of documentation of verbal reprimands shall be sent to the union by e-mail.
2. The employee(s) and the union shall be given a copy of written reprimands. At that time, the employee and the union shall also be notified of the decision by e-mail.
3. When an officer anticipates that an employee may have committed a serious infraction, one that may subject the employee to discipline of record, (i.e. suspension, demotion or discharge), the officer shall inform the employee via email that discipline is anticipated and that the employee has the right to union representation. Upon request of the employee, the employee has the right to have a designated union representative present during further questioning of the employee.
4. If an officer decides to recommend discipline of record, the officer shall make a written recommendation to the Chief, with a copy to the employee and the Union.
5. Prior to acting on the written recommendation of the officer, the Chief, or his designee, shall conduct a hearing. The employee and the Union shall be afforded advance written notice of the hearing. The employee shall be afforded an opportunity to respond to the recommendation at the hearing.
6. The Chief, or his designee, shall make a written decision on the recommendation and provide a copy to the employee and the Union when it is issued. At that time, the employee and the union shall be notified of the decision by email.
7. Any disciplinary proceeding by the City against a bargaining unit member shall be initiated within fifteen (15) calendar days of the City's knowledge of the alleged violation. The City will be considered to have knowledge only when the Chief, after investigation, has probable cause to believe that a specific individual has been involved in specific conduct. Where the disciplinary proceeding involves alleged criminal conduct, the fifteen

(15) day period begins to run upon the filing of a criminal charge. The Union and the City may extend this fifteen (15) day initiation period upon mutual consent.

Section B: Union Dues

Upon the written authorization of the employee, the City agrees to deduct once each month from the wages of each employee the sum certified as Union dues, and shall make the check available to the Union Treasurer as soon as practicable after the check is prepared. Such authorization must be forwarded to the Finance Director within thirty (30) days prior to the effective date. If any employee does not have a check coming to him or the check is not large enough to satisfy the assignment, no collection shall be made from the employee for that month. Dues deductions previously authorized may be modified by a written authorization by the Union President or Treasurer. Employees desiring to withdraw their dues deduction authorization will notify the City and the Union in writing. Such withdrawal notice may only be given during a period beginning sixty (60) days prior to the expiration of this Agreement and ending thirty (30) days prior to the expiration of this Agreement. Should the provisions herein, under the present or future laws of the State of Ohio, be determined illegal, the obligation on behalf of the City herein shall terminate. Deductions shall be made from the second bi-weekly pay period of the month. Should an employee terminate his voluntary deduction, he shall not be permitted to re-institute it for a period of sixty (60) days.

Section C: Fair Share

For any period of time that Fair Share fees are illegal, the following sections shall not apply to the extent that it relates to Fair Share fees.

Any employee who is not a member of the Union shall pay a fair share fee as permitted under Ohio Revised Code 4117.09(C) (not to exceed the amount of Union dues), of the cost of the collective bargaining process, contract administration cost in pursuing matters affecting wages, hours of work and other conditions uniformly required of members.

All employees who have not made application or granted membership shall be required to pay a fair share fee as defined above beginning sixty (60) days from hire or immediately following separation from the union. The deductions of the fair share fees from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the union as a condition for serving or retaining employment or any benefits under this agreement.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal Law. In addition, the Union will provide the City with a copy of the Union's fair share fee procedure.

The City will deduct from the wages the fair share fees of non-members, said fees shall be deducted from the second bi-weekly pay period of the month and available to the Union Treasurer

along with Union Dues, as soon as practicable. Upon receipt the Union shall assume full responsibility for the disposition of all funds deducted.

ARTICLE 6 **SENIORITY**

Section A:

Seniority shall govern the dispensing of the privileges provided by and listed as governed by seniority in this Agreement.

Section B:

The Chief will establish seniority lists both by date of most recent appointment to a uniformed position in the Fire Division and by date of promotion. These lists shall be updated each September 1st. They shall remain for a period of thirty (30) days and may be challenged during that period. Thereafter, they shall remain unchanged until the next October. A copy of each list shall be distributed to the Secretary of the Union on the date of posting.

Section C:

With due regard to staffing requirements set by the Chief considering various areas of certification, the Chief will attempt to keep seniority appropriately distributed among the platoons. At least once every two years, and in other years when the Chief has determined that seniority has become inappropriately distributed, the Chief may prepare a transfer list. Before determining that seniority is inappropriately distributed the Chief will consult with the Union through the Labor Management Committee.

Transfer lists shall become effective between January 2 and January 7 of the following year. Transfer lists will be issued prior to the date set for selection of E.D.O.s, vacation and holidays. The Chief will notify affected employees at least 30 days before the effective date of their transfer. Company and platoon assignments pursuant to this section are not subject to the provisions of Article 38 - Job Opportunities and School Assignments.

Section D:

The transfer list shall be prepared based on guidelines for the efficient operation of the Division developed by the Chief after consultation with the Union. The guidelines shall provide for uniform company assignment procedures in the three platoons. The guidelines shall allow for Captains, Lieutenants and Step F Firefighters to select company assignments by rank seniority within the guidelines.

Section E: Extended Military Leave

Any member of the Fire Division who also serves as a member of a United States military branch, National Guard or Reserve unit, Ohio Guard or Reserve unit who is activated for military service

for a period equal to or exceeding 6 months shall be assigned by the Chief to a platoon, company and position as necessary for the efficient operation of the Division.

ARTICLE 7 **LAYOFF/RECALL**

Section A: Layoff

In the event the City should decide to lay off Fire Division personnel, the Employee(s) with the least seniority shall be laid off first in accordance with State of Ohio Civil Service Law. In the event an employee is laid off, he shall receive payment for earned but unused vacation and/or holidays, E.D.O.'s, earned longevity pay and clothing allowance with his final check. If an employee is laid off who has received more days off or funds than he has earned, he shall refund to the City the overpayment.

Section B: Layoff/Termination

An employee who is on layoff for a period of three (3) years is automatically terminated from employment status and loses all seniority and all recall rights.

Section C: Recall

Employees who are on layoff shall be placed on a recall list and be recalled in reverse order of their lay off, with the last employee laid off being the first to be called back and continuing in like manner until the required number of employees has been obtained.

Section D: Recall Notification

No new employees shall be hired until all employees who have been laid off have been given the opportunity to return to work. Laid off employees will be notified by registered mail at their last known address to return to work within fourteen (14) calendar days. Failure to report within the time limit removes them from the recall list.

Section E: Reinstatement

All requests for reinstatement within the Fire Division shall be governed by Section 124.50 of the Ohio Revised Code.

ARTICLE 8 **PERSONNEL RECORDS**

Section A:

Employees shall be given copies of any documents placed in their divisional personnel file when such documents are placed in such file. Each employee of the Fire Division shall, upon request, be permitted access to his personnel records, copies of all injury report forms, and Workers' Compensation forms pertaining to his own employment.

Section B:

If an employee feels that any material in either the Fire Division personnel file or the Civil Service file is untrue and/or derogatory, he may answer or respond to such material in writing and such answer or response will be made a part of those files. The information that is subject to release shall include the employee's response to any material that he has deemed untrue and/or derogatory.

Section C:

The Chief of the Division, upon request of an employee, will remove from the personnel file records concerning minor infractions up to and including verbal and written reprimands if, upon review, the Chief determines that:

1. the infraction occurred more than two (2) years previously;
2. there have been no subsequent infractions in those two (2) years.

Disciplinary records so removed, or eligible for removal under this section, shall not be used against the employee in subsequent disciplinary matters.

Section D:

Records of serious infractions involving suspensions, demotions or discharges shall become a permanent part of the personnel file.

Section E:

Copies of any commendations and/or awards will be a permanent part of the file and the employee shall be given a copy of the same. It shall be the responsibility of the employee who wishes an award or official commendation to be placed in his file to provide a copy to the Chief's office and the Personnel Department file.

Section F:

Notwithstanding Section C, the Employer may introduce similar previous discipline in any grievance arbitration to show notice of the policy and consequences of the offense.

**ARTICLE 9
SICK LEAVE**

Section A: Accumulation

1. **Rate:** Each forty (40) hour employee shall earn sick leave at the rate of four and six tenths (4.6) hours per pay in which the employee worked or was carried by the City in paid status. Each tour employee shall earn sick leave at the rate of six and four tenths (6.4) hours per pay in which the employee worked or was carried by the City in paid status.

2. **Adjustment:** When an employee changes from a forty-hour assignment to a tour assignment, that employee's sick leave balance shall be adjusted by multiplying the accumulated hours by 1.275. When an employee changes from a tour assignment to a forty-hour assignment, that employee's sick leave balance shall be adjusted by multiplying the accumulated hours by 0.785.

Section B: Permissible Uses

Unused sick leave shall be cumulative and may be used at any time for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, or to serious illness or to death in the employee's immediate family. Funeral leave provisions are set forth in Article 12 - Funeral Leave. Use of sick leave shall be on an hour for hour basis with a minimum of one-quarter (1/4) increments.

Section C: Immediate Family Defined

For the purpose of this article, immediate family shall be defined as the spouse, parents, children, brother, sister, (either natural, step, foster, or in-law) and/or other relatives living in the employee's household.

Section D: Doctor's Certificate

The City may require an employee to present a doctor's certificate to the City, at the employee's expense, under the following circumstances:

1. the employee has been absent for more than two (2) consecutive tours;
2. the employee has been absent for more than four (4) consecutive eight (8) hour days, or;
3. the employee, after having been counseled concerning attendance, continues to exhibit habitual or excessive use of sick leave;

Any additional examinations required by the City shall be at the City's expense.

