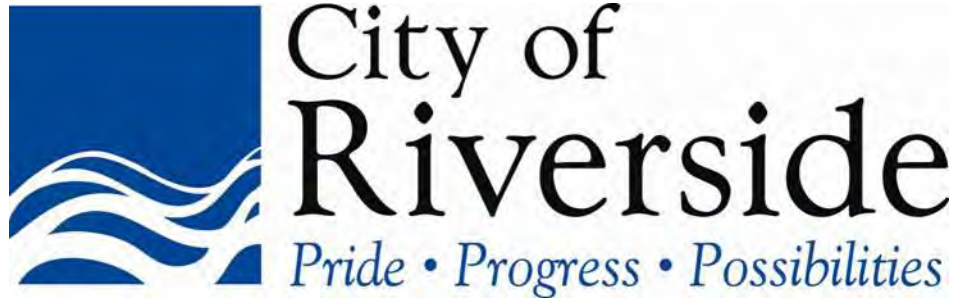




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COLLECTIVE BARGAINING AGREEMENT



And



**Riverside Professional Firefighters
Association, International Association of
Firefighters
AFL-CIO-CLC- Local 2938**

Effective Date:
June 29, 2021 through June 28, 2024

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ARTICLE 1

General Provisions

Section A – Purpose

This Agreement sets forth the agreement between the City of Riverside (“Employer”) and the Union, which represents certain employees in the City of Riverside Fire Department (“Fire Department”) as to matters pertaining to wages, hours or terms and other conditions of employment. This Agreement is intended to increase the general efficiency in the Fire Department, maintain the existing harmonious relationship between the Employer, its employees and the citizens of the municipality, and adjust any differences, which may exist between Employer and its employees.

Section B – Cooperation

The parties to this Agreement recognize the important public service here involved. The parties mutually recognize the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruptions to such service to the public. To these ends, the Employer and the Union agree to encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels among all employees.

Section C – Application

The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. Term “employee” or “employees” where used herein, without otherwise being qualified or described, refers to all employees in the bargaining unit.

ARTICLE 2

Recognition and Coverage

Section A – Recognition

The Employer recognizes the Union as the exclusive Collective Bargaining representative in all matters pertaining to wages, hours, terms and conditions of employment and any other subject which is a mandatory subject for bargaining under Ohio law during the period of this Agreement and any continuation or modification thereof, for the employees in the City of Riverside Fire Department in the bargaining unit as set forth below:

Included: All full-time Fire Inspectors, Firefighters/EMTs, Firefighter/Paramedics and Fire Lieutenants.

Excluded: All other supervisors, confidential employees and Professional employees including the Fire Chief, Battalion Chiefs, and all others excluded pursuant to the Statute.

The Employer will not recognize any other employee organization as the Collective Bargaining representative for any employees within the bargaining unit referenced above. However, this does not preclude the right of either the Employer or Union to challenge the supervisor status of any bargaining unit member, based upon changed circumstances.

ARTICLE 3

Non – Discrimination

Section A – Cooperation and Prohibition

The Employer, Union and each bargaining unit member agree that they will cooperate fully with all applicable laws, statutes, and Municipal policies forbidding discrimination because of race, color, religion, sex (including pregnancy), national origin, age, disability, genetic information, military or veteran status, sexual orientation, gender identity or any other characteristic protected by law. The Employer agrees not to discriminate against any bargaining unit member on account of membership or lack of membership in the Union. The Union will cooperate with and support the policies of Employer to provide equal employment opportunities to all qualified individuals and will abide by any affirmative action programs instituted by the Employer to promote opportunities for individuals in protected classes.

Section B – Exclusive Remedy

Charges of illegal discrimination on account of race, color, religion, sex, national origin, age, disability or any other characteristic protected by law shall be taken exclusively through statutory procedures and shall not be the subject of a grievance through the Grievance Procedure set forth in this Agreement.

ARTICLE 4

Dues Deductions

Section A – Union Membership

All bargaining unit members covered by this Agreement, who are members of the Union on the effective date of this Agreement, may remain members or terminate their membership, and those who are not members on that date may become and remain members as they choose. All bargaining unit members hired after the effective date of this Agreement may become and remain members or not as they choose.

Section B – Dues Deductions

While this Agreement is in effect, the Employer shall deduct bi-monthly, one-half of the regular monthly Union dues and assessments from the wages of bargaining unit members, who individually and voluntarily authorize and direct such deductions in writing. The Union shall hold the City, its officers, employees and elected officials harmless from liability arising out of any actions taken or omitted by the City in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the City to a representative or financial institution designated in writing by the Union and filed with the Chief Financial Officer of the City. Bargaining Unit members desiring to revoke their authorization for dues deductions shall give written notice of intent to revoke to both the Employer and Union. It is understood that thirty (30) days will be required to affect any such revocation. The Employer shall not deduct any union dues from the third paycheck in months that have three pays days.

ARTICLE 5

Management Rights

Section A – Management’s Reserved Rights

The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to the selection, transfer, assignment, layoff, evaluation, supervision and termination of employees; the functions and programs of the City, standards of service, its overall budget, procurement of technology and organizational structure; the maintenance and improvement of the efficiency and effectiveness of its operations and programs; the determination of the overall methods, processes, means and personnel by which operations are to be conducted, the supervision, discipline, demotion, and discharge of employees for just cause and the determination of the adequacy of the work force, including its size and composition.

Further, the City retains all management rights including those enumerated above and contained in Section 4117.08 of the Revised Code except to the extent this Agreement specifically and expressly provides to the contrary.

The Employer further retains the specific right to contract out services for the efficient operation of the City, provided that Employer shall provide the Union with a ninety (90) day notice of intent to do so if said services involve fire and/or emergency services to enable the Union to discuss any concerns regarding implementation of the contract.

Section B – Acknowledgement

This Agreement represents the entire agreement of the parties and shall supersede all previous agreements, written or oral. The parties acknowledge that during negotiations which produced this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement and any extension, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

Section C – Outside Employment

Bargaining unit members may hold outside employment so long as they meet the performance standards of their job with the Employer and the outside job does not conflict with their duties as a member of the Fire Department. Bargaining unit members

should consider the impact that outside employment may have on their health and physical endurance. All bargaining unit members will be judged by the same performance standards and will be subject to the Employer's scheduling demands, regardless of any existing outside work requirements.

If the Employer determines that an employee's outside work interferes with his/her performance or the ability to meet the employment requirements of the City, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she desires to retain Municipal employment.

Outside employment that constitutes an interference is prohibited. An interference is defined as any outside employment which prohibits, or limits, an employee from performing their complete list of duties and/or responsibilities; is counter to the best interests of the City of Riverside, presents an issue of safety for the employer or members of said employee's shift, or is a legally recognized incompatible position.

Section D – Use of Grievance Procedure

To the extent that the above rights are specifically limited by the provisions of this Agreement, alleged violations are subject to the Grievance Procedure.

Section E – Savings Clause

This Agreement is subject to all existing, and future, Federal and State laws, and this Agreement shall be interpreted wherever legally possible to comply with such laws, or any judicial decision interpreting them. The City shall not adopt any ordinance or resolution contrary to the terms and conditions of this Agreement. Such adoption, or attempted adoption, shall be subject to the Grievance Procedure and/or unfair labor charges, and any other legal remedies.

Section F – Severability

Should any article, or section, or portion thereof, be held unlawful and unenforceable by the above laws or decisions, such decisions or laws shall apply only to that article, section, or portion thereof and shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. The parties will meet, discuss, and re-negotiate the article, section, or portion thereof that was abrogated.

ARTICLE 6

Hours of Work and EDO's

Section A – Normal Work Hours

The Fire Department operates on a “tour of duty” schedule, which consists of twenty-four (24) hours on duty followed by forty-eight (48) consecutive hours off duty. Tour shifts will begin at 07:30 hours and end at 07:30 hours the following day. The Fire Chief may also designate employees to work other schedules consistent with the effective operations of the Department. Such other employees may include the following: (1) Fire Inspector whose normal shift shall be forty (40) hours per week, Monday through Friday with mandatory training and (2) Relief Personnel whose normal shift is forty (40) hours per week with days and times varying from week to week. [The relief personnel may be assigned to supplement tour of duty personnel by covering shifts or portions of shifts that are shorthanded due to absence or providing additional coverage during peak service demand time as identified by the Fire Chief. It is not intended that the hiring of relief personnel will decrease the number of tour of duty personnel nor shall current personnel be transferred to a relief position without their consent.]

Section B – Earned Days Off (EDO's)

All employees assigned to a 24/48-hour shift shall take twelve (12) EDO's, during each calendar year. Each EDO shall be taken during the employee's twenty-eight (28) day work periods where the total number of worked hours would otherwise be at their highest (two 120-hour pay periods within the 28-day cycle).

EDO's shall be scheduled prior to their use and only one (1) EDO is permitted in any 28-day cycle. Only one (1) person per shift maybe off on an EDO, unless waived by the Chief. Each day off shall be scheduled by the individual employee (with consent of the Fire Chief) in coordination with the Department's manning schedule. Employees may select their EDO's by seniority provided no more than one (1) employee is off per shift (which restriction may be waived by the Fire Chief). Taking of the EDO's shall be mandatory and shall not be carried over from year to year.

New employees will receive EDOs prorated according to their hire date. EDOs must be used in the manner described above in this Article.

Section C – Modification of Shift Times

The City reserves the right to change the starting or ending time of the work hours and/or shift transfers, however, the City shall give the Union fourteen (14) days written notice of any change (and the opportunity to discuss and examine alternatives) unless emergency conditions require less notice.

Shift transfers shall not result in loss of pre-approved time off that was approved by the Fire Chief and scheduled prior to the transfer, unless the Fire Chief determines emergency conditions exist.

Bargaining Unit Members shall receive notices of training sessions occurring after their regularly scheduled working hours at least seven (7) calendar days in advance of such training.

ARTICLE 7

Overtime

Section A – Payment

Time worked in excess of a 24/48 employee's normal schedule shall be paid at the overtime rate of time and one half. Overtime will be paid biweekly in the employee's regular paycheck.

Bargaining unit members who work a forty (40) hour workweek shall be paid at 1 ½ time their regular hourly rate for all time worked in excess of eighty (80) hours during their fourteen (14) day pay period. Overtime will be paid biweekly in the employee's regular paycheck.

Section B – Rotation

The determination to offer overtime opportunities to bargaining unit members shall be within the sole discretion of the City. When the Employer determines to offer overtime, it shall do so in accordance with a rotational schedule except in circumstances involving the 24/48 hour shift where overtime normally occurs, completion of a specific task or where a special skill, training or knowledge of a particular function is necessary or required. Where a sufficient number of personnel cannot be obtained by offering overtime opportunities, employees can be directed to report for work using the rotational schedule. Absent a bona-fide emergency, no tour of duty employees will be directed to work outside of their normally scheduled shift where their consecutive hours worked exceed thirty-six (36) hours.

Section C – No Pyramiding

Payment for overtime shall not be pyramided.

