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**Labor Agreement**

**Between**

**The City of Cheviot**

**And**

**The Cheviot Professional Firefighters**

**I.A.F.F. Local 3006**

**Effective Date: June 01, 2022**

**Through May 31, 2025**

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## **PREAMBLE**

This agreement is entered by and between the City of Cheviot, Ohio, hereinafter referred to as the "City", and the Cheviot Professional Firefighters, hereinafter referred to as "CPF".

## **RECOGNITION**

The City recognizes CPF as the sole and exclusive representative and bargaining agent of its sworn full-time firefighters including Lieutenants and Captains with the exclusion of the Fire Chief, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed to also include the female, unless otherwise indicated.

## **DUES DEDUCTION**

During the term of this Agreement, the Employer shall deduct the regular monthly I.A.F.F. dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new forms will be required from any employees in the bargaining unit, for whom the Employer is currently deducting dues.

The dues deducted shall be in the amounts established by the I.A.F.F. from time to time in accordance with its Constitution and bylaws.

The Employer shall deduct dues from the first pay in each calendar month. If an employee is not due to get paid on that pay date such amounts shall be deducted from the next or subsequent pay.

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall, barring unusual circumstances, be tendered to the treasurer of the I.A.F.F. within thirty (30) days from the date of making said deductions.

The I.A.F.F. hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the I.A.F.F. shall indemnify the Employer for any such liabilities or damages that may arise.

## **MANAGEMENT'S RIGHTS**

Unless the City has specifically set forth in this Agreement a limitation upon the City's or the Mayor's right of duty to manage the City of Cheviot, the City shall retain all rights imposed upon it by law, to carry out the administration of the Fire Department and the government of the City. The right to manage includes, but is not limited to the following:

(a) The right to direct, supervise, hire, promote, suspend, discipline, or discharge, for just cause; transfer, assign, schedule and retain employees.

(b) The right to relieve employees from duty and determine the number of personnel in the Fire Department, or to perform any function; determine the services to be rendered, operation to be performed, utilization of technology and overall budgetary matters.

(c) The right to purchase equipment and materials or services, or to contract for services if necessary for the efficient management of the Fire Department.

(d) The Right to determine the appropriate job duties and personnel by which fire operations are to be conducted; determine the overall mission of the Fire Department; maintain and approve the efficiency and effectiveness of the Fire Department, and the City of Cheviot.

(e) The right to make reasonable rules to regulate the Fire Department, and to establish and amend fire policies and procedures, and necessary rules relating to the operation of the Fire Department in regard to any matter which is not specifically set forth in this contract.

(f) The right to take any necessary actions to carry out the mission of the Fire Department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

### **NON-DISCRIMINATION**

The City and CPF agree that there should be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex or handicap. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the CPF or because of participation or non-participation in any lawful activity on behalf of the CPF.

### **PROBATIONARY PERIOD**

Employees must serve a probationary period. The probation for newly hired employees shall be a period of one (1) year. After successful completion of the probationary period, employees shall be credited with seniority from the first date of hire.

## **GRIEVANCE PROCEDURE**

Definition – A grievance is defined as an allegation that the terms of this written agreement have been violated. Resolution of grievances shall be pursued in accord with the following steps:

### **STEP 1**

A firefighter who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. An oral discussion will however, not relieve the firefighter from the obligation of filing a written grievance within the time period set forth herein.

A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested), and shall be submitted to the Fire Chief within ten (10) calendar days after the event which is the cause of the grievance. The day following the date of the occurrence shall be considered the first day of the ten (10) day period. The Chief should give his answer in writing to the grievant within five (5) calendar days after the grievance was presented to him. The Chief may undertake whatever investigation he, in his sole discretion, deems proper to evaluate the grievance.

### **STEP 2**

If the grievance is not resolved at Step I to the satisfaction of the grievant, it shall be presented to the Safety-Service Director within five (5) calendar days of the decision of the Chief. If the Chief has failed to respond at Step 1, the grievance must be submitted to the Safety-Service Director within twenty (20) calendar days of the date of the occurrence giving rise to the grievance. The Safety-Service Director should answer the grievance in writing within five (5) calendar days of the date of the receipt of the grievance. The Safety-Service Director may undertake whatever investigation he, in his sole discretion may deem proper to evaluate the grievance.

### **STEP 3**

If the grievant is not satisfied with the resolution of the grievance by the Safety-Service Director, the grievant may submit the grievance to the Mayor. The grievance shall be presented to the Mayor within five (5) calendar days of the date of the Safety-Service Directors reply, or if the Safety-Service Director has failed to reply, within thirty (30) calendar days of the date of the occurrence giving rise to the grievance. The Mayor or a representative appointed by the Mayor, shall conduct a grievance hearing within ten (10) calendar days of the receipt of the grievance. The employee may be present at this hearing, and shall have the right to be represented by a person of his choice.