Section E: Compensation Upon Separation

Employees who are eligible for retirement, based on age and years of service and who do so retire having accumulated sick leave in excess of 300 hours, shall be paid for all accumulated sick leave in excess of 300 hours at the rate of 62.5% of their regular daily wages for such accumulation in excess of 300 hours. This provision shall apply to employees who resign, are laid off due to a reduction in the work force, or otherwise terminates his employment in any manner, except by discharge for cause, providing in all cases other than retirement that the employee shall have been in the employ of the City of Springfield for a period of six (6) years or more. Payment of sick leave on this basis shall eliminate all sick leave credit accrued by the employee at that time.

Section F: Disability Retirement

Employees found to be eligible for disability retirement under the provision of Ohio law shall be paid 100% of any accumulated sick leave which he has been unable to use at time of separation.

Section G: Recruitment from Other Jurisdictions

Unused sick leave accumulated in the service of public agencies other than this City, pursuant to the Ohio Revised Code, shall be credited as accumulated hours to any such employee transferring from such agency to the employment of the City up to a maximum of 300 hours.

Section H: Rescheduling Paid Leave

Consistent with manpower requirements, any tour employee on extended sick leave (more than one tour) may reschedule any holiday, E.D.O., or vacation leave that was scheduled during such sick leave. Any forty-hour employee on extended sick leave (over three days) may reschedule any scheduled vacation leave occurring during such sick leave.

Section I: Death Benefit

Employees who die or are killed while in the employ of the City shall have payment made to the duly appointed and acting representative of such estate for all earned and unused sick leave hours. The payment provided for shall be subject to and made in conformity with the general laws of the State of Ohio and such payment shall be made forthwith upon compliance with same.

Section J: Annual Pay Out

If an employee uses less than forty-eight (48) hours of sick time in a calendar year, the employee may, at his option, be paid for all or any part of the unused forty-eight (48) hours. The employee's sick leave balance shall be reduced by the number of hours for which he elects to take pay.

An employee may not elect to take pay for unused sick leave if to do so would reduce his accumulated sick leave balance below three hundred (300) hours. Usage will be measured from the end of the last full pay period in the prior calendar year through the end of the last full pay period in the current calendar year. Sick leave used as a result of a work-related injury or illness or as funeral leave under Article 12 will not be counted as sick leave used under this section.

Payment will be made at the straight-time rate in effect at the end of the last full pay period in that year. Payment will be made in full hour increments at the time of the last full pay period in January.

ARTICLE 10 **INJURY LEAVE**

Section A: Extent of Benefit

Whenever an employee sustains an injury or occupational disease in the course of or arising out of the employee's employment and acting non-negligently, the employee shall make application for and actively prosecute claims under the Worker's Compensation laws of Ohio.

Employees may seek approval for injury leave in accordance with the conditions set forth below in this Article.

An employee is not entitled to receive injury leave and temporary total disability benefits simultaneously for the same injury or occupational disease. As a result, such employees shall assign to the City all temporary total disability benefits which the employee may receive through the Workers' Compensation laws of Ohio for any period of time during which the employee is receiving injury leave benefits from the City under this Article.

If the employee refuses to make such assignment, such employee shall be ineligible for injury leave benefits. If the employee fails to comply with the terms of the assignment by failing to turn over to the City all such temporary total disability benefits through the Workers' Compensation laws of Ohio, after receiving injury leave pay, such failure shall constitute grounds for termination of employment.

Section B: General Provision

Upon approval of the injury leave request, the employee shall be entitled to full pay for a period of up to 180 calendar days following the incident of injury or occupational disease. An aggravation of a pre-existing condition which occurs while an employee is on duty and acting non-negligently in the line of duty shall constitute a separate incident for the purpose of this article. Approval of an injury leave request will only be granted in cases where the BWC or Industrial Commission has made a determination of a work-related injury or occupational disease. While awaiting such determination, the employee shall be placed on sick leave, vacation leave or other paid leave.

If while awaiting approval of an injury leave request an injured employee remains unable to work as a result of a work-related injury or occupational disease after his paid leave expires, the City shall continue his regular pay until he is able to work, or a compensation award is made under Workers' Compensation. If the application results in a final determination of a work-related injury or occupational disease, the employee shall forward a copy of the Bureau's or Industrial Commission's approval order to the Chief's office. The employee shall then be placed on injury leave retroactive to the date of injury, and any paid leave utilized by the employee shall be re-credited to the employee.

If the application for Worker's Compensation benefits is denied by the BWC, or in subsequent appeals it is determined not to be a valid claim, any regular wages paid as a result of the employee having exhausted his other paid leave, shall be reimbursed to the City through payroll deductions

in amounts determined by the City which should not cause undue hardship to the previously compensated employee. This unpaid leave period will be treated in the same manner as any other "leave without pay," and will result in adjustments to the employee's longevity and vacation accrual dates and balances.

If the City denies an injury leave request for any reason other than an adverse decision under Workers' Compensation, it shall promptly notify the employee of the denial.

Section C:

Employees are required to report events or exposures which involve the potential for medical treatment or lost time within 24 hours of the employee's knowledge of the event or exposure. In addition to the other requirements of this article, to be eligible for injury leave, a written report of the injury or aggravation shall be filed with the Fire Chief within seventy-two (72) hours after the injury occurred. In the case of an exposure to an occupational disease, the 72 hour reporting requirement shall be initiated upon the employee's knowledge of such exposure.

Section D:

The City may require certification from a qualified licensed physician to support the payment of injury leave. The employee must seek and receive medical certification prior to or during the first missed tour/shift or part thereof. Such medical certification shall indicate the necessity for leave, dates that the employee will be absent from work and linkage of the period of absence to the work related injury.

The City shall have the right to order a physical examination by a qualified licensed physician at any time during the employee's leave status. The physician will be chosen by the City and will be at the City's expense. If the opinion of the City's physician differs from an employee's treating physician, then a third opinion will be obtained by a third physician who specializes in the type of injury or disease. The third physician will be chosen by the two attending physicians. His decision will be binding on both parties. The third opinion costs will be paid by the City in all cases. Should such examination reveal that the employee is medically capable of returning to duty, such injury leave may be terminated. Should such examination reveal that the employee shall not become medically capable of returning to duty at the expiration of the 180 day period set forth in Section B, the employee may utilize sick leave, vacation leave, and other paid leave after the 180 day period, unless Section F applies or the employee can elect to make application for the appropriate monetary benefits with the BWC.

Section E:

The City shall provide medical assistance, hospitalization, or therapy as required for the treatment of exposure to contagious disease or infestation arising out of employment.

Section F:

If, after 30 days following an injury, medical reports indicate that the injured employee's injury is permanent and his inability to return to work is definite, the employee shall apply for disability

retirement. If disability retirement is granted, the employee shall be paid for his remaining period of injury leave, plus any other separation benefits payable under this Agreement. If medical reports are inconsistent or unclear as to possibility of return to employment, the procedure under Section D shall be applied.

ARTICLE 11 **TRADES**

Each tour employee shall be granted leave with pay for any hour or hours on which he is able to secure another employee who will work in his place without pay, provided:

Section A:

A substitution shall be granted with the approval of the Fire Chief or his designee provided that sufficient qualified employees remain on duty.

Section B:

The Fire Chief or his designee shall be notified through the Division's information management system.

Section C:

Notice of substitution will be made by the employee regularly scheduled for the tour prior to the commencement of the tour for which the substitution is to be effective, except in cases of emergency when such notification can be made and confirmed through the Division's information management system at least sixty (60) hours in advance of the substitution except in emergency.

Section D:

An employee initiating a trade who will not be available for notification that his substitute will not be able to work due to an accident or illness shall secure a standby for the substitute when submitting the request.

Section E:

Special trades will have the following limitations: 240 hours per calendar year; a minimum of four (4) consecutive hours per trade; a maximum of four (4) consecutive 24 hour tours. In case of an illness or injury which exhausts an employee's paid leave provision, the Chief may, in his sole discretion, extend the maximum special leave hours.

A trade will not be approved where the effect would be to cause an employee to be on duty for more than 60 consecutive hours, without a non-working period of at least 8 consecutive hours.

Section F:

An employee requesting a trade must trade within the following trade groups:

1. A Firefighter/paramedic may trade with a Firefighter/paramedic.
2. An Officer may trade only with another Officer.

An employee working a trade shall not be required to travel to another company or accept an acting officer's position unless there are no other qualified in-company employees.

An employee shall be required to first exhaust trade possibilities within the company to which he is assigned. If no such employees are available for such a trade, the employee may then trade with other members of the Fire Division within the groups described above.

The Chief or designee at his or her sole discretion may approve out of class trades.

Section G:

An employee initiating a trade is responsible for assuring that the substituting employee works during the special leave period. In the event the substituted employee fails to work the special leave period, the initiating employee shall not be paid for said period. Additional discipline may be imposed upon the employees involved appropriate to the circumstance.

ARTICLE 12 FUNERAL LEAVE

Section A: Funeral Leave

Leave with pay shall be granted by the Chief of the Division or his designee to an employee when a death in the immediate family occurs. Immediate family shall be defined as the employee's mother, father, loco parentis, spouse, child, brother, sister, guardian, aunt, uncle, niece, nephew, grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchildren, sister-in-law, brother-in-law, or grandparent-in-law.

Section B: Extent of Benefit

A single duty tour of leave will be granted for platoon shift employees or three (3) eight (8) hour duty days for 40-hour employees for funeral leave. If death in the immediate family occurs during an employee's tour of duty and the employee leaves his tour, the remainder of the tour shall not be counted toward the above duty day(s) charged to funeral leave.

Section C:

Reasonable travel time will be granted to an employee on funeral leave.

Section D:

All funeral leave shall be charged to the employee's unused sick leave or vacation balance, whichever the employee elects.