Section D – Compensatory Time

Bargaining unit members may elect at their option to receive compensatory time in lieu of overtime pay. Compensatory time shall accrue at the rate of one and one-half (1½) hours of compensatory time for each hour of overtime worked up to a total of one hundred forty-four (144) hours. Compensatory time shall follow the same rules as vacation time request for usage (Article 10 section C & D).

Bargaining unit members may voluntarily elect to cash out up to 96 hours of accrued compensatory once annually. The voluntary cash-out of compensatory time shall take place in the first (1st) pay period of October. A maximum of 144 hours of unused compensatory time can be carried over to the following calendar year.

Upon separation of employment for any reason, a bargaining unit member shall be paid for all unused compensatory time. In case of death, the bargaining unit member compensatory time shall be paid to the bargaining unit member's beneficiary of record under the City's group life insurance plan.

ARTICLE 8

Emergency Call-In

Section A – Authority

The determination of the existence of any situation requiring the call in of off-duty members shall be made by the Fire Chief or by the command scene officer in charge ("Incident Commander") acting on his behalf. The Incident Commander may, in bona-fide emergency situations, recall the requested members without resort to the rotational list.

Section B – Payment

Any off-duty employees who are directed to report for duty shall be paid for two (2) hours or for all time spent on duty whichever is greater. Off-duty employees who respond to a “Recall” shall be paid for two (2) hours or for all time spent on duty whichever is greater provided they are dispatched with fire or medic equipment or are assigned to other duty at the station while the equipment is being utilized.

Members paid time will start when said call is given by the dispatcher.

A member so called will be released from duty when no longer needed. Not all those called in need to be released at the same time. Any member called in to duty who actually performs duties shall be returned to the station he/she reported to, and will be paid until dismissed from duty. Fifteen minutes paid clean-up time shall precede dismissal from duty.

The Chief or his designee shall determine when to release the called in member(s) and shall determine when member(s) shall be released at any particular time.

ARTICLE 9

Assignment to Acting Battalion Chief

In instances where a vacancy in the position of Battalion Chief exists, or is highly likely to exist, and such vacancy will exist for a period of time greater than 240 shift hours; the Fire Chief, at his or her sole discretion, may consider the appointment of a Lieutenant to the position of Acting Battalion Chief. Such an appointment will be provided in writing by the Fire Chief for a term and period as the Chief determines appropriate. All time in this position will be paid at the current hourly pay-rate for the most junior Battalion Chief employed by the City of Riverside.

The appointment of a Lieutenant by the Fire Chief to the position of Acting Battalion Chief shall not be cause for appointment, by procedure or general obligation, of a firefighter to the position of Lieutenant or Acting Lieutenant.

ARTICLE 10

Vacation

Section A – Schedule of Earned Vacation

The City shall grant an annual vacation leave without loss of salary to bargaining unit members in accordance with the following schedule:

<u>Months of Service</u>	<u>24/48</u>	<u>40 Hour</u>
0 Months – 24 Months	96 hours per year	80 hours per year
25 Months – 60 Months	144 hours per year	100 hours per year
61 Months – 120 Months	196 hours per year	120 hours per year
121 Months – 180 Months	264 hours per year	160 hours per year
181 Months – 240 Months	288 hours per year	168 hours per year
241 Months – 300 Months	312 hours per year	176 hours per year
301 + Months	336 hours per year	184 hours per year
313 + Months	336 hours per year	192 hours per year
325 + Months	336 hours per year	200 hours per year

During an employee's first year of employment with the Department, the Employee shall be credited with a prorated amount of vacation leave, based on the date employment started, with a maximum credit of 96 hours for a 24/48 employee or 80 hours for a 40-hour employee. (For example if an employee starts on July 1, he or she will be entitled to 36 hours for a 24/48 employee and 40 hours for a 40 hour employee.) The first year employee shall be eligible to use vacation time following six (6) months of full-time, continuous employment with the City. In the event the employee does not retain employment for a one (1) year period, the employee shall lose vacation prorated according to the amount of time worked during the first year and reimburse the Employer for any vacation taken prior to his termination that exceeds the prorated eligible amount.

Section B – Accumulation

Accumulation of vacation leave shall not exceed two hundred eighty (280) hours for employees on forty (40) hour/week shifts and relief personnel and three hundred ninety-two (392) hours for employees on 24/48 tour of duty.

Section C – Request for Usage

Manpower availability may require the Fire Chief to limit vacation scheduling so that no more than one (1) bargaining unit employee is off on leave at the same time. The “union” employee may schedule vacation for the following year in December on a seniority basis. Any further request shall be submitted forty-eight (48) hours in advance for approval. In other situations, an employee may request vacation usage in a less than thirty forty-eight (48) hours and would be subject to approval by the Fire Chief. Supervision of a shift will be provided by the use of management personnel (e.g., other shift commander) or a certified Senior Firefighter as determined by the Fire Chief. After the month of December, days off will be determined by the “first come, first served” basis. Adequate records of vacation usage and availability shall be made available to the employees. Vacation time may be used for otherwise unpaid sick leave or bereavement leave.

On not more than one occasion, a maximum of one vacation day (24-hours) may be utilized by the employee annually with at least a 1-hour notice to the on-duty Battalion Chief.

Section D – Minimum Usage

Vacation leave shall be taken in increments of at least four (4) hours, unless otherwise approved by the Chief or designee.

Section E – Non-Accumulation

A bargaining unit member shall not accumulate vacation leave under this article during time he is in a voluntary leave without pay status. A bargaining unit member on sick leave for a non-work related cause should not accumulate vacation leave under this article during time said sick leave exceeds a period of thirty (30) consecutive days.

Section F – Crediting Vacation Time

Vacation time shall normally be credited on 12:01 a.m. on the first day of January and shall be non-forfeitable except as could occur under Sections (A) of this Article covering first year employment or (B) covering maximum accumulation or if the employee leaves employment during that year, in which case the vacation credit shall be prorated. Employees whose seniority results in an increase in their vacation shall be credited with a prorated amount of additional vacation on January 1 of the year in which their anniversary date occurs. (For example, if the anniversary date occurs in March, on January 1, the employee shall receive 9/12’s of the additional vacation to which he becomes entitled that year.)

Section G – Pooling

When a bargaining unit member, who has not been disciplined for sick leave abuse in the past twelve (12) months, has no accumulated sick leave, personal leave, and vacation leave and faces the prospect of leave of absence without pay, with the permission of the City, each bargaining unit members may voluntarily “pool” up to a total of ninety (90) hours of their accumulated vacation or sick leave as they select and donate it to a bargaining unit member. Each bargaining unit member shall be eligible to receive such donated leave once in a rolling twelve-month period.

If the City enacts a more generous leave donation policy, the bargaining unit may opt to participate in the program in lieu of the pooling policy above.

Section H – Change of Schedule

When employees change from one schedule to the other (e.g., from 24/48 to 40 hours/week or vice versa) the factors of .714 or 1.4, whichever is applicable with such product rounded to the nearest tenth of a decimal, shall be used to convert vacation hours.

ARTICLE 11

Holidays

The City recognizes the following Holidays:

New Years Day

Thanksgiving Day

President’s Day

Day after Thanksgiving

Memorial Day

Christmas Eve Day

Independence Day

Christmas Day

Labor Day

New Year’s Eve Day

ARTICLE 12

Holiday Pay

Section A – Holiday Pay for 24/48 Employees

All employees who work on a 24/48 tour of duty shall in the first pay check in November be paid eighty (80) hours of straight time pay at the hourly rate for which they were paid as of January 1 of that calendar year in which the holidays were recognized. New employees shall have such pay prorated based upon the number of holidays that occur during the calendar year after they commence employment.

Section B – Holiday Pay for 40 Hour Employees

Employees who are on an 8 hour / 5 day work schedule shall receive a paid day off for the holiday and if they are schedule to work on a holiday shall receive straight-time pay for all hours worked in addition to holiday pay.

ARTICLE 13

Sick Leave

Section A – Accrual

Sick leave for bargaining unit members begins to accrue from the first day of employment and may be used when necessary any time during the period of employment. Sick leave is not earned during periods of time in which the employee is in a non-pay status. An employee off work on sick leave in excess of thirty (30) days shall not accrue sick leave during that part of their sick leave absence in excess of thirty (30) days.

Section B – Rate

Employees on a 5-day/ 40 hour work schedule and relief personnel shall accrue sick leave at a rate of 4.616 hours per Pay Period. Employees on a 24/48 shift tour of duty shall accrue sick leave at a rate of 6.460 hours per Pay Period. When employees change from one schedule to the other (e.g., from 24/48 to 40 hour/week or vice versa) the factors of .714 or 1.4 rounded to the nearest tenth of a decimal, shall be used to convert sick leave hours, whichever, is applicable.)

Section C – Accumulation

Unused sick leave, whether annually accumulated or not, may be accumulated without limit.

Section D – Verification / Approved Uses

Sick Leave may be used for:

- (a) Incapacitating illnesses of bargaining unit member;
- (b) Contagious disease; or
- (c) Medical or dental appointments (not to exceed four (4) hours unless supported by a written statement from the physician or dentist.)
- (d) Where a serious illness affects a member's immediate family member as defined by the City of Riverside Personnel Policy Manual or a cohabitating partner (where such cohabitation has occurred and can be documented for a period of at least twelve (12) months) and requires care and attendance by the employee, as documented by a physician, use of sick leave may be approved by the Fire Chief or his designee, whose decision shall be subject to the Grievance Procedure.

Sick leave absence in excess of three (3) consecutive workdays for 5 day/40-hour personnel or 24 hours or more than three (3) occurrences in a six (6) month period for 24/48 personnel, must be supported by the employee with a written statement from his physician. The City may require similar statements for shorter periods of sick leave absence consistent with attendance rules, which may be adopted by the city to address excessive absenteeism.

Section E – Compensation upon Separation

Bargaining unit members who retire from the City with at least ten (10) years of service credit and are eligible for retirement benefits from the Police/Fire Disability Pension Fund through normal service retirement or disability shall receive cash payment for all accumulated sick leave not to exceed one thousand two hundred (1200) hours for 40 hour/week and relief employees and one thousand six hundred (1600) hours for 24/48 tour of duty employees at a rate of one (1) hour's pay for every two (2) hour's accumulated sick leave.

Any accumulated sick leave time in excess of the limits as defined and limited herein for payout upon separation for retirement or disability shall be considered forfeit.

Section F – Reporting Requirement

Employees using sick leave must provide appropriate advance notice to their supervisor. Minimum notice for unanticipated use of sick leave is thirty (30) minutes in advance of commencement of the shift unless emergency conditions or the absence of any personnel at the Fire Department made such reporting impossible, in which case the Dispatch Center shall be notified.

Section G – Administrative Transfer to Vacation Leave

Employees who remain absent on sick leave beyond the number of accrued hours of sick leave will have their continued absence changed to earned vacation leave or compensation leave.

ARTICLE 14

Job Related Injury Leave and Supplemental Compensation

Section A – Injury Leave Eligibility and Application

Any full-time employee who incurs an injury on the job shall be eligible for injury leave of absence. Employees applying for injury leave must submit a request in writing to the Fire Chief for processing unless physically incapable of doing so. The primary payments for work related injuries for all approved medical and surgical treatment, compensation for lost work time and other benefits will be determined by the Bureau of Worker's Compensation.