If the grievance hearing is scheduled during an employee's working hours, he will be relieved from duty without loss of pay in order to attend the grievance hearing. The Mayor's decision shall be in writing and based upon the written provisions of this Agreement, and shall be final, except as provided in Step 4.

### **STEP 4**

In the event the grievance is still not resolved after being processed through all of the preceding steps, then within ten (10) calendar days after the rendering of the written decision by the Mayor at step 3, the grievant may submit the grievance to arbitration.

The grievant must submit his request in writing to the Mayor within the aforesaid ten (10) calendar day period. Both the City and the grievant will promptly request the American Arbitration Association to submit a panel of arbitrators and the arbitrator will be chosen pursuant to the rules of the American Arbitration Association. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award that itself is contrary to the law or violates any of the terms and conditions of this Agreement.

The arbitrator will not decide more than one grievance on the same hearing day except by mutual written agreement of the parties. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be paid by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The parties will request that the arbitrator's decision be in writing and delivered to each party within thirty (30) calendar days from the date of the hearing. The decision of the arbitrators shall be final and binding upon all parties.

Employees shall be free from reprisal for exercising the rights under this grievance procedure.

The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the grievant and the CPF pursuing the grievance. A failure by the grievant to comply with the time limits set forth in this procedure shall result in the termination of the grievance. A failure on the part of the Chief or the Safety-Service Director to respond within the time limits set forth in this Agreement, shall be the equivalent of the denial of the grievance, and shall not be construed as a default or a granting of the relief requested.

### **DISCIPLINE**

When a member is charged with an alleged violation of any prescribed code of conduct, whether divisional, departmental or City-wide, or any other infraction of role or Law which could result in suspension, demotion, termination, or any other discipline which results in a loss of pay, he shall be entitled to Union representation, if so, requested in any meeting in which the member is required to respond to such charges. The member or his representative shall be entitled to a copy of any statement the member makes or any report he is required to make, including access to any tape-recorded statement. A member shall be entitled to five (5) days advance notice before any divisional or departmental hearing.

Disciplinary action taken by the Employer shall be for reasonable or just cause. Disciplinary action against employees may be appealed to the Civil Service Commission in accordance with Civil Service Laws.

### **NO STRIKES**

The CPF agrees that during the terms of this Agreement, there shall be no strikes, work stoppage, slow-downs, picketing, job actions, including any concerted effort to use sick leave for the purpose of withholding services, or other cessation of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, CPF employees will continue to carry out their duties as employees, and will take positive action to bring the concerted activity to an end.

### **SENIORITY**

Seniority shall be defined as the length of continuous, permanent, full-time service from the employee's date of hire. Seniority shall not be available to the employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

Seniority shall be lost when an employee:

- (a) resigns;
- (b) is discharged and not subsequently restored to duty;
- (c) is laid off and not recalled within two (2) years;
- (d) is off the payroll for any reason whatsoever for two (2) calendar years excepting military service or physical disability resulting from injuries in the course of employment with the City.

### **LAYOFF AND RECALL**

When the City determines that a long-term layoff or job abolishment is necessary, the City shall notify the Union President and the affected CPF employee(s) five (5) days in advance of the effective date of the layoff or abolishment. Employees will be notified of the City's decision to implement any short-term lay-off lasting seventy-two (72) hours or less, as soon as possible. The City, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on the CPF employees. Layoffs shall be in order of least seniority and recalls shall be in order of most seniority.

### **POSITION OF LIEUTENANT**

The Fire Chief shall be entitled, but not obligated, to request the City to establish additional officer positions within the Fire Department. All personnel promoted to Lieutenant shall receive benefits and wages defined in the contract. In the event the Fire Chief is authorized to proceed with establishing the position of Lieutenant, Civil Service rules for promotion will apply. The City and the CPF Union agree to reopen the contract for the limited purpose of negotiating the work schedule and job description for the Lieutenants position(s).

During the 2016 - 2019 contract negotiations the City agreed to create the position of Lieutenant within the Fire Dept. It was also agreed by the City and the Union that a promotional test would be given to fill the vacancy in the rank of Captain. As part of this agreement there would be (2) two promotions made from this one promotional test. The top scorer to be promoted to Captain and second highest scorer to be promoted to Lieutenant. It was also agreed that the person promoted to the Lieutenant position would automatically fill (promoted) the next vacancy created in the Captain's rank, whenever that vacancy occurred. The City and the Union also agreed that this would become the standard process for promotion within the Fire Dept. The Lieutenant will automatically promote to Captain. All CPF eligible members can then test for any vacant Lieutenant position.