Section E:

Employees who are pall bearers will be allowed a maximum of twelve (12) hours special leave, providing they have a substitute on a stand-by basis at the company. Such time will not be charged against special leave, but will be considered a donation by the substitute employee.

Section F:

In the sole discretion of the Chief, an employee may be permitted to use accrued vacation leave in order to attend a funeral of a person of close and long-standing acquaintance who does not fall within the scope of the relationships described in Section A above.

ARTICLE 13
UNION BUSINESS LEAVE

Section A:

Local 333 shall have up to twenty (20) working tours or a total of 480 hours of Union business leave per agreement year, with full pay, for Union officers and/or designees to participate in conventions, pension business, educational conferences, and to attend to the normal operating functions of the Union. Said tours may be apportioned throughout the life of this Agreement by the Union. There shall be a maximum of two (2) employees on such leave on any one tour, with the exception of time allocated under Section B. The Chief may, in an exercise of his sole discretion, permit a third employee to take leave for the conduct of the normal operating functions of the Union.

Unused leave shall carry over into the next contract year.

Section B:

Sufficient time off with pay shall be granted any two (2) elected or designated officers of the Union who are covered under this Agreement for the purpose of attending and conducting regular or special meetings of the Union. Where there are two meetings to cover different platoons, a total of no more than two (2) elected or designated employees shall be excused over the two (2) days involved.

Section C:

Union business leave is increased by an aggregate of five (5) tours or 120 hours during the term of this agreement for employees holding state association offices or state association committee appointments. Leave allocated pursuant to this section will not be counted in the two (2) man maximum contained in Section A. Such leave shall be used only as outlined in this section.

Section D:

In addition to the business leave set forth above, the negotiating committee may use a maximum aggregate of 100-man hours with full pay, and not counted as Union business leave hours, for the

sole purpose of preparing for negotiations. This leave may be apportioned among the bargaining unit members at the Union's discretion. The President or bargaining committee chairman will give adequate notice of such times to the Chief or designee. Up to a maximum of six (6) members of the Union negotiating committee shall be granted leave from duty with full pay for all sessions between the City and the Union for negotiating purposes when such meetings are scheduled on the employee's duty day. Time used in Section B is charged to the time allocated in Section A. Time used under Section D is not chargeable to the time allocated in Section A.

Section E:

Under this Section E, additional union business leave is granted for the purpose of providing crisis intervention and peer support services to employees. The Chief will authorize individual employees to provide these services upon determining that they have been appropriately trained to provide those services. Leave under this Section E is limited to 48 hours per agreement year.

Due to the nature of these services, the President or authorized employee may direct request for leave under this Section E to the Chief for immediate consideration.

Section F:

Union Business Leave requests must be initiated by the President of the Union or the President's designee. Except in extraordinary circumstances, requests for union business leave under Section A must be made at least 72 hours before the leave period requested. When extraordinary circumstances prevent 72 hours advance notice, the Union shall provide as much notice as practicable.

ARTICLE 14
PERSONAL LEAVE

Upon completion of six (6) months of service in the Fire Division and three (3) months of service in a 40-hour job assignment, each employee who regularly works a forty (40) hour week will be entitled to sixteen (16) hours of personal leave during each calendar year. The day shall be used in units of not less than four (4) hour increments, shall not be cumulative, and thus not carried over into the next calendar year.

Except for unanticipated personal emergencies, application in writing for personal leave shall be made in advance, under the same restrictions as vacation scheduling. In cases of emergencies, a shorter time period may be used for such application. If the emergency is such that the application cannot be made in advance, the employee shall notify orally his immediate supervisor at the first opportunity and shall make written application upon the employee's return to work.

ARTICLE 15
SAFETY AND HEALTH

Section A:

The City and the Union shall cooperate fully to maintain the highest standard of safety and health in the Fire Division.

Section B:

The company officer shall have discretion to remove apparatus from service if, in his opinion, the mechanical condition of the apparatus warrants removal pending an inspection by a command officer. The final decision and responsibility as to the serviceability of a piece of equipment will rest with the Chief of the Division.

Section C:

The City will provide at no cost to the employee such medical tests as are reasonable and necessary with regard to documented job - related exposure to infectious or hazardous agents to the extent such costs are not paid under Worker's Compensation. The results of such tests shall be made available to the employee's physician.

Section D:

The Fire Division shall maintain a safety committee. Its focus shall include a preventative health and infection control program as well as other safety-related issues. The committee shall consist of six (6) members: three (3) appointed by the Chief and three (3) by the President of the Union.

The Chief and President shall each designate one of their respective appointees as Co-Chair. The Co-Chairs shall alternate presiding over the meetings and taking minutes of the meetings.

The committee shall meet at least once each calendar quarter. The committee may seek information from sources outside the committee. It shall make recommendations to the Chief as to implementation. Minutes of the meetings are to be circulated to members of the Fire Division via e-mail by the Co-Chair who has taken the minutes of that meeting.

Section E:

The Chief of the Fire Division will determine the types, quality, and quantity of all equipment issued for use in the Division.

Section F:

There shall be two (2) members from the Fire Division appointed to the City-wide Safety Committee. One (1) shall be designated by the City Manager; the other shall be designated by the President of the Union.

Section G:

One (1) Medic Unit shall respond to working fires as soon as possible and shall remain in service at the scene until released by the officer in charge to respond to another emergency.

Section H:

The City will continue to furnish and maintain the protective clothing required by the Chief under Section E of this Article.

**ARTICLE 16
HOURS OF WORK**

Section A:

The Chief of the Fire Division shall divide the fire-fighting force into three (3) platoons, and the Chief shall keep a platoon on duty twenty-four (24) consecutive hours, which shall be known as a tour of duty, after which the platoon serving twenty-four (24) hours shall be allowed to remain off duty for at least forty-eight (48) consecutive hours, except in cases of emergency. On February 29 (Leap Year Day) each platoon will be scheduled to work an eight (8) hour tour at their straight time pay rate.

Section B: Tour Employees

Tour shall be assigned to work an average of approximately 51 hours per week. This average shall be maintained by utilization of 10 E.D.O.s per calendar year.

E.D.O.s shall be for a 24 hour tour.

Section C:

The twenty-four (24) hour duty tour, beginning at 0700, will be retained for the duration of this Agreement, except on Leap Year Day, as set forth in Section A.

Section D: Forty (40) Hour Employees

The normal work week for employees assigned to a forty (40) hour schedule shall be eight (8) consecutive hours, Monday through Friday, to include a 30-minute paid lunch. Exceptions to the normal schedule may be made in advance by agreement between an employee and the Chief.

ARTICLE 17
ATTENDANCE

Section A:

In justice and fairness to the City and taxpayers, each employee shall be required to report for all assigned tours of duty on time, shall not leave the job early unless properly relieved, and shall be prompt in reporting to their assigned duties.

Section B:

Each employee shall be responsible for providing transportation to his assigned duty station.

Section C:

In the event there is an emergency at the time of change of shift which takes the off-going unit out of quarters and no Fire Division transportation is available to relieve them, an employee of the oncoming unit who agrees to transport the unit to the scene will be paid one (1) straight time hour's pay times two (2), for the use of his vehicle. Such vehicle will be used to transport the on-coming unit to the scene and return the off-going unit to the station. Payment shall be limited to one vehicle per apparatus crew.

ARTICLE 18
REPORTING OFF

An employee must request sick leave from the proper authority as soon as practicable after the employee knows of the need to use sick leave, but no later than 0615 on the day the employee is scheduled for duty.

ARTICLE 19
EMERGENCY CALL-IN PROCEDURE

Section A:

The determination of the existence of any emergency situation requiring the call-in of off-duty employee(s) shall be made by the Chief of the Division or by the senior officer acting on behalf of the Chief. That officer may, in emergency situations, recall the requisite employees without resort to the seniority recall list provided for under Article 36 - Recall Procedure.

Section B:

It is understood that employees so called in will be released from duty when no longer needed and that not all those called in need to be released at the same time. Any employee so recalled shall be returned to the station he reported to and will be paid until he signs out, including, but not to exceed, one-half (½) hour to clean up prior to logout if necessary, subject to the provisions of Article 45, § C, but that the Chief or other senior officer in charge shall determine when to release

the called-in employees and shall determine which employees shall be released at any particular time.

ARTICLE 20
TEMPORARY ASSIGNMENT TO HIGHER RANK

Section A:

A tour employee assigned to a position and responsibility of a higher-ranking officer will be compensated at the rate of pay schedule of the higher rank which exceeds the then current pay of the employee assuming the higher position when assigned for one (1) hour or more and in quarter (0.25) hour increments after that.

A staff employee assigned to a position and responsibility of a higher-ranking officer will be compensated as follows:

1. A 40-hour employee assigned for four (4) or more hours to the position of a higher ranked officer on paid leave.
2. A 40-hour employee assigned for eight (8) or more hours to the position of a higher ranked officer assigned outside the city limits.

Section B:

Rosters of each platoon by seniority shall be maintained and when a temporary appointment to a higher rank is required, the senior officer or firefighter shall have first preference to either accept or bypass the appointment provided other qualified employees are available without additional premium pay.

Section C:

The Chief or his designee shall make the selection of a qualified tour employee to serve in a higher-ranking position. Only Step F firefighters are qualified to serve as acting lieutenants. Only non-probationary officers are qualified to serve in the next higher officer's rank unless the Chief has certified a probationary officer to so serve upon recommendation of the appropriate battalion chief.

Among qualified tour employees, the order of priority for acting pay positions shall be as follows:

1. Employees regularly assigned to that platoon and that company.
2. Employees on temporary assignment at that company.
3. An employee working a trade.

The acting position shall be offered to qualified employees by seniority within each above category. If the more senior qualified employees within a category decline, the least senior qualified employee within that category shall be assigned. Only if there are no qualified

employees within a category shall the position be offered or assigned to employees in the next category.