Section B – Paid Injury Leave

In the event an employee incurs a work connected injury or occupational disease and such employee is determined to be eligible to receive Workers' Compensation benefits as a result of said injury or occupational disease, the Employer, upon being presented a certificate from a licensed physician certifying the employee's inability to perform the duties of his/her job, will pay such employee his/her regular bi-weekly earnings (gross pay less deductions) for the first sixty (60) calendar days the employee is unable to work due to such injury or occupational disease. Subject to the approval of the City Manager, the disabled employee may be given a transitional duty assignment in lieu of the employee receiving Injury Leave. Approved Injury Leave shall not be chargeable to Sick Leave.

Section C – Interim Period While Processing Claim

During the period of time a Workers' Compensation application is being processed, the employee's compensation will be maintained by the employee's use of accrued sick leave. Accrued Sick Leave used for this purpose will be reinstated up to sixty (60) calendar days, upon the unappealable allowance of the Workers' Compensation claim. If any employee has no accrued sick leave to cover the first week of injury, the Employer will advance up to one (1) week of sick leave to maintain an employee in a paid status which advance will be charged against any future accumulation after the employee returns to work.

Section D – Returning from Injury Leave

An employee returning from injury leave of absence must submit a doctor's statement verifying the employee's ability to return to his regular job functions.

Section E – Seniority Accumulation

Consistent with Article 23 – *Seniority and Probation*, while on injury leave of absence, the employee's seniority will continue to accumulate until the earlier of (a) twelve (12) months, (b) such time as he would have retired or (c) is determined by the State, Federal Government or private insurance carrier to be "*Totally and Permanently Disable.*"

Section F – Advance of Partial Sick Leave Benefits during Interim Period

In the event an employee does not have sufficient sick leave accrued to continue his pay while his Workers' Compensation application is still pending, and provided the employee is eligible for Workers' Compensation benefits and the Employer is not reasonably contesting his eligibility, the Employer will continue to pay an amount equal to the employee's Workers' Compensation benefit to which he is eligible for a period not to exceed twelve (12) weeks until receipt by the employee of payment from the State. The employee shall execute an assignment and immediately reimburse the Employer for these payments after receipt of the first payment from the State.

Section G – Supplemental Compensation

During the period of time an employee is on Workers' Compensation for a Riverside work-related injury or illness he shall be entitled to supplemental compensation as follows:

Supplemental Injury Leave Pay

1. The purpose of this section is to supplement Workers' Compensation Benefits received for work related injury so that an injured employee continues to receive an amount (from Workers Compensation and the City) substantially similar to his earlier "Take Home Pay". For purpose of this section "Take Home Pay" will be equal to the employee's net straight time pay for the full pay period immediately preceding the pay period Workers' Compensation benefits are paid.
2. Supplemental injury leave pay shall be paid to an injured employee for up to a total of twelve (12) weeks while on Workers' Compensation.
3. Supplemental injury leave pay shall not be charged against accrued sick leave, vacation or other accrued leave.

Supplemental Pay Using Accrued Sick Leave

1. The purpose of this section is to supplement Workers' Compensation Benefits received for work related injured that the injured employee continues to receive an amount (from Workers' Compensation and the City) substantially similar to his earlier "Take Home Pay". For purposes of this section "Take Home Pay" will be equal to the employee's net straight time pay for the full pay period immediately preceding the pay period Workers' Compensation benefits are paid. This section applies after the expiration of the Supplemental Injury Leave Pay.
2. Supplemental pay using accrued sick leave shall be paid to an injured employee for as long as he has accrued sick leave and remains on Workers' Compensation. After exhaustion of sick leave employees are limited to Workers' Compensation benefits.
3. Supplemental pay may also be charged against vacation or other accrued leave with the employee's consent.

Section H – Continued Insurance Coverage

In addition to the above described payments, the Employer will maintain the hospitalization insurance coverage for employees eligible under this section for a period of one (1) year or until he retires or is declared “totally and permanently disabled” and eligible for hospitalization insurance under the State Retirement program whichever comes first and subject to the provisions of *Article 20 – Insurance*.

Section I – Physical Examinations

The Employer maintains the right to require the employee to be examined by a physician of the Employer’s choosing to determine the employee’s eligibility for an injury leave of absence or for an employee’s continuation of an approved injury leave of absence. The physician’s decision shall be final except as provided at Article 13 – Section F of this Agreement.

ARTICLE 15

Family and Medical Leave and Other Unpaid Leave

Section A – Coverage

Eligible employees are entitled to take unpaid leave for a period of up to twelve (12) workweeks during any twelve-month period for any of the following reasons:

1. To care for the employee’s child after birth of the child, or after placement of the child from adoption or foster care;
2. To care for the employee’s spouse, son or daughter, or parent, who has a serious health condition;
3. For the employee’s own serious health condition that makes the employee unable to perform his or her job;
4. To care for a qualifying injured service member.
 - a. An eligible employee can take 12 weeks of FMLA in a 12-month period if a spouse, son, daughter, or parent is on active military service.
 - b. An eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to 26 weeks of leave in a 12-month period to care for the service member.
5. For qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

- a. short-notice deployment
- b. military events and activities
- c. child care and school activities
- d. financial and legal arrangements
- e. counseling
- f. rest and recuperation
- g. post-deployment activities
- h. additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

Section B – Definitions

For the purposes of this policy, a “serious health condition” means an illness, injury, impairment, or physical or mental condition that involves:

- a. Any period of incapacity or treatment connected with inpatient care (i.e., overnight stay) in a hospital, hospice, or residential medical-care facility;
- b. Any period of incapacity requiring absence of more than three consecutive full calendar days from work, school, or other regular daily activities that also involves continuing treatment by (or under the supervision of a Health Care Provider);
- c. Continuing treatment by (or under the supervision of) a Health Care Provider for a chronic or long-term health condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three consecutive full calendar days, and for prenatal care.

For the purposes of this policy, a “Health Care Provider” means:

- a. Doctors of Medicine or osteopathy authorized to practice medicine or surgery by the state in which the doctor practices, or
- b. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to Handbook manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice, and performing within the scope of their practice, under state law; or

Section C – Eligibility

As a prerequisite to being eligible to taking unpaid Family and Medical Leave, the employee must satisfy the following requirements:

- a. The employee must have worked for the City for a total of at least twelve (12) months and have worked for the City at least 1,250 hours over the previous twelve (12) months.

Section D – Advance Written Notice

The employee must provide thirty (30) day advance, written notice of the employee's intent to take Family and Medical leave. This written notice must include attached documentation demonstrating that the leave is to be used for a permissible reason. The type of information in the documentation depends upon the purpose of the leave, as follows:

- a. In case of Family and Medical Leave used to care for a child after birth, a Health Care Provider's certification indicating the date of birth, or anticipated date of birth, is adequate.
- b. In the case of Family and Medical Leave used to care for an adopted or foster child after placement with the employee, documentation from the adoption agency or entity indicating the anticipated date of placement, or the date placement occurred, is adequate.
- c. In the case of Family and Medical Leave used because of the serious health condition of an employee, a Health Care Provider's certification identifying the individual suffering the condition, the date the condition began, the probable duration of the condition, the nature of the condition, and stating that as a result of the condition, the employee is unable to perform the functions of the employee's position, is adequate.
- d. In the case of Family and Medical Leave to care for an appropriate family member, a Health Care Provider's certification identifying the individual suffering the condition, the date the condition began, the probable duration of the condition, the nature of the condition, and a statement that the employee is needed to care for the family member and an estimate of the amount of time the employee is needed to care for the family member, is adequate.
- e. The City requires that an employee provide a Certification of Health Care Provider form (WH-380) to support the request for leave.

Notwithstanding any other provisions of this policy, when an employee requests Family and Medical Leave as a result of the employee or appropriate family member's serious medical condition, the City may require the individual suffering the condition to obtain a second, City-designated, Health Care Provider's opinion regarding the condition, at the City's expense. In the event that the second opinion differs from the first opinion, a

third Health Care Provider who will be selected by mutual agreement between the City and the Employee will render an opinion. Both the City and the employee will mutually agree upon the third Health Care Provider and that physician's opinion will be binding for both.

The City may require the employee to obtain subsequent and follow-up statements from Health Care Providers.

Notwithstanding any other provisions of this policy, whenever the need to take Family and Medical Leave is foreseeable to the employee, he or she must provide thirty days advance notice to the employee's Department Head regarding the employee's intention to take such leave.

Section E – Prior Use of Accrued Paid Leave

An employee who is taking FMLA leave must use all paid leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is consistent with the use of Sick Leave as outlined in this Manual. In the case of a workplace injury, Injury Leave may be run concurrently with FMLA leave if the reason for the FMLA leave is consistent with the use of Injury Leave as outlined in this Manual. Once the City is informed or becomes aware that the employee has an FMLA qualifying event, the City shall designate any eligible leave taken from the onset as FMLA leave. If paid leave is available to the employee, the employee's paid leave will run concurrent with the FMLA leave from the onset.

Section F – Effect on Benefits

For the duration of Family and Medical Leave, the City will continue the employee's coverage under any group health plan that covers the employee at the time the leave begins. If the employee is responsible for paying a share of health insurance premiums, the employee must make arrangements with the City to pay that share while on leave. Employees on Family and Medical Leave do not earn sick or vacation leave credit during the period of the leave. However, time spent on the Family and Medical Leave is to be considered in determining length of service for purposes where tenure is a factor. Employees shall not earn holiday compensation while on Family and Medical Leave.

Section G – Intermittent Family and Medical Leave

The City may permit the employee to take Family and Medical Leave on an intermittent basis. An employee seeking to take Family and Medical leave on an intermittent basis must specify that fact in their application for such leave.

Section H – Two Spouses Employed by the City

In the event that two spouses are employed by the City, if both spouses are entitled to Family and Medical Leave, the aggregate number of workweeks of leave to which both may be entitled is limited to twelve (12) workweeks during any twelve (12) month period if the leave is taken because of child birth/care or adoption/foster placement, or if the leave is taken to care for a sick parent.

Section I – Return to Work Upon Conclusion of Family and Medical Leave

In the case of Family and Medical Leave used because of the employee's serious medical condition, which makes the employee unable to perform the employee's job, the City may require the employee to provide a physician's statement reporting the employee's fitness for duty prior to returning to work.

Upon returning from Family and Medical Leave, the employee is to be placed in the employee's original position, or to an equivalent position with equivalent benefits.

ARTICLE 16

Court Appearance

Section A – Jury Duty

Any employee required to serve on a jury before a court empowered by law to require such service shall be released from duty with sufficient time to clean up and appear and be paid his regular full pay for hours he would otherwise have worked, less any compensation for jury service.

Section B – Other Appearance

An employee required to appear before a court, legislative committee, judicial or quasi-judicial body as a witness or in response to a subpoena, to testify concerning work related matters shall be compensated in the same manner as for jury duty.