In accordance with the provisions of Article 11, Section 4, a qualified employee in category 3 above may be appointed to the acting position without compensation if there are no qualified employees in category 1 and 2.

Section D:

Such temporary duty shall not affect Civil Service promotional eligibility lists.

Section E:

Payments under this article shall be for on-duty periods only.

ARTICLE 21
PROMOTION TO HIGHER RANK

Section A:

Employees promoted to higher rank shall be placed in the minimum step of the higher class which exceeds the salary rate prior to the promotion by at least \$1,500.00, annually.

Section B:

Promotional exams shall be announced within two (2) months following the time the position becomes vacant if the position is to be filled.

Section C:

Examination announcements shall provide a list of exam components for each position being tested. Such list shall contain a schedule of each component of the exam process. Written exam components will be scheduled no more than one (1) week apart. Oral exams will be given no more than thirty (30) days following the resolution of all appeals of the written exams.

Annually the City shall provide an advance reading list of books for the purpose of studying for future promotional exams. Both parties understand that the actual examination posting may include different editions than the books on the advance reading lists.

Section D:

Once an eligible list is established for a promoted rank in the Fire Rescue Division and a vacancy occurs in any higher classified rank, the vacancy which ultimately occurs shall be filled from the eligible list provided that the original vacancy occurred 121 days or more before the expiration date of the eligible list. Nothing in this paragraph shall limit the sole and exclusive right of the City Commission to abolish positions in accordance with the charter.

ARTICLE 22
GRIEVANCE PROCEDURE

Section A: Procedure

There shall be an earnest and honest effort to settle differences and disputes promptly. If any controversy or difference arises between any employee or employees of the bargaining group and Management and/or the Union and Management with respect to the interpretation or application of this Agreement, or the rights, obligations, or liabilities of the parties herein; as related to wages, hours, fringe benefits, and working conditions, then such controversies or differences shall be handled as follows:

It is to be understood that the time limits imposed in this article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. If the City should fail to respond to a grievance within the timeframe provided for a particular step, the Union may proceed to the next step.

Step 1. Employees are encouraged to attempt to resolve issues, problems, and potential grievances with their immediate supervisor prior to filing a written grievance.

The employee, or group of employees, shall present their grievance in writing to his immediate supervisor and the Chief, or his designee for disposition. This will be done within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) of the time the employee or employees became aware of the alleged grievance. The grievant may, if he or they so desire, be accompanied by a member of the Grievance Committee at this step. The Chief shall reply in writing to the aggrieved within ten (10) calendar days (excluding Saturday, Sunday and City recognized holidays). If the aggrieved employee or employees do not refer the grievance to the second step of the procedure within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) after receipt of the decision rendered in this step, it shall be considered to be satisfactorily resolved.

Step 2. The grievance, together with all correspondence, shall be submitted to the Chief and Personnel Director or his representative, who shall investigate and hold a grievance meeting within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) after receipt of the grievance. The Chief shall give his answer to the Union and the aggrieved in writing within ten (10) calendar days (excluding Saturday, Sunday, and City recognized holidays) after termination of such grievance meeting. Both the Union and/or its representatives and Management shall have the right to call such witnesses as are necessary to the investigation and explanation of the grievance. The aggrieved may be represented by two (2) members of the Grievance Committee. If a written notice of intent to

file under the arbitration procedure (Step 3) is not received by the Personnel Director from the Union within fifteen (15) calendar days (excluding Saturday, Sunday and City recognized holidays) of receipt of the Chief's second step grievance reply, it shall be considered to be satisfactorily resolved. Grievances involving verbal and written reprimands are not arbitrable.

Step 3.

Arbitration/Mediation Procedure. Within ten (10) days of receipt, excluding weekends and City recognized holidays, of written intent to proceed under the arbitration procedure, Management and the Union shall, by joint letter, solicit nominations of an arbitrator to hear the case from the Federal Mediation and Conciliation Service or the American Arbitration Association or mutually select an arbitrator from a permanent panel established by the parties. A date for arbitration shall be set as soon as possible in accordance with the wishes of Management, the Union, and the availability of the arbitrator.

After the parties have begun the process of selecting an arbitrator, but before an arbitration hearing is held, a grievant may be referred to mediation by mutual agreement of the parties. The parties may request a mediator from either FMCS or SERB or mutually select a mediator.

The arbitrator shall reduce his award in writing in a timely fashion and state his reasons for reaching the decision. Said award shall be responded to the parties in a period not to exceed an established number of days from the date of hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. The party not receiving the favorable award shall bear the cost of the arbitrator's fees. In the case of a split award, the arbitrator may apportion his fees in a manner he finds equitable by specifying such in his award. Elective costs incurred by a party shall be borne by that party.

Section B: Instruction to Parties

Both parties are encouraged to fully exchange and disclose information regarding the grievance at the earliest possible stage in the proceeding.

Section C: Instructions to Arbitrators

The arbitrator shall not be empowered to rule contrary to, amend, add to, or to eliminate any of the provisions of this Agreement. It is to be understood that the time limits imposed in this article may be extended at any step by mutual consent. Likewise, any step in the grievance procedure may be eliminated by mutual consent. In the event either party signatory hereto wishes to avail itself of the procedure herein, it shall initiate its action commencing with Step 2 above.

The arbitrator shall consider each case on its individual merit unless a prior grievance decision or settlement states an intent to establish precedent.

Section D: Appeal

A non-probationary employee aggrieved by the decision of the City Manager or chief with regard to suspension, demotion, or discharge may seek redress through the grievance procedure. In such circumstance, the employee shall initiate the grievance procedure at Step 3, Arbitration. At his option, a non-probationary employee may elect to forego the grievance arbitration process, and may appeal a penalty of suspension, demotion, or discharge through the Civil Service Commission as otherwise provided by law. However, no employee shall be entitled to duplicate redress upon the same incident. If proceedings are initiated by the employee through the Civil Service Commission, the initiation of such a proceeding divests the arbitrator of jurisdiction to consider or determine the appeal of the disciplinary penalty. Probationary employees, as that term is defined in Ohio Revised Code Section 124.27, shall not have access to either the grievance procedure in this agreement or the Civil Service Commission appeal process with regard to decisions involving disciplinary matters during the probationary period. The City retains its right to discipline or remove probationary employees during the probationary period in accordance with Section 124.27 notwithstanding any provision of this Agreement.

Section E: Grievance Investigation

A member of the Grievance Committee or a steward may investigate and process a grievance during on-duty hours without loss of pay. In order to maintain department manpower, the member of the Grievance Committee or stewards will obtain the permission of their Battalion Chief before leaving their assignment to investigate a grievance. Permission of the Battalion Chief will not be unreasonably withheld. Complaints concerning alleged improper withholding of permission will be subject to the grievance procedure. Committee members and/or stewards shall use judgment in deferring action or investigation of grievances when the workload or manpower is critical.

ARTICLE 23
LABOR/MANAGEMENT COMMITTEE

Section A:

In the interest of sound Labor-Management relations, a joint committee will convene from time to time, but not less than once every 90 days, for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems.

Section B:

The LMC is the appropriate forum for consideration and discussion of issues which arise during the term of this Agreement which are outside the scope of the Agreement. It shall advise the Chief as to the exercise of his discretion in establishing and enforcing policies for the effective and efficient operation of the Division.

Section C:

The City and the Union share a mutual concern for the maintenance and well-being of the Labor-management committee process. Therefore, both parties agree to cooperate in establishing ground rules, scheduling and attending joint LMC training at the earliest possible date following negotiations, and as necessary following subsequent agreements.

ARTICLE 24
EXPERIENCE PAY SUPPLEMENT

Section A:

1. Beginning on the employee's date of hire or adjusted longevity date in 2019, whichever is applicable, the employee shall receive an experience pay supplement as set out below.
 - a. Upon completion of five (5) years satisfactory service - \$0.3365 per hour for 40 hour employees and \$0.2639 per hour for tour employees,
 - b. upon completion of ten (10) years satisfactory service - \$0.5769 per hour for 40 hour employees and \$0.4525 per hour for tour employees,
 - c. upon completion of fifteen (15) years satisfactory service - \$0.8173 per hour for 40 hour employees and \$0.6410 per hour for tour employees,
 - d. upon completion of twenty (20) years satisfactory service - \$1.0577 per hour for 40 hour employees and \$0.8296 per hour for tour employees,
 - e. upon completion of twenty-five (25) years satisfactory service - \$1.2981 per hour for 40 hour employees and \$1.0181 per hour for tour employees,
 - f. upon completion of thirty (30) years satisfactory service - \$1.5385 per hour for 40-hour employees and \$1.2066 per hour for tour employees.
2. The appropriate amount from table 1) above shall be added to the rate of pay set forth in Schedule A for the employee's pay grade and step for each hour the employee either works or is on paid leave.
3. This additional amount shall be part of the employee's base pay for overtime calculation.
4. This additional amount shall not be used in computing any other amount to be paid to an employee under this agreement, including vacation or sick leave payouts.
5. For the purpose of this article, "satisfactory service" includes service as an employee in a bargaining unit position and prior service for the City and prior service in full-time employment as a state certified firefighter or paramedic.

ARTICLE 25
CLOTHING AND PERSONAL EFFECTS ALLOWANCE

Section A:

The City shall assume the cost of furnishing each new recruit with a complete "Class A" uniform as specified in the Rules and Regulations of the Springfield Fire Division upon successful completion of probationary period. The Class "A" uniform shall consist of one (1) top coat, one (1) uniform blouse, one (1) pair of pants of the same material and weight as the blouse, one (1) short sleeve white shirt, one (1) long sleeve white shirt, one (1) black tie, and one (1) pair of dress shoes. The City shall also assume the cost of furnishing each new recruit, upon completion of training or fire college, three (3) sets of station wear (the employee may select any combination of long or short sleeve Bravo shirts), two (2) black belts, \$100 allowance for footwear, one (1) uniform hat, one (1) set of sleepwear, a winter hat and one (1) sweatshirt, and an employee's choice of one (1) job shirt or one (1) jacket or winter coat, all of which shall comply with divisional rules and regulations.

Section B:

After the initial allotment of uniforms as described in Section A and completion of the probationary period, each employee shall be paid a uniform allowance of forty dollars (\$40) per pay period, effective the first pay date in September 2018.

Section C:

The City, upon request, will advertise for competitive bids for employees' uniforms so as to make them available to employees at the bid price.

Section D:

The City shall bear the total cost of initial uniform changes mandated by the City. A mandated change is defined as a change in uniform not agreed to by the union.

Section E:

Any purchase of station wear by any individual in the Fire Division shall meet the specifications established by the parties with the approval of the Chief of the Fire Division.

Section F: The City will provide one (1) gear bag upon hire to each employee who is responsible for fire suppression or investigation to transport his or her fire gear. The employee will be responsible for any additional gear bag(s). All employees at the time of execution of this Agreement will receive a one-time gear bag.

ARTICLE 26 **INSURANCE**

Section A: Life Insurance

The City will provide to each employee in paid status group life insurance in the amount of Twenty-Five Thousand Dollars (\$25,000.00) (term life insurance) with a Twenty-Five Thousand Dollars (\$25,000.00) accidental death and dismemberment rider.

Section B: Medical/Hospital Insurance

The City shall make health care benefits coverage available to employees under the City's health care plan, which shall include, at a minimum; the following:

- a. Hospitalization/Surgical Coverage
- b. Diagnostic, X-Ray, and Laboratory Services
- c. Obstetrics Coverage
- d. Prescription Drug Coverage
- e. Hospice and Home Health Care Coverage
- f. Extended Benefits and Lifetime Dependent/Disabled children coverage as defined by the plan
- g. Mental Health/Substance Abuse Services
- h. Major Medical Benefits

All benefit payments, annual deductibles, and out-of-pocket expenses shall be as defined by the City's health care plan. The City is responsible for amounts in excess of the annual out-of-pocket, up to the lifetime maximums set by the plan.

Proposed changes to the City's Health care plan occurring during the term of this agreement will be presented to the insurance study committee for review and discussion prior to implementation. After implementation of plan changes, the revised plan shall be substantially comparable to the preceding plan.

Within two weeks of July 1 of each plan year, the City shall contribute to the HSA account of each eligible employee who has participated in the City's Wellness Program, a sum equal to 75% of the applicable annual deductible. The City shall contribute to the HSA account of each eligible employee who has not participated in the City's Wellness Program, a sum equal to 50% of the applicable annual deductible.

The City must notify all bargaining unit members within thirty (30) days upon learning of any changes to the requirements for participation in the City's wellness program.

Section C: Cost Sharing

Employees shall pay fifteen percent (15%) of the total premium for family coverage or single coverage. The employees' contributions shall be paid through a Section 125 plan by which the contributions are treated as pre-tax income.

Section D: Study Committee

The City-Wide Health Care Committee shall annually examine various health care concerns including such issues as cost containment, managed care options, opt-out provisions and other general insurance related matters. There shall be two (2) members from the Fire Division appointed to the City-Wide Health Care Committee, appointed by the Union President.

Section E: Dental Insurance

The City and the Union will, in cooperation with other groups of City employees, select an optional dental insurance plan to become effective April 1, 2000. The City shall pay half of the cost of the dental insurance plan, to a maximum of Thirty Dollars (\$30) per month. The balance shall be paid by wage withholding.

Section F: Vehicle Liability Insurance

The City will provide, at its expense, vehicle liability insurance in the amount of \$100,000/\$250,000 bodily injury, and \$100,000 property damage to cover any employee while he is operating a Fire Division vehicle within the scope of his employment with the City. Should the City, by any action, acquire a policy with higher limits, then those limits shall apply to this section of the Agreement.

Section G: Malpractice Insurance

The City shall provide, at its expense, malpractice insurance for all employees in the amount of One Million Dollars (\$1,000,000.00), per incident, to cover an employee who may be sued for his actions while performing EMT-A or EMT-P duties within the scope of his employment with the City.

If, however, the policy in effect is canceled by the provider and/or the premium for such coverage exceeds the current rate by an amount which exceeds the then current annual inflation rate, the City's obligation under this paragraph shall cease and the City, consistent with the provisions of ORC Section 4765.49, agrees to indemnify properly licensed employees and hold them harmless from liability judgments rendered against them in rendering emergency medical care within the scope of his duties with the City provided that such actions are not willful or wanton.

ARTICLE 27
VACATION

Section A: Schedule of Earned Vacation

1. All tour employees who have served at least one year in the Fire Division shall thereafter be entitled to leaves of absence by way of vacation periods with full pay, in accordance with the following accrual schedule:

During Year One.....	4 tours @ 3.70 hours per pay
1+ thru 4 Years.....	5 tours @ 4.62 hours per pay
4+ thru 11 Years.....	7 tours @ 6.47 hours per pay
11+ thru 17 Years.....	8 tours @ 7.39 hours per pay
17 + thru 24 Years.....	9 tours @ 8.31 hours per pay
24+ Years	10 tours @ 9.24 hours per pay

2. Those employees not working the three (3) platoon system who have served at least one (1) year shall be entitled to leaves of absence, by way of vacation period with full pay, in accordance with the following schedule:

During Year One.....	10 days @ 3.08 hours per pay
1+ thru 4 Years	12 days @ 3.70 hours per pay
4+ thru 11 Years	15 days @ 4.62 hours per pay
11+ thru 17 Years	19 days @ 5.85 hours per pay
17 + thru 24 Years	22 days @ 6.77 hours per pay
24+ Years	25 days @ 7.70 hours per pay

3. Adjustment: When an employee changes from a forty-hour assignment to a tour assignment, that employee's vacation leave balance shall be adjusted by multiplying the accumulated hours by 1.275. When an employee changes from a tour assignment to a forty-hour assignment, that employee's vacation leave balance shall be adjusted by multiplying the accumulated hours by 0.785.

Section B: Vacation Accumulation

Each employee will be permitted to carry over unused vacation hours into the next calendar year up to a maximum of 360 hours.

Section C: Compensation Upon Separation

Each employee who leaves the employment of the City for any reason will receive payment for earned but unused vacation up to a maximum of 360 hours.

In the event of death of an employee, he shall be paid for earned but unused vacation. Such payment shall be made to the estate of the employee in conformity with the general laws of the State of Ohio.

Section D: Unanticipated Personal Emergencies

Upon approval, each tour employee will be permitted to utilize up to twenty-four (24) hours of accrued vacation leave each calendar year for unanticipated personal emergencies. Such leave shall be used in units of not less than four (4) hours and shall not be carried over into subsequent calendar years.

Circumstances permitting, application for such leave shall be made in advance and shall be requested only after reasonable effort has been made to secure a trade.

Section E: Conversion of Vacation to Deferred Compensation

An employee accruing at least nineteen (19) days or eight (8) tours of vacation per year shall have an annual option to convert up to eighty (80) hours of vacation into deferred compensation, at the conversion rate of seventy percent (70%), provided the employee maintains a vacation balance of one hundred twenty (120) hours after such conversion.

Payment will be based on the employee's current hourly rate in effect at the end of the last full pay period in July. Payment will be made only in full hour increments, at the time of the last full pay period in August.

ARTICLE 28
HOLIDAYS

Section A:

All tour employees shall be entitled to 8 tours leave of absence with pay in lieu of the following holidays:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

No restriction will be placed on the utilization of this absence simply because it falls on a holiday.

Section B:

Employees who regularly work a forty (40) hour week will be entitled to twelve (12) paid holidays (this is not in any way to be applied as twelve (12) tours of duty). Holidays recognized are:

1. New Year's Day

2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Thanksgiving Day
9. Workday following Thanksgiving Day
10. Last workday before Christmas
11. Christmas Day
12. Employee's Birthday

Such days of absence may not be cumulative beyond any one calendar year. If the Chief orders a forty (40) hour employee to work a full eight (8) hour day on a holiday listed above, (excluding the birthday holiday) the employee shall be entitled to schedule a substitute holiday to be scheduled by agreement with the Chief.

Section C:

Any employee, following written notification to the Chief, may elect to receive a cash payment in lieu of all or part of his paid annual holidays for any five (5) consecutive calendar years within the six (6) calendar years immediately prior to service retirement eligibility. Such employees who elect to exercise this provision shall be paid for any remaining unused holidays for which he is entitled at the straight-time rate in effect at the end of the last full pay period of the relevant year. Such payment shall be made in January following the calendar year in which the holidays were unused.

Holidays shall not be cumulative beyond any one calendar year.

Section D:

An employee who leaves City employment for any reason shall be paid for holidays that have occurred for which the employee has not been paid or received absence with pay in lieu thereof.

An employee who leaves City employment for any reason during the year, who has received more days off with pay than holidays have occurred, will refund to the City those days overpaid.

Section E:

In the event of death of an employee, he shall be paid for holidays that have occurred for which the employee has not been paid or received absence with pay in lieu thereof.

Such payment shall be paid to the estate of the employee in conformity with the general laws of the State of Ohio.

ARTICLE 29
SELECTION OF SCHEDULED DAYS OFF

Section A – Selection Process

The scheduling of paid leave days shall be made by rank seniority in each platoon, subject to guidelines and limitations established by the Chief for the efficient operation of the Division, after consultation with the union.