ARTICLE 17

Funeral Leave

Section A – Funeral Leave

A bargaining unit member shall be given twenty-four (24) hours for 24/48 personnel or three (3) consecutive calendar days for five (5) day/40 hour personnel of bereavement time with pay to attend a funeral for members of his immediate family as defined by the City of Riverside Personnel Policies Manual or co-habiting partner. The Fire Chief may grant a request for the use of Funeral Leave for purposes deemed appropriate. The exercise of the Fire Chief's discretion shall not be appealable through the Grievance Procedure.

Section B – Use of Sick Leave

Upon request, additional time may be granted by the Fire Chief for the purpose of travel for the funeral of those relatives listed in Section A if the funeral is out of state or for other reasons deemed appropriate by the Fire Chief. Such additional time will be charged to accumulated sick leave. Additionally, employees may take up to twenty-four (24) hours for 24/48 personnel or three (3) consecutive days for five (5) day/40 hour personnel of paid sick leave to attend a funeral of anyone who is not a member of their immediate family.

Said paid time off shall be counted as "hours worked."

Section C – Advance of Sick Leave

With permission from the Chief, new employees or those without sufficient accumulated sick leave may receive an advance for use as funeral leave. Such advance will be charged against future accumulation.

ARTICLE 18

Military Leave

An employee who enters military service and has re-employment rights under applicable State and Federal Law and Regulations there under shall be considered on military leave of absence and shall retain and continue to accrue seniority during such leave of absence.

Returning service men or women shall have such re-employment or other rights as are guaranteed to them under an applicable State and Federal Law.

Upon entering military service, an employee shall receive all his accrued vacation and/or all other monetary benefits to which he is entitled with the last paycheck prior to entering service or at the employee's request the benefits can be "banked" for future use upon return to employment.

The employee shall be entitled, but not required, to use accrued compensation or vacation time to cover days off for military duty that the employee would have otherwise been schedule to work. Written requests for such use shall be made prior to the commencement of the military duty.

Military leave shall be granted and comply with all state and federal laws in regard to training, duties, and deployments. Official notice shall be submitted to the city stating the dates the employee is being assigned to active duty.

ARTICLE 19

Personal Property (Equipment and Uniforms)

Section A – Clothing List

The Employer shall supply at no cost to the bargaining unit members all equipment and uniforms required by the Employer for the proper performance of the members' duties in quantities specified by the Employer. Uniforms are to include work boots/shoes and "Class A" uniform as deemed necessary and appropriate by the Fire Chief. The quantity of uniforms shall be established in the policy set forth by the Fire Chief.

Section B - Inspection, Repair and Replacement

The City shall regularly inspect, promptly repair, and replace uniforms and equipment, which are damaged or destroyed while members are performing their job duties. Uniforms and equipment, which are lost or stolen from other than Municipal property, shall be replaced by the member. The cleaning of duty uniforms is the sole responsibility of the member.

Section C – Uniforms and Equipment

All members' uniform and equipment will be inspected and repaired or replaced as needed. When a member brings to the attention of his supervisor that his or her uniform or equipment needs to be replaced or repaired, the replacement item or the repair shall be ordered as soon as possible (not later than thirty (30) days.)

Section D – Protective Clothing and Safety Equipment

Any piece of protective clothing or safety equipment in need of repair shall be repaired by qualified personnel as soon as is practicable.

Section E – Additions to Lists

The City may add to the uniform or equipment lists set forth in Section A above if other articles become a required item.

Section F – Glasses and Watches

If an employee loses or damages his prescription eyeglasses or contact lenses (limited to \$200.00), sun glasses (limited to \$40.00), or watch (limited to \$50.00) during laborious activity (fire calls, EMS calls, training or maintenance) the City shall reimburse the employee one hundred (100%) percent of the replacement cost of the listed amounts. If the loss or damage occurs during other required duties during the course of employment, the City shall reimburse the employee fifty (50%) percent of the replacement cost up to one half (1/2) of the listed amount.

Section G – Payment in Lieu of Replacement

When, from time to time, the equipment or uniform items issued to department members is in need of replacement due to age, use, or unrepairable damage resulting from the performance of work-related activities; department members may, upon discretionary approval of the Fire Chief in advance, purchase with their own funds such replacement equipment or uniform items which meet the minimum requirements for safety standards and/or conform to departmental standards as solely determined by the Fire Chief. Upon the purchase of such items, the department member may present the appropriate documentation validating said purchase for the reimbursement of the minimum amount of funds for which the City would have expended to replace the equipment and/or uniform item. Reimbursement for duty boots shall not exceed \$250.00 and be subject to the replacement schedule as determined by the Quartermaster and as approved by the Fire Chief.

Section H - Return of Equipment and Uniforms

Upon an employee's leaving the Department, all issued or purchased equipment and uniform items shall be promptly returned to the Department. In the event that such returnable items were purchased under the provisions of Section G as noted above, the employee shall compensate the City with a payment of, or through a payroll deduction, the minimum amount of funds for which the City would have expended to replace the equipment and/or uniform item. If the employee desires to keep their issued fire helmet or structural fire boots, they may purchase them from the city at a prorated cost based on remaining life with a 10-year life span and at purchase price.

ARTICLE 20

Health and Safety

Section A – Cooperation between Employer and Union

The Employer agrees to maintain adequate provision for the health and safety of its employees during the hours of their employment. The Union and its bargaining unit members agree to obey safety rules and to exercise due caution in all work activities. The Union and all bargaining unit members agree to immediately report any condition to the appropriate supervisor. Bargaining unit members who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, are subject to reasonable disciplinary action, up to and including termination of employment.

The Union and all bargaining unit members agree to cooperate with the City on all matters pertaining to safety and agree to establish a Joint Safety Committee comprised of one representative to be selected by the Union and one representative selected by the Employer whose responsibilities shall include investigation of accidents and recommending to the Employer new or revised safety practices. The Union agrees to cooperate with the City in implementing its workplace safety program. The Joint Safety Committee shall meet at such time as are mutually agreeable.

Section B – Equipment

Employees who reasonably believe that equipment is unsafe shall immediately notify the Fire Chief or his designee, or if unavailable, the Senior Crew Member present. Upon receiving such notice, the Supervisor or Senior Crew Member shall immediately notify the Chief or his designee and, if in his judgment the situation requires, shall place the equipment out of service until verification of its safety can be determined.

Section C – Immunizations

To the extent the cost thereof is not covered by insurance available to a bargaining unit member, the City shall pay the cost for (and unless medically exempted there from) each employee may be eligible to receive the following immunizations:

Hepatitis A (2 shot series) Hepatitis B (3 shot series) Tetanus (and booster)

Diphtheria (booster five (5) year Titters) Tuberculosis Influenza

Section D – Manning of Shifts

Unless prevented by layoffs, normal manpower assigned to shifts will consist of at least five (5) qualified employees, which may consist of any combination of full-time, part-time, and supervision based on required staffing positions. The manning of a shift with less than five (5) qualified employees will not be deemed a violation of this Agreement provided the lack of manpower results from causes beyond the reasonable control of the Department and City has utilized available alternatives such as general recall, order-ins, etc.

Section E – Physical Examination

During the first twelve months of this agreement, all bargaining unit members shall be required to take a physical wellness examination. Any cost of said physical examination not paid by the member's medical insurance shall be paid by the City.

Section F –Fitness for Duty

If at any time the City has reasonable and documented cause to believe that a bargaining unit member is mentally or physically unable to perform his or her required duties, it may require the member to take an examination to determine his physical or mental capacity to perform required duties, which exam will be scheduled at the earliest available date and time. The City shall bear the cost of such examinations. The results of the examination shall be made available to the City.

If the examination determines that the employee is unable to perform his/her required duties or that his/her condition jeopardizes the member's or the health and/or safety of the member, coworkers or the general public, the member may be placed on sick leave retroactive to the date the member was ordered to take the mental or physical examination. If the examination determines that the employee has been and is currently able to perform his required duties, any sick leave used during that period of forced absence shall be re-credited to the employee's account.

If the member disagrees with the results of a mental or physical examination, the member may, at the member's own expense, obtain an examination and opinion from another physician. If the results of the examination and/or opinion differ, the respective physicians shall select a third physician who shall examine the member and render the final determination which shall be binding all parties. The expense of the third physician, to the extent not covered by the member's medical insurance, shall be equally divided between the City and member.

ARTICLE 21

Education

Section A – Shift Assignments

Upon reasonable advance request and consistent with manpower requirements and funding availability as documented by the City and made available to the Union, the Employer shall arrange an employee's shift to permit him to pursue a degree in a course of studies related to Firefighting and/or EMS or otherwise job related and/or approved by the Fire Chief. Said courses may involve law enforcement related subjects if, in the Chief's discretion, the courses are beneficial to the operation of the Department.

Section B – Continuing Education and Special Training

If the Employer requires an employee to pursue special training or continuing education courses, tuition and other reasonably related expenses will be reimbursed to the Employee. Reimbursement for classes within the Metro Dayton Area shall be limited to the cost of the course only.

The Employer will attempt to provide reasonable training opportunities to its employees regarding Continuing Education Units (CEUs) for maintaining current certifications.

Section C - "Hours Worked"

When the Chief requires course work or training, other than the course work or training required to maintain certification, and the course work or training cannot be received at a time other than on an employee's scheduled day off, the time spent in taking the course work or training shall be deemed "hours worked". Time spent by an employee in courses, required by the State to maintain certification (i.e. courses that can not be taken) at a time, other than an employee's schedule day off shall be deemed "hours worked."

Section D – Educational Assistance Program

The City will reimburse (or advance if approved by the City Manager) sums to bargaining unit members for educational expenses under the following terms and conditions:

1. A bargaining unit member must have completed one (1) year of continuous service (career or part time) with the City prior to enrolling in a course.
2. The course must be taken at a Ohio State supported and accredited college or university pursuant to and part of an established program leading to either an Associates or Bachelor’s Degree in Fire Science, EMS Science, EMS Management or Fire Technology or similar program approved by the Fire Chief.
3. Courses must involve attendance by the member in a “classroom” situation or involve facility directed research or other projects of similar nature which receive a letter grade of A, B, C, D, or Pass/Fail (or percentage equivalents). No reimbursement will be given for portfolio or non-traditional course work; provided however, that members may enroll in correspondence programs offered by educational institutions as defined in (2) above, so long as the courses involve a proctored testing procedure and a letter grade of A, B, C, D or Pass/Fail (or percentage equivalents).
4. Reimbursement shall only include the cost of tuition and required textbooks up to a maximum of six (6) semester hours or nine (9) quarter hours per quarter or semester. Enrollment fees and other service charges shall be the responsibility of the member.
5. Academic courses proposed for reimbursement shall be submitted to the Fire Chief for his approval prior to enrollment.
6. Only those university level courses of a direct Fire Science or Fire Technology content shall be considered for reimbursement or advance.
7. The City shall not reimburse fees for any course for which the bargaining unit member received a scholarship, grant, or subsidy to the extent of such aid.
8. Reimbursement of tuition and textbooks shall be based upon member course performance in accordance with the following schedule:

<u>Grade Attained</u>	<u>Employer Reimbursement</u>
A	100%
B	85%
C	75%
D or Lower	0%
Pass or Satisfactory (if Pass/Fail)	100%
Fail or Unsatisfactory (if Pass/Fail)	0%

If the employee’s grade is reduced because of employee’s not being in attendance due to not being permitted time off, the reimbursement shall not be reduced.