In the first round of selections, employees shall schedule one day for each 19-day work cycle in which the platoon is scheduled to work more than 144 hours (“Required E.D.O.”). In the second round, employees may schedule up to the number of days which equals the number of remaining E.D.O.s (“Floating E.D.O.”) plus the number of days equal to the number of vacation days that employee will accrue during the ensuing calendar year. In the third round, employees may schedule up to 8 additional days. Employees who are banking holidays under the terms of Article 28 Section C shall not make a selection in the third round with respect to holidays being banked.

It is the responsibility of all employees assigned to tour to make themselves available for the selection of Scheduled Days Off, during the selection period. The period of availability shall begin on November 1 of each year and continue until all selections have been completed.

An employee who will be on extended leave and/or unavailable during the selection period may make prior arrangements with their Battalion Chief for the selection of Scheduled Days Off. Prior arrangements may include, but are not limited to:

1. leaving a list of desired selection dates with the Battalion Chief,
2. telephone number to be contacted if different from home telephone,
3. a contact person, who has the desired selections dates.

An employee who does not respond to attempts to contact the employee for a period of twenty-four (24) hours who has not made a previous arrangement for selection of days shall be skipped. When contacted, the employee who has been skipped shall make a selection of Scheduled Days Off based upon the then available days in that round of the selection process.

Section B – Canceling Paid Leave

An employee may request cancellation of a scheduled day off by giving written or electronic notice to the Battalion Chief no later than 5:00 P.M. on the previous duty day for the employee’s assigned platoon. The Battalion Chief will respond promptly.

ARTICLE 30
EDUCATION AND TRAINING

Section A:

The City will reimburse or provide tuition only for training courses as required by the City and which deal directly with firefighting and/or emergency medical skills and techniques. Prior approval of the Chief or his designee is required for such reimbursement. Payment or reimbursement of the above is contingent upon completion of the course and the attainment by such employee of the equivalent of a "C" average or better in said course.

Section B:

Any employee may use, depending on the availability of manpower, vacation time at the rate of three (3) or four (4) hours each to attend class at any institute of higher learning. In the event the number of requests reduces the force below the minimum manpower level, all requests will be granted on the basis of trades.

Section C:

In addition to the provisions of Article 11, Section E, Trades shall be granted by the Chief to accommodate an employee's attendance at an institute of higher learning, training courses which deal directly with firefighting and/or emergency medical skills and techniques or other educational programs approved by the Chief, not to exceed 192 hours, in not less than four hour increments. An employee utilizing this provision must note such in the initial application.

Section D: Tuition Reimbursement

Employees may participate in the City's tuition reimbursement policy on the same terms and conditions as are available to other City employees generally. The parties acknowledge that funding and reimbursement levels are subject to the City's discretion.

Section E:

Employees certified in SCBA repair and cot repair who are assigned by the Chief to perform tasks for which the certification is required shall be paid \$200.00 per calendar quarter beginning with the third quarter of 2018.

ARTICLE 31
COMMUNICATIONS SYSTEMS

The City agrees to provide Local 333, IAFF access to the following means of communication. Local 333, IAFF shall annually, or as mutually agreed, provide the Chief of the Division with a list of members authorized to promulgate and or distribute official Union communications via the referenced communications means. Any use of City provided means of communications shall be subject to City and Fire Division policies and procedures reference content, language and conduct. The means of communication shall not be used by individual firefighters to post or distribute

content that is obviously derogatory to Management. Nor shall Local 333, IAFF, or individual firefighters, post or distribute partisan political information by City provided communications means. Endorsements by Local 333, IAFF communicated to members are not prohibited as partisan political activity.

Section A: Bulletin Boards

The City shall maintain, at no cost to Local 333, IAFF, one bulletin board, size 3' X 3' per fire station for union business. The bulletin boards shall be displayed in a prominent place in each fire station.

Section B: Phone

Local 333, IAFF may use City established telephone service, provided there is no additional service charge incurred with such use and the use is brief.

Section C: Fax services

Local 333, IAFF may use City established fax machines for distribution of business matters within the Springfield Fire Rescue Division only.

Section D: Interoffice Mail

Local 333, IAFF may use interdepartmental mail services.

Section E: Email

To be considered official communication from Local 333, email shall originate from the Local 333, IAFF email user account.

Section F: Radio

All requests to use the City radio system for official union communications shall be made by an authorized Union member and approved for content by the Chief, Assistant Chief, Battalion Chief or Acting Battalion Chief prior to dissemination. Political endorsements shall not be made via radio system.

Section G: Division Information Management System

The division's information management system may be used in accordance with policy for the communication and recording of information and events, including posting by the Union of official union events.

ARTICLE 32
LEGAL APPEARANCE

Section A:

Each employee required to appear in court resulting from their duties or to give affidavits, make statements to Police or other investigators, observe line-ups or engage in any other type of legal appearance pertaining to their employment with the City, on other than their regularly scheduled tour of duty shall be compensated at the recall rate as agreed in Article 45. Minimum rate for such duty shall be three (3) hours.

Section B:

Each employee required to appear as a witness in criminal cases which arise out of the performance of their official duties, who have acted properly and in accordance with applicable laws, regulations, and/or work rules shall, at their option, have access to advice from an attorney from the Law Department of the City at no cost to the member. In the event the Law Director rules that a conflict of interest exists, the administration agrees to review claims of firefighters for compensation for reasonable legal fees and if it is determined to be a proper and worthy claim, the administration will forward the claim to the City Commission with a recommendation to compensate the firefighter as a moral obligation.

Section C:

An employee required to appear in Court on behalf of the City while scheduled to be on duty shall be retained in paid status. Any fee paid to said firefighter as a witness by the Court shall be returned to the City.

If an employee wishes to retain the subpoena, he will reimburse the City to the full amount of the witness fee.

ARTICLE 33
POLITICAL ACTIVITY

Section A:

Employees shall refrain from engaging in political activity while on duty, or while acting in an official capacity. Political activities by employees in the Fire Division may be governed by the City Charter and State or Federal law.

ARTICLE 34
RESIDENCY

All employees of the Fire Division must reside within the radius of 350 N. Fountain Ave. to the furthest point in any adjacent county (53.6 miles).

ARTICLE 35
LEGAL REPRESENTATION

Section A:

In the event a civil action is brought against an employee arising out of the proper performance of his official duties, the Law Director, upon request, will review the facts of the incident giving rise to such action, and if it is determined that the defendant acted properly and in accordance with applicable law, regulations, and procedures, the Law Director's office will defend the member in such action, subject to the availability of his staff.

Section B:

In the event defense of a civil action by the Law Director's office is not available, the administration agrees to review claims in behalf of employee for compensation for legal fees for legal action resulting from the legitimate performance of his duty. If, upon review, it is deemed to be a proper and worthy claim, the City will retain counsel to defend the employee at its expense.

Section C:

In the event that a claim is brought against an employee which falls within the scope of an insurer's duty to defend under an insurance policy required under this Agreement, counsel provided by the insurer fulfills the City's obligations set forth in Sections A and B.

Section D:

The City's obligations under Sections A - C above are in addition to its duty to defend and indemnify under applicable state law.

ARTICLE 36
RECALL PROCEDURES

Section A: Overtime

Determination of manpower levels is the prerogative and responsibility of the Chief. The selection of off-duty employees to maintain or augment manpower for operational purposes shall be in accordance with the following procedure. The following procedure does not apply to continuing education, paramedic training and other paid hours other than for direct provision of services. Recall for the purpose of responding to an emergency incident (i.e. multiple alarms) shall not be subject to this procedure.

Section B:

1. **Recall List** - A recall list shall be maintained for each rank of the Division. Additional lists may be maintained by identified certification levels to promote the appropriate selection and assignment of personnel to fill vacancies as covered by this article.

- a) Recall lists will be maintained with the employee having the lowest number of hours at the top of the list.
 - b) On the following dates: January 1, April 1, July 1 and October 1, all accumulated recall hours will be adjusted to zero (0) on each list and each successive position on the lists maintained as it existed at the time of adjustment. Employees within five (5) consecutive calendar years immediately prior to service retirement eligibility being placed at the top of the list as long as they have affirmed their intent on the Annual Special Declaration Form.
 - c) When an employee works recall, the amount of time worked will be added to the employee's accumulated hours.
2. Mandatory Recall List - A separate, Mandatory non-voluntary recall list shall be maintained for the sole purpose of filling vacancies that remain unfilled after the recall opportunity notice has expired.
- a. The initial list will be created with the least senior employee at the top of the list.
 - b. When an employee is forced to work a non-voluntary recall, for any amount of time, they will be moved to the bottom of the list.
 - c. New hire employees will be added to the top of the list, with the least senior employee at the top of the list, as they become eligible to accept recall opportunities.
 - d. When an employee works mandatory recall, the amount of time worked will not be added to the employee's accumulated hours on any list.
3. Recall
- a) Recall will be on a voluntary basis until such time as at least one notice of the recall availability has failed to result in sufficient employees to fill the required assignments.
 - b) Prior to 2000 hours, unless incident response duties interfere, the officer in charge shall notify personnel on the relevant recall list of any recall positions known to be available the following day. Notification may be by voice or text messaging or other electronic means.
 - c) The notice shall state the period for which each recall is available. No initial recall period posted shall exceed 12 hours.
 - d) The notice shall be sent to all employees on the relevant recall list(s) and shall afford a period of at least one hour for employees to respond.

- e) An employee receiving the notice may request one or more of the periods being made available in the notice, and may be awarded multiple periods based on the number of accumulated hours, up to and including an entire 24 hour shift.
 - f) Employees responding with an indication of availability and willingness to work shall be assigned to vacant assignments in the order in which they appear on the relevant recall list.
 - g) Employees assigned to vacant assignments may request additional assignments that remain available.
 - h) When assignments remain unfilled or the need for recall becomes known after 2200 hours, an assignment may be made from among on-duty personnel in their respective order on the mandatory recall list.
4. Special Event Recall - Recall for the purpose of providing dedicated manpower at scheduled special events.
- a. Special event recall will be on a voluntary basis until such time as at least one notice of the recall availability has failed to result in sufficient employees to fill the required assignments.
 - b. The notice shall be announced as a special event recall opportunity, indicating the specific needs and expectations of the requested employees.
 - c. The notice shall be sent to all employees on the relevant recall list(s) and shall state the deadline for employees to respond.
 - d. An employee receiving the notice may request one or more of the periods being made available in the notice and may be awarded multiple periods based on their seniority
 - e. Employees responding with an indication of availability and willingness to work shall be assigned to vacant assignments on the basis of seniority.
 - f. Employees assigned to vacant assignments may request additional assignments that remain available after the initial notice as expired.
 - g. When assignments remain unfilled, an assignment may be made from among personnel in their respective order on the mandatory recall list.
5. Exemptions – An employee on EDO, sick, funeral, injury, vacation, holiday or military leave may accept offered recall, but will not be involuntarily assigned to work recall under this Article 36 until the employee returns to duty. Additionally, an employee may be granted an exemption by the Chief based on personal circumstance that the Chief, in his sole discretion, determines justifies the exemption.

6. Hold Over – When the officer in charge determines that there is likely to be insufficient staffing for a period expected to be three (3) hours or less at the beginning of a shift, the officer in charge may order employees on the outgoing shift in effected companies to remain on duty until relieved. The officer in charge shall first seek volunteers in order of seniority. But, if there are insufficient volunteers, the officer in charge may order the least senior employee(s) to remain on duty. An employee may not be held over if it would cause them to be on duty for more than 48 consecutive hours.
7. New Employees - New employees joining the division shall be placed on the recall list when the Chief determines they are appropriately qualified. At the time being placed on the list, they shall be credited with the same number of hours, plus one, of the highest total hours of any other employee on the list.
8. List Position – The position of employees on the recall lists shall be accessible to employees via the departmental data management system.
9. 60 Hour Limit - An employee will not be eligible for recall, including mandatory recall, if the recall would cause that employee to be on duty for more than 60 consecutive hours.
10. Correction of Errors - If an error is made in the positioning of employees as the result of the charging of hours or other cause, effected employees must notify the battalion chief for the shift in which the overtime was worked within 72 hours of the time the error occurred. The error shall be corrected by repositioning employees on the recall list. No monetary relief shall be awarded.

ARTICLE 37 **AGREEMENT DISTRIBUTION**

The City and the Union will each receive duplicate originals of the executed agreement. Each party may make as many copies as it deems appropriate. The Union shall be responsible for distributing copies to the employees. The City will be responsible for ensuring the current contract is placed and maintained on the fire division's electronic data management system. The Union will be provided an unlocked and printable PDF copy of the contract within thirty (30) days of a successfully executed agreement.

ARTICLE 38 **JOB OPPORTUNITIES AND SCHOOL ASSIGNMENTS**

Section A:

The City shall make assignments not governed by Civil Service procedures and schooling assignments, other than routine training required for all employees, known to employees of the Fire Division by posting notices of same in each fire station at least ten (10) days before selection is to be made. Each notice shall specify how employees are to indicate their interest to the Chief. If, due to unforeseen circumstances, the City is unable to post the opportunity ten (10) days in advance, the ten (10) day period may be waived or shortened upon notice to the Union President.

Section B:

Appointments to assignments not governed by Civil Service procedures will be made by the Chief of the Division, who will consider aptitude, skills, job knowledge, performance records and physical ability in making such assignments. The Chief shall post the required certifications and any assessment processes that will be considered in the selection of an employee to fill these assignments. The job requirements will be posted in a place accessible to all employees. A change from previously posted required certifications will be used in making assignments only if the change has been announced at least one hundred eighty (180) days prior to the appointment. This time may be shortened by mutual agreement by the Chief and union. In cases where the qualifications and assessment results are substantially equal among applicants, seniority of the employees applying for the assignment will be used in making the selection. In cases where an appointment is unique to a particular rank, rank seniority will be utilized. In all other cases, division-wide seniority shall be utilized. The Chief shall post a notice of each appointment in each station, as it is made.

Section C:

School assignments (other than routine training or schooling required for all firefighters) will be made by the Chief of the Division. Aptitude, skills, job knowledge, performance records, and physical ability, as well as the anticipated benefit to both the employee and the Fire Division, will be considered in making such assignments. In cases where the employees seeking such assignments have substantially equal qualifications, Division-wide seniority will be used to select the person to attend. The Chief shall post a notice of each school assignment in each station as it is made.

An employee who attains job-related certification(s) as a result of training provided by the Division shall maintain such certification(s) for a time period established by the Chief. The time period applicable to an employee who has applied for the training necessary for the certification shall be as established by the Chief at the time of the application. In other cases, the time period shall not exceed four (4) years. If maintenance of the certification(s) is not available at the Division's expense, the employee shall be released from the recertification requirements.

ARTICLE 39 **MAINTENANCE OF QUARTERS AND EQUIPMENT**

Section A:

Each employee will perform routine interior housekeeping and maintenance tasks in and around fire stations. Employees will also continue to perform routine outside maintenance tasks with proper needed equipment provided by the City.

Section B:

Members of the Springfield Fire Division will be required to perform house cleaning duties on an annual basis only in areas where they stand watch, living areas, class room and physical fitness

room and shall not be required to do annual house cleaning in the basements, on the apparatus floor area, mechanical rooms or hose rooms.

Section C:

Members of the fire suppression companies shall not be required to clean, on a regular basis or annually the administrative and staff offices.

Section D:

Routine snow removal from ramps will not be performed by employees unless a condition exists which would prevent their immediate response to an emergency.

**ARTICLE 40
MISCELLANEOUS**

Section A: Policies and Procedures

A copy of all policies and procedures issued by the Chief applicable to the employees shall be electronically available to both employees and to the Secretary of the Union through the City's records management system. Any All Personnel Bulletin (APB) shall be emailed to both the employees and the Secretary of the Union at his Union email address.

Section B: Insurance Policies

The City shall provide the Union with an up-to-date copy of all insurance policies covering bargaining unit employees.

Section C: Fire Division Badge

Upon retirement or promotion, members will be permitted to keep the breast badge at no cost. If the City, in its sole discretion, shall elect to make a mandatory change in badge design, employees will be permitted to keep the outmoded breast badge at no cost.

Section D: Mobile Phones

Mobile phones shall be used for the purpose of notification for recall or emergency call-in.

Section E: Electronic Documents

An electronic version of any required document sent to the City email address of the City employee(s) to whom the written document is to be directed under any term of this agreement shall be sufficient to fulfill that requirement.

ARTICLE 41
STRIKES AND LOCKOUTS

Section A:

There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Union shall authorize, instigate, aid, or condone any such activities. No employees shall participate in any such activities.

Section B:

There shall be no lockouts.

ARTICLE 42
EMERGENCY WAIVER

Section A:

In the event an emergency is proclaimed by the Mayor as set forth by Section 115.01 of the Codified Ordinances, the Chief of the Division may, after the declaration of an emergency, make such work assignments within the recognizable scope of Fire Division Skills, as he deems necessary, without regard to employee classifications within the fire division, overtime limitations, or seniority.

Section B:

Upon termination of the emergency, grievances that occurred during the emergency will be considered as occurring on the termination day and processed in accordance with provisions outlined in the grievance procedure in Article 22. Deadlines for disciplinary actions and grievance processing shall be similarly extended.

ARTICLE 43
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be declared invalid by any court of competent jurisdiction or by reason of any existing or subsequently enacted state or federal legislation, the parties shall meet within thirty (30) days of a request by either party to determine the extent, if any, to which changes must be made. Only those articles that are in violation of the new laws will be discussed. The remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 44
WAGES

Section A: Schedule of Rates:

Attached hereto and made a part hereof as Schedule A is a list of the agreed wage schedule for the contract period. Each step on the wage schedule represents twelve (12) months of satisfactory employment.

Section B: Paramedic Certification

Employees certified as paramedics on the effective date of this Agreement shall maintain their certification during the term of this Agreement.

Section C - Deferred Compensation

The City shall continue the deferred compensation program on behalf of the employees, whereby the employees' pension contribution shall be treated as deferred compensation for federal and state income tax purposes. The plan shall continue until the contract expires, or such treatment is no longer available under federal and state income tax law.

Section D - Retroactive Pay

The new pay rates under Schedule A shall be implemented as soon as practicable after the execution date of this agreement. Retroactive payments will be calculated and paid as soon as practicable. Retroactive pay shall be paid only to employees on the payroll on the execution date of this agreement.

ARTICLE 45
OVERTIME

Section A:

Employees assigned to twenty-four (24) hour tours or forty (40) hour week assignments shall be paid at appropriate overtime rates for all hours worked in excess of their regular schedule. Overtime other than recall shall be paid in quarter-hour increments. The tour rate will be used for the purpose of computing sick leave, hourly overtime, and vacation for the tour employee.

Section B:

Subject to the limitations of the Fair Labor Standards Act, an employee regularly assigned to a 40 hour position, or any employee temporarily assigned to a 40 hour position, or any employee whose duty assignment precludes their ability to utilize trades as outlined in Article 11, shall have the option of receiving overtime pay or of accruing compensatory time at time and one-half. Such compensatory time may only be used with the approval of the Chief following two (2) tours or three (3) days advance notice in any increment of whole hours which exceeds two (2) hours. Employees utilizing the compensatory time process may accrue up to a maximum of eighty (80)

hours. All earned overtime beyond the 80-hour accrual will be paid as overtime. The 80-hour accrual maximum may be carried from one year into the next.