9. Upon completion of an eligible course, the member shall promptly submit to the Fire Chief, or his designee, a copy of the course grade report, a receipt for necessary textbooks, and a billing statement issued by the university or college setting forth the cost of tuition.
10. Any bargaining unit member receiving reimbursement of educational expense must repay such reimbursement if he leaves the employment of the City for any reason within twelve (12) months of receiving said reimbursement and only shall reimburse such expenses that have been received within the twelve (12) month period, provided however, that if the member retires in good standing for a job related medical disability, during the referenced time period, he/she shall not be required to reimburse the City any of those said funds.

ARTICLE 22

Legal Representation and Indemnification

Section A – Representation

The City shall provide for the defense of any bargaining unit member in any state or federal court in any civil action or proceeding to recover damages for injury, death, or loss to person or property allegedly caused by an act or omission of the bargaining unit member in connection with a governmental or proprietary function if the act or omission occurred or is alleged to have occurred while the bargaining unit member was acting in good faith and not manifestly outside the scope of his employment or official responsibilities. This duty does not apply in any civil action or proceeding commenced by, or on behalf of, the City.

Section B – Indemnification

The City shall indemnify and hold harmless a bargaining unit member in the amount of any judgment, other than a judgment for punitive or exemplary damages, that is obtained against the employee in a state or federal court or as a result of a law of a foreign jurisdiction and that is for damages for injury, death, or loss to persons or property caused by an act of omission in connection with a governmental or proprietary function if, at the time of the act or omission, the bargaining unit member was acting in good faith and within the scope of his employment or official responsibilities.

ARTICLE 23

Seniority and Probation

Section A – Seniority Defined

Seniority – a bargaining unit member’s length of continuous full-time service with the City based on his original date of hire or promotion, as seniority may relate to the position to which the member was promoted. Seniority shall be the basis for such benefits as accumulation of sick leave, vacation or other cumulative benefits based on length of service.

Section B – Seniority List

The Employer shall maintain and post a Seniority list, by date of hire, or if the hire date is the same, by standing on the eligibility list.

Section C – Probationary Period

The probationary period for newly hired and promoted Firefighters and Lieutenants shall be determined in the Personnel Policies Manual. A probationary employee shall be entitled to process grievances concerns on all matters except those related to discipline or job performance.

Section D – Seniority Retention and Insurance Coverage

1. An employee’s seniority shall cease and his employment terminated upon any of the following:
 - a. Resignation or “Quit”;
 - b. Termination which is not modified or reversed through a grievance or arbitration;
 - c. Retirement (Years of service and/or Retirement Disability);
 - d. Layoff in excess of twelve (12) months;
 - e. Absence from work (resulting from a City work-related injury or illness compensated by Workers Compensation) in excess of twelve (12) months (except that if at the 12th month the employee is examined by a physician mutually acceptable to the City and Union and is certified as being able to return to work within six (6) months, the employee’s seniority shall continued for an additional six (6) months);
 - f. Absence from work (resulting from non-City work related injury or illness or FMLA approved reason) in excess of retained sick leave or twelve (12) weeks whichever is longer, except that after twelve (12) weeks the employee shall be retained on a preferential rehire list at an Entry Level for new job openings for a period up to an additional six (6) months. If hired during that period the employee shall start with a new date of hire for purposes of seniority.

2. The retention of seniority shall not entitle an employee to any specific benefits or the continued accrual of additional seniority unless specifically set forth in other provisions of this Agreement.
3. Employees shall continue to be eligible for health insurance coverage as follows:
 - a. After resignation or quit – as determined by COBRA;
 - b. During layoff for a period of three (3) months after which as determined by COBRA;
 - c. During military leave in excess of thirty-one (31) days – as determined by COBRA and USERRA;
 - d. During absence from work (resulting from City work-related injury or illness compensated by Workers Compensation) for a maximum of twelve (12) months (except that if at the 12th month the employee is examined by a physician mutually acceptable to the City and Union and is certified as being able to return to work within six (6) months), the employee's insurance shall be continued for an additional six (6) months.
 - e. Absence from work (resulting from non-City work-related injury or illness or FMLA approved reason) for a maximum of retained sick leave or twelve (12) weeks whichever is longer.

ARTICLE 24

Promotions

Section A – Posting

All full-time position openings subject to inclusion in the bargaining unit within the Fire Department shall be posted for a period of fourteen (14) calendar days to permit members to advise the Employer of their interest in applying for that position. The posted notice shall include the procedure by which an interested applicant will submit a memo to the Human Resources Administrator indicating their interest in being considered and the qualifications required for success in the position.

During the fourteen day position posting period, the Union President shall be afforded the opportunity, to request of the Fire Chief, to review the proposed Candidate Selection Process procedure for which candidates will be evaluated and offer suggestions with regard to the selection process. However, the final determination on the method and manner for candidate evaluation will be at the sole discretion of the Employer.

Following the fourteen day notice period, a Candidate Selection Process notice shall be posted. The notice shall also include the testing procedure that will be followed to fill the vacancy and shall be posted no sooner than fourteen day prior to the commencement of said testing procedure unless a written examination is included as part of the procedure. When a written examination is included as part of the testing procedure, the Employer will allow candidates a minimum of thirty (30) calendar days to prepare for such written exam as well as provide at least one (1) hard copy at each station of the materials necessary to study for said exam.

ARTICLE 25

Work Rules and General Orders

Section A – Establishing Work Rules and Procedures

The City has the right to establish reasonable work rules and procedures consistent with its management rights herein set forth in this Agreement and to regulate bargaining unit members in the performance of their duties in the Fire Department and as Municipal employees. All such work rules, policies and procedures shall be reduced to writing and shall be provided to all bargaining unit members in the form of departmental rules, orders and policies and as a general employee handbook in order to be binding and effective. All such rules, policies and procedures are to be interpreted and applied uniformly to all bargaining unit members covered by this Agreement under similar circumstances. The Union, through its President, but not individual bargaining unit members, may grieve the uniformity of application and interpretation and reasonable application of any work rule, policy, or procedure made on management's behalf.

Section B – No Prior Informal Course of Dealing

The Union and the City agree that there currently exists no prior informal course of dealing between them that has not been formalized in a currently established rule, regulation or policy adopted in writing, which governs the terms and conditions of employment of the bargaining unit members. The parties further agree that they will not establish any informal course of dealing governing the terms and conditions of employment of the bargaining unit members during the period of this contract. Further, both parties agree that no verbal statement or agreement by any Supervisor or any other person shall supersede or amend a written departmental rule, order, policy, personnel manual or employee handbook issued by the City; or establish a past practice under this Agreement. It is further agreed that the Fire Chief, upon discovery of any such verbal agreement, shall issue a formal order to cease such agreement or practice.

Section C - Copies

The President of the Union shall be provided with written copies of any proposed changes or new provisions of the above documents prior to their adoption by the City.

ARTICLE 26

Labor – Management Committee

The Employer and Union agree that when matters arise regarding the interpretation of this Agreement, a Labor/Management Committee meeting between the Employer and the Union may be called, upon a written request of the Union, to establish a mutual understanding of the matter(s) in question. The written request provided by the Union shall document that portion of the contract for which the interpretation issues arises and the Committee shall limit its discussion to the matter(s) documented in the Union's request.

The Committee shall be composed of those representatives from the Employer most knowledgeable in the matter brought forth by the Union. The Union's Committee membership shall be any combination of its membership totaling not more than three (3) persons.

In the event that the Labor/Management Committee is unable to establish a clear and mutual understanding of the matter brought forth by the Union, nothing shall preclude the Union from exercising its rights as more clearly defined within this contract in trying to establish clarity of the original matter(s) brought forth for discussion by the Committee.

ARTICLE 27

Union – Management Cooperation

The Union recognizes that in consideration of the commitments herein made by the City, there is an obligation upon every bargaining unit member to give honest, efficient, and economical service in the performance of his duties.

The Union agrees that it will not directly or indirectly oppose or interfere with the legitimate and reasonable efforts of the City to maintain and improve the skill, ability, and production of the work force and to reduce waste spoilage or materials.

The Union further agrees that in the interpretation of the provisions of this Agreement and in grievance settlements and in arbitration awards, just consideration shall be accorded to the necessity of the efficient operation of the Fire Department, in order that wages, benefits, and other obligations assumed by the City may be discharged without an adverse effect upon the financial condition of the City.

ARTICLE 28

Alterations in the Workforce

Section A – Initiating Alterations in the Workforce

Prior to initiating alterations in the full-time labor force, the Employer will endeavor to review and evaluate other means of cost reduction which will include, but is not limited to wage freezes, wage reductions, furloughs, reductions in or deletion of appropriate capital or operation expenses. However, the final means and methods to address financial constraints upon the City shall be the sole right of the Employer to determine and execute.

If, after evaluating other alternatives, it is deemed necessary to reduce the full-time workforce, the following procedures will apply:

Section B – Reductions in Part-time Hours

In the event that any full-time member of the department must be reclassified for the purposes of reducing labor costs to the City, the following will apply:

<u>Number of full-time reductions</u>	<u>Reduction to 42,000 scheduled part-time hours</u>
1	21,000 (21,000 Remaining)
2	14,000 (7,000 Remaining)
3 or more	As Per Employer

Section C – Employment Status Alteration Order

When it is determined by the Employer that the employment status of a regular full-time employee must be changed in an effort to reduce operational costs, the employees affected will be altered in the classification affected according to lowest seniority first, provided the employee(s) retained have the immediate skill and ability to perform the jobs to which they will be assigned or can acquire said skills within a reasonable period of time.

Prior to the implementation of traditional lay-offs, full-time members of the department, in review of seniority status as identified above, shall have their employment status altered to regularly scheduled part-time status. Under an altered status, the affected employee shall be provided the maximum scheduled hours for a regular part-time employee at their last full-time hourly pay rate. Such regular part-time status shall also include any other benefits as may be outlined within the City of Riverside Personnel Policy Manual.

Such alterations in employment status may continue until such time as the total availability of funds or available part-time hours have been maximized. At such time, that member of the unit whose employment status has been altered will be eligible for traditional lay-off action.

Section D – Displacement Rights

Provided a laid-off employee possesses the immediate skill and ability or can acquire said skills within a reasonable period of time, and any certifications or licenses required to perform and hold a position in another classification, said employee may bump a less senior employee in another classification.

Section E – Retention of Seniority

Employees will retain their seniority for a period of twelve (12) months and may be reinstated for up to one (1) year after their displacement. In the event that a member of the Unit was subject to an alteration in employment status, such seniority retention as described herein shall not take effect until their lay-off from regular part-time employment status.