Section C:

Employees recalled at a time disconnected from their regular shifts shall be paid a minimum of three (3) hours pay at time and one-half the employee's hourly rate. Each tour employee recalled for duty on a City recognized holiday as defined in Article 28, Section A, shall be paid at two (2) times his/her regular hourly rate. Forty (40) hour employees recalled for duty on a City recognized holiday as defined in Article 28, Section B, shall be paid at two (2) times his/her hourly rate.

ARTICLE 46
DRUG TESTING

The City may require an employee to submit to drug and alcohol testing in accordance with the City's then-existing Drug and Alcohol Policy in the following circumstances:

- A. prior to employment;
- B. upon reasonable cause;
- C. following an on-the-job accident which occurs in circumstances indicating the possible involvement of drugs or alcohol;
- D. prior to and after return from duty after failing a drug test;
- E. after completion of rehabilitation treatment;
- F. as otherwise required by law; or
- G. at the request of the employee.

Any testing required shall be conducted in a manner to assure a high degree of accuracy and reliability, using techniques and laboratory facilities which have been approved by the United States Department of Health and Human Services or such other laboratory agreeable to the City and the Union. The program will require that all reasonable methods be utilized to protect the dignity and privacy of employees and maintain confidentiality.

Randomly selective testing will not be conducted on employees in the bargaining unit.

The City shall bear the cost of testing required by the City.

ARTICLE 47
TERM OF AGREEMENT

Section A:

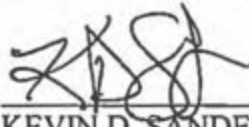
This Agreement shall become effective Feb. 9, 2021. This Agreement shall remain in full force and effect through October 31, 2023.

Section B:

In the period beginning one hundred twenty (120) days prior to the expiration of the Agreement and ending ninety (90) days prior to the expiration of this Agreement, either party may notify the other of its intent to negotiate a successor Agreement. Such notice shall be written and shall be delivered either to the City Manager or the President of the Union. Each party shall engage in good faith efforts to reach a negotiated settlement of a successor Agreement. Should an impasse result during the negotiation of a successor Agreement, the mandatory provisions of Chapter 4117 of the Ohio Revised Code, as are then effective as to the City of Springfield, Ohio, shall be implemented to resolve such impasse.

IN WITNESS WHEREOF, the City of Springfield, Ohio, a municipal corporation, and the Local 333, International Association of Firefighters, an unincorporated association, through their authorized agents, have hereunto set their hands this 9th day of February, 2021.

LOCAL 333, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS



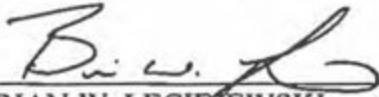
KEVIN D. SANDERS
COMMITTEE CHAIRMAN
PRESIDENT, IAFF LOCAL #333
FIREFIGHTER/PARAMEDIC



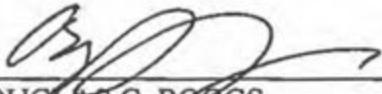
ANDREW D. RIGSBEE
FIREFIGHTER/PARAMEDIC



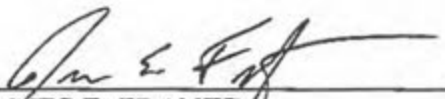
DANIEL P. FAUST
BATTALION CHIEF



BRIAN W. LECIEJEWSKI
FIRE CAPTAIN



DOUGLAS C. BOGGS
FIREFIGHTER/PARAMEDIC

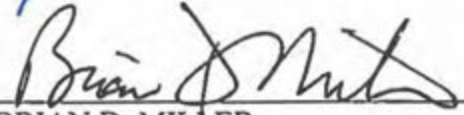


JAMES E. FRANTZ
FIREFIGHTER/PARAMEDIC

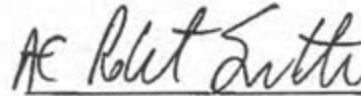
THE CITY OF SPRINGFIELD, OHIO



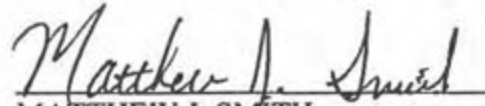
BRYAN HECK
CITY MANAGER



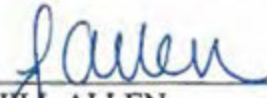
BRIAN D. MILLER
FIRE CHIEF



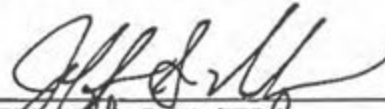
ROBERT SMITH
ASSISTANT FIRE CHIEF



MATTHEW J. SMITH
ASSISTANT FIRE CHIEF



JILL ALLEN
LAW DIRECTOR



JEFFREY G. RODGERS
PERSONNEL DIRECTOR

SCHEDULE A

4.00%

CITY OF SPRINGFIELD, OHIO
FIRE RESCUE DIVISION PAY SCHEDULE
EFFECTIVE NOVEMBER 1, 2020

CLASS TITLE	GRADE/STEP	HOURLY RATE	TOUR RATE	BIWEEKLY RATE	ANNUAL RATE
FIREFIGHTER	1M A	24.3853	19.1257	1,950.82	50,721.45
	1M B	25.9887	20.3833	2,079.10	54,056.50
	1M C	27.2593	21.3799	2,180.75	56,699.44
	1M D	28.6419	22.4642	2,291.35	59,575.17
	1M E	30.2391	23.7170	2,419.13	62,897.42
	1M F	32.0623	25.1469	2,564.98	66,689.53
LIEUTENANT	2M A	--	--	--	
	2M B	--	--	--	
	2M C	--	--	--	
	2M D	33.3044	26.1211	2,664.35	69,273.09
	2M E	34.6622	27.1860	2,772.97	72,097.29
	2M F	36.7708	28.8398	2,941.66	76,483.21
CAPTAIN	3M A	--	--	--	
	3M B	--	--	--	
	3M C	--	--	--	
	3M D	--	--	--	
	3M E	37.7638	29.6186	3,021.10	78,548.66
	3M F	40.3802	31.6707	3,230.42	83,990.82
BATTALION CHIEF	4M A	--	--	--	
	4M B	--	--	--	
	4M C	--	--	--	
	4M D	--	--	--	
	4M E	41.4738	32.5285	3,317.91	86,265.55
	4M F	44.3515	34.7855	3,548.12	92,251.22

SCHEDULE A

4.00%

CITY OF SPRINGFIELD, OHIO
 FIRE RESCUE DIVISION PAY SCHEDULE
 EFFECTIVE NOVEMBER 1, 2021

CLASS TITLE	GRADE/STEP	HOURLY RATE	TOUR RATE	BIWEEKLY RATE	ANNUAL RATE
FIREFIGHTER	1M A	25.3607	19.8908	2,028.86	52,750.31
	1M B	27.0283	21.1986	2,162.26	56,218.76
	1M C	28.3497	22.2351	2,267.98	58,967.41
	1M D	29.7876	23.3628	2,383.01	61,958.18
	1M E	31.4487	24.6657	2,515.90	65,413.32
	1M F	33.3448	26.1528	2,667.58	69,357.11
LIEUTENANT	2M A	--	--	--	
	2M B	--	--	--	
	2M C	--	--	--	
	2M D	34.6365	27.1659	2,770.92	72,044.02
	2M E	36.0486	28.2734	2,883.89	74,981.18
	2M F	38.2416	29.9934	3,059.33	79,542.53
CAPTAIN	3M A	--	--	--	
	3M B	--	--	--	
	3M C	--	--	--	
	3M D	--	--	--	
	3M E	39.2743	30.8034	3,141.95	81,690.61
	3M F	41.9954	32.9376	3,359.63	87,350.45
BATTALION CHIEF	4M A	--	--	--	
	4M B	--	--	--	
	4M C	--	--	--	
	4M D	--	--	--	
	4M E	43.1328	33.8296	3,450.62	89,716.17
	4M F	46.1256	36.1769	3,690.05	95,941.27

SCHEDULE A

4.00%

CITY OF SPRINGFIELD, OHIO
 FIRE RESCUE DIVISION PAY SCHEDULE
 EFFECTIVE NOVEMBER 1, 2022

CLASS TITLE	GRADE/STEP	HOURLY RATE	TOUR RATE	BIWEEKLY RATE	ANNUAL RATE
FIREFIGHTER	1M A	26.3752	20.6864	2,110.01	54,860.32
	1M B	28.1094	22.0466	2,248.75	58,467.51
	1M C	29.4837	23.1245	2,358.70	61,326.11
	1M D	30.9791	24.2973	2,478.33	64,436.51
	1M E	32.7067	25.6523	2,616.53	68,029.85
	1M F	34.6786	27.1989	2,774.28	72,131.40
LIEUTENANT	2M A	--	--	--	
	2M B	--	--	--	
	2M C	--	--	--	
	2M D	36.0220	28.2526	2,881.76	74,925.78
	2M E	37.4906	29.4044	2,999.25	77,980.43
	2M F	39.7713	31.1932	3,181.70	82,724.24
CAPTAIN	3M A	--	--	--	
	3M B	--	--	--	
	3M C	--	--	--	
	3M D	--	--	--	
	3M E	40.8453	32.0355	3,267.62	84,958.23
	3M F	43.6752	34.2551	3,494.02	90,844.47
BATTALION CHIEF	4M A	--	--	--	
	4M B	--	--	--	
	4M C	--	--	--	
	4M D	--	--	--	
	4M E	44.8581	35.1828	3,588.65	93,304.82
	4M F	47.9706	37.6240	3,837.65	99,778.92