Section F – Payment for Unused Vacation Leave

Upon layoff, an employee shall be paid for accrued but unused vacation leave. Such payment shall be included with the employee's last regular paycheck.

Section G – Recall by Reverse Order of Layoff

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

Section H – New Employees and Notice

No new Lieutenant, Firefighter/Paramedic, employees shall be hired until all employees who have been laid off in the within classification within the prior twelve (12) months have been given the opportunity to return to work. Laid-off employees will be notified by certified mail return receipt request at their last known address to return to work within seven (7) calendar days. Failure to report within the time limit will remove them from the recall list. Employees on layoff are responsible for advising the Employer of their current address.

Section I – Job Classification

For purposes of this Article only, job classifications shall be those set forth in Article 2, Section A.

ARTICLE 29

Termination

Upon termination of an employee, the employee shall receive all earned but unpaid wages and vacation pay:-

ARTICLE 30

Discipline

Section A – General

The City may not suspend, discharge or otherwise discipline a bargaining unit member (except for probationary employees for performance reasons) except for just cause. Imposition of discipline or a notice of a Pre-Disciplinary Conference, if given, shall be given to a bargaining unit member within fourteen (14) days after the incident comes to the attention of the Fire Chief or within twenty-one (21) days after the incident occurs (whichever is shorter) unless the violation is deliberately hidden by the employee or involves a matter which could be considered a criminal incident by law enforcement officials. Periods set forth herein may be extended for reasonable periods (not to exceed thirty (30) days unless agreed to by the Union) to permit a comprehensive investigation of the incident.

Any Pre-Disciplinary Conference held pursuant to the provisions of this Article shall be held within fourteen (14) days following service of the Notice of Pre-Disciplinary Conference, unless such time is mutually extended by the Union and Management.

Section B – Right of Representation

At any time during the questioning of a bargaining unit employee that could likely result in disciplinary action, the bargaining unit employee shall be entitled to be represented by a Union Representative during questioning.

Prior to any investigative interview, the employee shall be informed of the nature of the investigation and, to the extent then known, whether the investigation is focused on the employee for potential disciplinary charges. In any investigatory interview between an employee and a member of the administration of the Employer where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee is entitled to Union representation, unless waived in writing.

Any member who has been the subject of an investigation shall be informed, in writing of the results at the conclusion of the investigation.

Section C – Principles of Progressive Discipline

Discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct. Discipline shall consist of the following:

1. oral reprimand;
2. written reprimand;
3. short term suspension without pay;
4. long term suspension without pay;
5. demotion;
6. discharge.

Generally, discipline will be administered in a progressive manner; however, infractions of a more serious or aggravated nature may result in more serious discipline.

Section D – Administering Discipline

Suspensions of twenty-four (24) hours (three, eight (8) hour days) or less may be imposed by the Fire Chief or designee. Longer suspensions, demotions or discharges require action by the City Manager. Fire Lieutenants and Battalion Chiefs may discipline employees using oral or written reprimands.

Section E – Procedure

Whenever the Employer or its designee determines that an employee's conduct may warrant a suspension, demotion, loss of accrued time or termination, a Pre-Disciplinary Conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The accused employee may be represented at a Pre-Disciplinary Conference by a Union Representative, if the employee chooses.

Except in emergency situations, employees shall be given at least seventy-two (72) hours advance notice of the hearing date and time. At the Pre-Disciplinary Conference, the employee may elect to do any of the following:

1. Appear at the hearing and present an oral or written statement;
2. Appear at the hearing and have a representative present an oral or written statement;
3. Have a representative appear at the hearing and present an oral or written statement in place of an employee, who is physically unable to appear at the conference; or,
4. Elect to waive; in writing, the opportunity to have a Pre-Disciplinary Conference.

If an emergency suspension without pay is ordered, the Notice of Pre-Disciplinary Conference shall be given to the employee on the City's next business day.

Section F – Appeals of Disciplinary Actions

Appeals of disciplinary actions imposed by the City Manager or designee shall be filed at the City Manager's level of the Grievance Procedure. Appeals of disciplinary actions imposed by the Fire Chief or designee shall be filed at the Fire Chief's level of the Grievance Procedure. Appeals of disciplinary actions imposed by Fire Lieutenants or Battalion Chiefs shall be filed at the Battalion Chief's level of the Grievance Procedure.

Whenever possible, appeals are to be filed with the supervisor who ordered the discipline. In the case of an appeal of a Lieutenant's order of discipline, the Step 2 appeal shall be filed to the employee's Battalion Chief or designee.

Section G-Confidentiality

Both the Union and the City recognize that discussions between any member(s) of the Union subject to the disciplinary proceedings or under investigation for conduct or action contrary to the provisions of this Agreement; the Riverside Fire Department Policies and Procedures, and/or the City of Riverside Personnel Policy Manual and Union Representatives, or other member selected by the employee are confidential in nature.

Both the Union and the City also recognize that, in the event any member(s) of the Union subject to disciplinary proceedings or under investigation for conduct or action, who discuss said disciplinary proceedings or investigation for conduct or action with members of the Union who are not classified as Union Representatives or another member selected by the employee, or subject to the same disciplinary proceedings or under investigation for the same conduction or action, waives the right to said confidentiality.

By waiving such right of confidentiality as outlined above, those members of the Union who are knowledgeable to information pertinent to the disciplinary proceedings or investigation for conduct or action, may be compelled to provide testimony to their knowledge of events or information, as may have been shared with them through conversations or discussions in which confidentiality was waived as described herein.

Section H-Late/Tardiness Discipline

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

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

Second Late - Any employee late two (2) times in a twelve (12) month period shall receive a written reprimanded.

Third Late - Any employee late three (3) times in a twelve (12) month period shall receive a one (1) day suspension.

Fourth Late - Any employee late four (4) times in a twelve (12) month period shall receive a five (5) day suspension.

Fifth Late - Any employee late five (5) times in a twelve (12) month period shall receive a ten (10) day suspension.

Sixth Late - Any employee late six (6) times in a twelve (12) month period shall be terminated from employment.

ARTICLE 31

Grievance Procedure

Section A – Purpose

It is the intent of this Article to provide a means for the reasonable settlement of certain disputes between a bargaining unit member acting through the Union, the Union and the City. The Union, its bargaining unit members and supervisory personnel should, however, make every possible effort to settle differences without making use of the procedures in the following sections.

Section B – Procedure

1. A grievance is defined as any dispute or controversy between any bargaining unit member acting through the Union and/or the Union with the City that involves the interpretation or application of any provision of this Agreement; the effect, reasonableness or application of any work rules, policies or procedures established and enforced by the City and the discipline of any bargaining unit member; but shall not include situations where the dispute or controversy is due to the actions of a bargaining unit member in the interpretation or application of any of the provisions of this Agreement, or any work rule, policy or procedure of the City. Unless otherwise set forth in this Agreement, nothing in this Article is intended to deny a bargaining unit member or the union the right to seek redress of those rights through any agency or court of competent jurisdiction. The Grievance Procedure shall not be available to any person or the Union if redress has been sought through any agency or court of competent jurisdiction as set forth herein. Any grievance not presented in writing for disposition through the grievance procedure set forth below within seven (7) calendar days of the occurrence of the facts and conditions giving rise thereto, or within seven (7) calendar days of the grievant's knowledge of the occurrence, whichever comes later, but in any event no more than fifteen (15) calendar days, or any grievance not appealed within the time limits specified herein, shall not be honored.
2. Grievances will be settled at the earliest possible step of the procedure. The bargaining unit member acting through the union or the Union must proceed through all the appropriate steps of the grievance procedure in the proper order and within the prescribe time limits. Where a grievance cites issues of law or interpretation, which the individual hearing the grievance cannot address, the grievance may be forwarded to the Law Director for an opinion before proceeding. All time limits set forth in this procedure shall be held in abeyance until a response from the Law Director is received. Said response shall be within seven (7) calendar days.

Section C – Steps

Step One – Informal Step

A bargaining unit member having a grievance will first attempt to resolve it informally by meeting with his immediate Supervisor, at or after, the time the incident-giving rise to the grievance occurs. At this step, there is no reason to put the grievance in writing, no report needs to be submitted by the Supervisor and there shall be no Stewart present. The Supervisor shall render a decision no later than two (2) calendar days from the date of the meeting. If the bargaining unit member is not satisfied with the response from his immediate Supervisor at this step, he may pursue the formal steps, which follow.

Step Two – Supervisor

If the grievance is not resolved at Step One, the bargaining unit member shall contact the Steward. The Steward may submit, on behalf of the bargaining unit member, a formal written grievance within the time specified in Section B (1), provided, however, that when the grievant is also a Steward, he shall submit the grievance through the Union President and/or his designee.

Step Three – Fire Chief

Should the Union not be satisfied with the answer received in Step Two, it may, within seven (7) calendar days after its receipt thereof, forward the written grievance and the answer given in Step Two, to the Fire Chief.

The Chief shall hold a meeting concerning the grievance at which the grievant and his Steward shall be present. At the conclusion of this meeting, and not to exceed seven (7) calendar days after his receipt of the grievance forms, the Chief shall respond to the grievance in writing.

Where the grievant's immediate Supervisor is the Chief, the grievant shall take the grievance to Step Three and proceed through the Steps outlined in Step Three without going through Step Two.

Step Four – Municipal Administration

Should the Union not be satisfied with the written answer received in Step Three, it may within seven (7) calendar days after its receipt thereof, submit said grievance to the City Manager or his designated representative and request that the meeting contemplated by this Step Four be scheduled.

Upon receipt of the written grievance, the City Manager may, at his own discretion, schedule a meeting to be held within seven (7) days to discuss the grievance. The City Manager shall inquire into the circumstances and allegations surrounding the grievance to the extent he determines to be necessary.

If the City Manager determines to hold a meeting, the grievant, steward, and Union President, may be present at their option. In addition, a duly accredited representative of the state and/or international association may attend the meeting.

The City Manager shall render his decision in writing and return a copy to the Union within seven (7) calendar days of the meeting.

Step Five – Binding Arbitration

If the grievance is not settled in accordance with the foregoing procedure and only if it involves a claim that the City has violated this Agreement, the Union or the City may refer the grievance to binding arbitration within fifteen (15) calendar days after receipt of the City Manager's answer in Step 4. All arbitration shall be conducted pursuant to the procedure and rules and be conducted by the Federal Mediation and Conciliation Service. The Union shall provide the City Manager with copies of any request for arbitration filed. All arbitration hearings shall be held in Riverside, Ohio unless the parties mutually agree otherwise.

The arbitrator shall act in a judicial, not legislative capacity and shall have no right to amend, modify, nullify, ignore, add or to subtract from the provisions of this agreement.

He shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him. In the event the arbitrator finds a violation of the terms of this Agreement, he shall fashion an appropriate remedy. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the closing of the hearing. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and non-employee witnesses.

Two or more grievances may not be jointed or consolidated for hearing by an arbitrator except upon agreement of both parties.

The parties may by mutual agreement waive any steps or any of the time limits of this Article.

The City is authorized to pay grievance settlements.

Section D – Extensions of Steps or Time Limits

The steps or time limits specified at any Step may be extended in any particular instance by written agreement between the City and the Union. In the absence of mutual extensions, the grievant may, at any Step where a response is not forthcoming within a specified time limit, move the grievance along to the next Step in the procedure and proceed therein as though the answer at the prior Step had been given.

Section E – Grievance Forms

Grievances shall be submitted on standard grievance forms.

Section F - Consultation

A bargaining unit member shall be given reasonable time to consult with his/her appropriate Steward during working hours related to a grievance matter after first notifying his/her immediate Supervisor of such a desire. Such privilege will not be abused by the bargaining unit member and shall not be unfairly withheld by the Supervisor and shall be consistent with the mutual duties of all parties to assure the safety of the citizens.

ARTICLE 32

Personnel Records

Section A – Maintenance of Files

The City shall maintain only one (1) official personnel file per bargaining unit member. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals, written disciplinary actions (written records of oral counseling and oral reprimands are not to be included in a personnel file) salary history, and other employment records.

Personnel files are the property of the City and access to the information they contain will be restricted insofar as allowed by law. The parties hereto understand, however, that R. C. § 149.43 (Ohio Public Records Act) may allow public access to the contents of a personnel file.

Bargaining unit member may review their own personnel files, upon reasonable advance notice, in the City's office and in the presence of an individual approved by the City to maintain the files. A bargaining unit member may obtain copies of all materials in his personnel file at no cost.

If a bargaining unit member feels that an unfavorable letter, or other item of information, has been placed in the member's file, the member may place a reply to this information in the file. Said reply would accompany the information to any other persons having legal access to said file.

Section B – Disciplinary Records

Records of oral reprimands shall cease to have force and effect or be considered in future discipline matters six (6) months after their effective date, provided there are not intervening disciplinary actions during that time period.

Records of written reprimands shall cease to have force and effect or be considered in future discipline matters Twelve (12) months after their effective date, provided there are no intervening disciplinary actions during that time period.

Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future discipline matters thirty (30) months after their effective date, providing their effective date, providing there are no intervening disciplinary actions taken during that time period.

Section C - Admissibility

Disciplinary actions older than as provided in Section B above shall not be admissible in disciplinary actions against bargaining unit members or forwarded to prospective employers of a bargaining unit member, unless otherwise required or permitted by law.

Section D - Third Party Requests

In the event a request by a third party is received to examine the member's document(s)/file, the member will first be provided such notice (written or verbal) as is reasonable under the circumstances and given opportunity to object. The parties understand the Employer's obligation to comply with R.C. § 149.43 (Ohio Public Records Act) imposes short time deadlines for response to requests for inspection and that the inability of the Employer to contact the member or any delay by the member in objecting may result in a waiver of any exemption from disclosure that may apply.

ARTICLE 33

Direct Deposit of Pay

Upon written authorization of a bargaining unit member, the City will directly deposit his pay in a banking institution selected by the employee. All employees who have selected direct deposit of their pay and all new employees covered hereunder shall have their pay directly deposited into a banking institution of the employee's choosing.

ARTICLE 34

Employee Assistance Plan and Substance Testing

Section A – EAP

Employer shall promptly establish an Employee Assistance Program ("EAP") to provide a counseling and/or referral service for employees who have continuing personal problems which may adversely affect their work performance. These problems may be financial, emotional, family, legal, or drug and alcohol related.

Section B – Referrals

Referrals to treatment or counseling services may be initiated by the employee and/or Supervisor through the EAP Coordinator. All referrals are strictly confidential and unless otherwise prohibited by law, no records of referrals will be kept in the employee's personnel file to which public access is permitted. Unless referral is mandatory under the Employer's Substance Abuse Policy, EAP services are strictly voluntary, and participants in the program will still be required to meet existing performance standards. Initial costs associated with preliminary interviews, counseling and referral shall be borne by the City. Costs associated with any ongoing counseling or other professional services shall be the responsibility of the Employee unless otherwise covered by applicable health insurance programs. No professional type counseling will be conducted at the workplace nor performed by the Employer or other Employees. Supervisors will be briefed annually on how to properly respond to the employee who seeks assistance. Additional information may be obtained by contacting the designated EAP Coordinator, Director of Personnel or City Manager.

Section C – Substance Testing – Definitions

1. Employee – means any bargaining unit member
2. Employer – means the City of Riverside
3. Controlled Substance - (also referred to herein as “illegal drugs”) means a controlled substance as defined in R. C. Chapter 4506 (Commercial Drivers License Provisions) or as otherwise defined under applicable Federal and State Law.
4. Harmful Intoxicant – means a substance defined at Chapter 2925 ORC or as otherwise defined under applicable Federal and State Law.
5. Conviction – means a finding of guilt, [includes a plea of nolo contendere (no contest) or the imposition of a sentence, or both], by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.
6. Criminal Drug Statue – means a Federal, State, or Local criminal statute or ordinance involving the manufacture, distribution, dispensing, use or possession of any controlled substance or harmful intoxicant.
7. Reasonable Suspicion – is defined as an apparent state of facts and/or circumstances found to exist on inquiry by the Supervisor which would warrant a reasonable, prudent person to believe the employee was under the influence of a controlled substance, harmful intoxicant, beer, wine, or intoxicating liquor. Said facts shall be set forth verbally to the employee at time of notification and a copy in writing provided to the employee within twenty-four (24) hours.
8. Random Testing – is defined as selection of any employee of the Fire Department for substance testing on an indiscriminate basis.
9. Post Accident Testing – is testing of a driver of a motor vehicle after the driver was engaged in an accident reportable to the State of Ohio.

Section D – Drug Free Work-Place Article

1. It is the procedure of the City of Riverside to maintain a safe and productive “Drug-Free” work place for its employees; employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or harmful intoxicant.
2. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or harmful intoxicant by any employee, which takes place in the work place, is strictly prohibited and will result in criminal prosecution and employee discipline.
3. Any employee convicted or any Federal or State criminal drug statute occurring in the work place must cause the employer to be notified of that fact within five (5) calendar days of the conviction.
4. Any employee who reports for duty in an altered or impaired condition which is the result in whole or in part of the illegal use of a controlled substance or harmful intoxicant or use of beer, wine, or intoxicating liquor will be subject to disciplinary action. As set forth hereafter the employer may choose to hold disciplinary action in abeyance while an employee participates in drug and/or alcohol rehabilitation. The employee assistance will remain confidential and not be noted in the employee’s personnel file however; the Employer shall maintain records concerning said referral and treatment that shall not be available to the public unless required under applicable law. This “Drug Free” work-place article shall apply to all bargaining unit members.

Section E – Distribution of Drug Free Work-Place Article

1. All bargaining unit members will receive a copy of the City’s Drug Free Work-Place Statement, Drug Free Work-Place Article, and Drug Testing Article and will be required to sign for receipt of those copies, in which a copy of the signed article will become a permanent part of the employee’s personnel file.
2. All bargaining unit members will be given notice that the City reserves the right to order employees to submit to drug testing only with reasonable suspicion in accordance with this article of the Collective Bargaining Agreement.

Section F – Employee Drug/Alcohol Testing

1. In accordance with R.C. § 4506.15, no employee shall operate City equipment or drive a City motor vehicle:
 - a. After having consumed alcohol within the prior eight (8) hours;
 - b. After having consumed, ingested or inhaled any controlled substance or harmful intoxicant;
 - c. While having a measurable or detectable amount of alcohol or of a controlled substance or of a harmful intoxicant in his blood, breath, or urine;
 - d. While having an alcohol concentration of four-hundredths of one per cent or more;
 - e. While under the influence of a controlled substance or of a harmful intoxicant.
2. In order to maintain a safe and healthy environment in which to work, the employer reserves the right as a condition of continued employment, the ordering of an employee to submit to examinations including blood, hair, or urine tests for illegal drugs and/or harmful intoxicants or the misuse of legal drugs and/or harmful intoxicants or the misuse of legal drugs and/or alcohol on a random basis, on a post accident basis or where there is reasonable suspicion that an employee's work performance is affected by the condition, or on a statistically random basis to the extent such random testing is required under applicable Federal and State law. Reasonable suspicion shall be determined by the employer or designee on the basis of reliable and verifiable information provided to him/her, including but not limited to descriptions of appearance, behavior, speech or breathe odor. All reliable and verifiable information shall be made available to the member's union representative.
3. This testing shall be conducted solely for administrative purposes. Results obtained shall be held in complete confidentiality and may not be used in criminal proceedings other than by subpoena from a judicial body.

Section G – Substance Testing

To the extent that the Employer implements a Substance Testing Program that this applicable to employees covered by this Agreement, the following minimal standards shall apply:

1. All drug/alcohol-screening tests shall be conducted by medical laboratories licensed by the State of Ohio or properly accredited by a recognized national organization (e.g. The College of American Pathologists). The procedure utilized by the employer and testing laboratory shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. The foregoing laboratory procedures shall be the protocol followed by this article, and shall be outlined in writing, concerning the collection of bodily fluids utilized for examination and testing. The samples collected shall be contained in three (3) separate containers for use in the following prescribed testing procedures. All separate containers shall be initialed by the member and the person taking the samples after sealing of the containers. Either party may have another representative present as a witness during the taking of the aforementioned samples at no loss of wages for any party.
2. This protocol procedure shall be sent to the Union; and at its option and expense, the Union may send the protocol procedure to a board certified clinical pathologist for opinions as to the adequacy of the procedure. If the Union finds bona fide serious testing process flaws in the protocol, the Employer will communicate with and/or solicit other potential vendors to achieve an acceptable protocol that satisfies accepted industry standards.
3. If the protocol is accepted by the Union, and no timely objection is made by the qualified expert for the Union, the designated vendor will be accepted and collection point designated.
4. The results of the testing shall be delivered only to the Fire Chief, City Manager, and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results were obtained using the approved protocol methods. The employee shall provide a representative from the bargaining unit member shall have a right to access to the results upon request to the Fire Chief, with the employee's written consent.
5. Upon direct orders by the Employer pursuant to this Substance Testing Article, the employee shall, at the expense of the City, submit to such test; and upon request, the employee will sign an appropriate release form authorizing withdrawal of blood or urine or the taking of hair samples and the release of the test result to the employer.

6. Refusal by an employee to submit to the test under this Article, as ordered, or the refusal to sign a release form, as required, or the failure or refusal to provide either a specimen of urine or blood or the taking of hair samples, as ordered, shall constitute a presumption of a positive test result and may result in such employee's discipline. At the time of taking of the original specimens, three (3) separate specimens will be taken. Two of the specimens shall be delivered to separate testing facilities and the third shall be sent to a drug testing facility of the employee's choice. The employee's sample will be tested at the employee's request and expense. The testing facilities chosen shall have Liability Insurance to protect the employee from false readings of the specimens being tested. If the results of the two (2) separate tests required by the City have not been returned within twenty (20) calendar days and the employee deems it necessary to have his/her specimen tested, the cost of such test shall be paid by the City. No employee shall suffer any loss of wages or accumulation of any type of leave while waiting for the result of any test or physician verification for his/her return to duty if the drug test returns indicate the employee was substance free.
7. If the screening test is positive, a confirmatory test shall be conducted. The positive findings of the first confirmatory test may be followed by the employer desiring that the second sample be tested.
8. In the event the second test confirms the results of the first test, the Employer may proceed with sanctions as set forth in this Article.
9. In the event that the second test contradicts the results of the first test, the employer may request a third test at a laboratory from the list maintained by the employer, approved by the employer and Union. The results of this test, if positive, shall allow the employer to proceed with the sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
10. In the event that two tests are positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense. If this test were to come back negative, all of the testing procedures shall be investigated and a meeting with the member, union, and the City shall take place in order to decide if another test would benefit the accused. If possible or necessary another sample may be taken or retesting of the prior samples taken at the joint (50-50) expense of both the employee and the employer.
11. A list of three (3) testing laboratories shall be maintained by the employer. These laboratories shall conduct any testing directed by the employer. The employer shall obtain the approval of the Union as to any laboratories put on this list, which approval shall not be unreasonably withheld.

12. After two (2) positive test results are received as set forth above, the employer may require the employee to participate in any rehabilitation that is covered by the employee's health insurance or EAP. Depending upon the nature and severity of the offense, discipline resulting from the positive findings of confirmatory sample testing for controlled substances and/or harmful intoxicants may be immediately imposed or reasonable deferred pending rehabilitation of the individual. Discipline resulting from the positive findings of confirmatory sample testing for beer, wine, or intoxicating liquor shall be deferred on the first occasion pending rehabilitation of the individual unless said use resulted in loss or damage to City property or liability of the City to a third party. An employee who participates in a rehabilitation program shall be allowed to use sick leave, vacation time, leave of absence and compensatory time for the program for the period of the rehabilitation. Upon successful completion of such program, and upon receiving results from a retest demonstrating that the employee is substance free the employee shall be returned to his former position. Any employee in the above mentioned rehabilitation programs who is placed on medical leave of absence without pay because of a lack of accrued sick leave shall retain only such benefits and seniority as is provided under other applicable Articles of this Agreement.
13. If the screening test is positive and the circumstances surrounding the incident are of such severity and egregiousness that immediate discipline is reasonable and appropriate, or if the employee refuses to undergo rehabilitation, or if he fails to complete a program of rehabilitation or if he tests positive during random tests within twelve (12) months after his return to work from such a program, the employee shall be subject to disciplinary action. Additionally, an employee shall be subject to discipline for any conjunction with said substance or alcohol abuse. (e.g. DUI, insubordination, etc.)
14. Cost of all drug/alcohol screening tests and confirmatory tests shall be borne by the employer except that any test initiated at the request of the employee or otherwise not mentioned shall be at the employee's expense.
15. The employer may conduct three (3) sporadic tests for a period of twelve (12) months from the time of the employee's return to work. However, drug/alcohol testing may be required of any employee, at any time, based upon reasonable suspicion or if randomly selected.
16. Only for the purposes of implementing the provisions of this Article, each bargaining unit member who undergoes substance testing shall execute a medical release in order for the employer to obtain the results of the drug/alcohol screening testing. Except as otherwise provided by State and Federal law with regard to communicable diseases, or without further authorization of the employee, the releases referred to in this Article shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written permission of the employee. The provisions of this Agreement shall not require the employer to offer a rehabilitation program to any employee more than once.
17. An employee who refuses to take or does not take a substance test administered pursuant to this Article and is only suspended may not return to duty until he/she has passed a substance test administered under this Article.

18. Any bargaining unit employee who has been ordered to undergo blood, hair, or urine, testing, may upon request, be accompanied to the testing site by a steward or co-worker. No test will be delayed due to the tardiness of the employee's representative or co-worker. The employee's steward or co-worker shall be given reasonable time to attend.
19. Results of all tests administered pursuant to this Article shall constitute medical information and shall not constitute a public record unless otherwise provided under Ohio law. There will be equal and fair treatment to all bargaining unit employees.
20. The reading and interpretation of the specimen results shall be done by a Medical Review Officer who shall be licensed physician responsible for receiving laboratory results generated by an employer's substance testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his/her medical history and any other relevant biomedical information. This individual shall have documented scientific qualifications in analytical testing procedures.
21. The employer and the certified laboratory shall develop and maintain a clear and well-documented procedure for collection, shipment, and accessing of specimens under this Article.
22. A proper chain of custody shall be maintained on all specimens taken.

Section H – Prescription Drug Use

The City does not prohibit employees from using prescription drugs, provided:

1. The prescription drugs are prescribed for medical reasons by a licensed medical practitioner with dosage frequency prescribed on the label.
2. The employee's use of prescription drugs does not affect job performance, threaten the safety, property, or reputation of other employees or the City, or result in a criminal felony or misdemeanor incident while on duty.

A Supervisor acting on reasonable suspicion or if detected by random testing will give the employee who is using prescription medication according to the dosage prescribed and for appropriate medical treatment purposes the opportunity to explain the circumstances of obtaining the prescription if prescribed to someone other than the user. If the prescription is lawfully filled and used according to the dosage prescribed and is used for a reasonable medical treatment purpose the explanation will serve as an affirmative defense.

The City reserves the right to apply the disciplinary procedures of this policy, including requiring a drug and/or alcohol test, to any employee who uses prescription drugs in a manner which violates this rule.

ARTICLE 35

Insurance

Section A – Health Insurance and Premium Sharing

The Employer shall maintain a plan of health and hospitalization insurance with the Employer and Employee paying the following portions of the insurance premium.

<u>EFFECTIVE PERIOD</u>	<u>EMPLOYER CONTRIBUTION</u>	<u>EMPLOYEE CONTRIBUTION</u>
7/1/2021 - 6/30/2022	Employer pays 84% of total premium	Employee pays 16% of total premium
7/1/2022 - 6/30/2024	Employer pays 85% of total premium	Employee pays 15% of total premium

Section B – Tax Favored Health Plan

All bargaining unit members subject to the Tax Favored Health Plan (TFHP) benefit will be required to contribute towards the monthly premium of such benefit.

In addition to costs associated with the TFHP benefit's monthly premium requirements, there is an annual deductible applicable to all employees receiving the TFHP benefit prior to full application of the TFHP benefit to the employee (or employee's dependents). The City's policy on financial support to employees regarding the TFHP benefit's annual deductible shall be as follows.

1. 7/1/2021 - 6/30/2023: The City shall contribute 78% of the plan deductible.
2. 7/1/2023 - 6/30/2024: The City shall contribute 76% of the plan deductible.

Section C – Life Insurance

The City shall provide for each employee under age 60 term life insurance in the amount of \$50,000.00 and accidental death and dismemberment insurance in the amount of \$50,000.00. Employees over age 60 will receive the life insurance accidental death and dismemberment benefits, if and to the extent, provided by the insurance policies.

Section D – Administrative Issues

When both spouses are employed by the City they will be eligible for either two (2) single plans or one (1) applicable family plan.

Section E – Insurance Committee

A committee shall be appointed by the City Manager and the Presidents of the City’s four (4) Unions; CWA, FOP (Sergeants), FOP (below the rank of Sergeant) and IAFF (limited to a maximum of two (2) persons per Union). The committee shall be chaired by the Assistant City Manager/Human Resources Administrator and shall convene 90 days prior to plan expiration to study possible revisions to the City’s health and hospitalization insurance and provide recommendations to the City Manager. Subject to the above, the Employer shall have the right to change insurance carriers, coverages and/or benefit levels. In the event the Employer anticipates a change in insurance carriers, it will consult with representatives of the Union to obtain its input and recommendation(s). Final choice however, will be the Employer’s.

Section F – Insurance Opt-out

Any employee may opt out of the City health insurance plan provided they show proof of insurance coverage under a plan not financed by the City. Any employee who meets the qualifications and opts out shall receive two hundred dollars (\$200.00) per month to be paid in the first pay period of each month.

ARTICLE 36

Salaries

Section A – Annual Rates – Firefighter/Paramedic

During the term of this Agreement the following hourly wage rates shall apply:

Firefighter / Paramedic

	Current	7/1/2021 2.5%	7/1/2022 2.25%	7/1/2023 2.25%
Entry	\$18.91	\$19.38	\$19.82	\$20.26
Step 1 - 1 yr.	\$21.02	\$21.55	\$22.03	\$22.53
Step 2 - 2 yrs.	\$22.57	\$23.13	\$23.65	\$24.19
Step 3 - 3 yrs.	\$23.32	\$23.90	\$24.44	\$24.99
Step 4 - 4 yrs.	\$24.79	\$25.41	\$25.98	\$26.57

Section B – Annual Rates – Lieutenant

During the term of this Agreement the following hourly wage rates shall apply:

Lieutenant

	Current	7/1/2021	7/1/2022	7/1/2023
Entry 7.5% above top step FF	\$26.01	\$27.32	\$27.93	\$28.56
Step 1 – 1 yr. 10% above top step FF		\$27.95	\$28.58	\$29.22
Step 2 – 2 yrs. 12.5% above top step FF		\$28.59	\$29.23	\$29.89

Section C – Step Increases

Step increases shall be given annually on the employee’s anniversary date.

ARTICLE 37

Leap Year Shift Rotation

Each leap year the Employer shall schedule each of the three (3) shifts an eight (8) hour cycle to work on the 29th of February to more equally distribute the working of holidays for the employee.

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

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

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

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

ARTICLE 38

Duration

This Agreement shall be effective from June 29, 2021 through 11:59 p.m. June 28, 2024. If a new agreement has not been entered into prior to that time, this Agreement shall stay in effect until replaced or until written notice of not less than ninety (90) days is given by one party to the other.

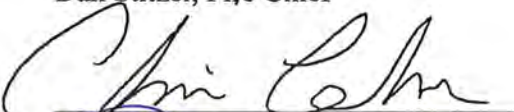
City of Riverside, Ohio



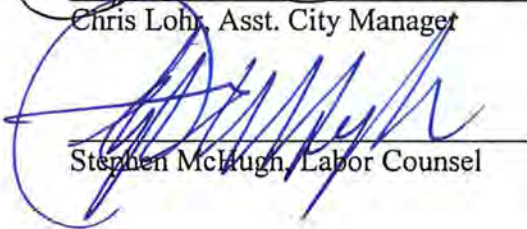
C. Mark Carpenter, City Manager



Dan Stitzel, Fire Chief

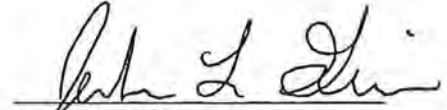


Chris Lohr, Asst. City Manager




Stephen McLaughlin, Labor Counsel

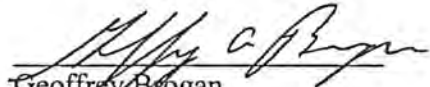
**Riverside Professional
Firefighters Association
Local 2938**



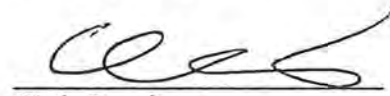
Joshua Gwin



Paula Balcolm



Geoffrey Brogan



Chris Kessinger