\*Each individual (Firefighter, Lieutenant or Captain) reserves the right to forgo promotion and maintain their current rank within the Fire Department. Any promotion would then be offered to the next in line candidate.

### **SPECIALTY TEAMS**

Any CPF employee who is trained by an accredited agency and a member of a specialty training group shall be covered by workers' compensation or by the City when in training or deployed during an emergency call.

### **HOURS OF WORK AND OVERTIME**

The Chief shall divide the fire fighting force into three-unit days and the units shall be on duty twenty-four (24) consecutive hours, which shall be known as a tour of duty. Employees shall work the tours averaging forty-eight (48) hours per week. No CPF employee shall work more than fifty-two (52) consecutive hours at the Cheviot Fire Department unless there is a natural or manmade disaster and the City declares a "State of Emergency."

When a CPF member works outside of their regularly scheduled tours of duty, the CPF member shall be paid overtime pay at the rate of one and one-half (1 -1/2) times the CPF member's regular hourly rate of pay as defined in the wages article of this agreement. Hours of work for the purpose of this article shall mean all hours in active pay status, which shall be defined as actual hours worked, or approved time off.

The Fire Chief shall have the right to place newly hired firefighters on a forty (40) hour work week while attending school to meet the minimum required training levels in the CFD.



## **COMPENSATORY TIME**

When a CPF employee works beyond their regularly scheduled tours of duty, they may elect to be paid in compensatory time, in lieu of overtime pay. When a CPF employee elects to take compensatory time, it is earned at 1 ½ (one and one half) times the actual hours worked. The CPF employee may accrue no more than 120 (one hundred twenty) hours at any given time.

When a CPF employee has accrued the maximum allowable amount (120 hours), and works beyond their regularly scheduled tours of duty, then the employee must be compensated at their overtime rate of pay as defined in the "Hours of Work and Overtime" article of this agreement.

CPF employees may use and rebuild their compensatory time off as long as they do not exceed their maximum allowed amount of 120 (one hundred twenty) hours.

Compensatory time will not be deducted from the accrued amount until the actual time is taken off. All requests for compensatory time off shall be granted with thirty (30) days' notice as long as two (2) CPF employee are on duty with the exception of a kelly day in which no kelly day employee is regularly assigned and the CPF employee's request is not on a city recognized holiday. When the Kelly day exception occurs there must be at least one (1) CPF employee on shift. Compensatory time may be used in twelve (12) hour or twenty-four (24) hours increments.

In the event a CPF employee is off for long term injury or sick leave the city agrees to allow the remaining members of a unit day to take compensatory time off with thirty (30) days notice with the approval of the fire chief.

CPF employees may elect to carry over up to 60 (sixty) hours of compensatory time from one calendar year to the next. Any hours not carried over must be paid by the first pay period in December, at the employee's regular rate of pay as defined in the wages article of this agreement.

## **CALL IN PAY**

CPF employees who are off duty and off the premises who are called to return to duty for reasons other than those caused by their own neglect, shall be guaranteed not less than three (3) hours pay consistent with the overtime article of this contract. If a CPF employee assists the E.M.S. unit on a life squad run, he shall be guaranteed not less than two (2) hours pay consistent with the overtime article of this contract.

CPF employees shall be placed on a rotating list for the accumulation of overtime hours. These overtime hours will not include those hours accumulated through emergency call in for fire or life squad runs. Overtime shall be offered, based on highest seniority and least accumulated overtime hours worked. CPF employees shall receive seventy-two (72) hours notice prior to being scheduled for an upcoming shift unless they

are called to work for another member who is off due to injury or illness. If a CPF employee has been off their normal work schedule for illness or injury, he shall not be eligible for call in overtime until they have worked their next scheduled tour of duty. All hours offered to the CPF employee shall be charged to that member regardless of the actual number of hours worked, barring any extenuating circumstances. This rotating call-in list shall be posted and accessible to the shift officer.

### VACATIONS

All CPF employees who already receive thirteen (13) tours as of the May 31, 2016 contract are grandfathered in. shall be entitled to the following vacation pay:

Less than one year of service	NO TOURS
1 year but less than 8 years of service	FIVE (5) TOURS
8 years but less than 15 years of service	EIGHT (8) TOURS
15 years but less than 20 years of service	TEN (10) TOURS
20 years or more of service	THIRTEEN (13) TOURS

#### Current CPF

Less than one year of service	NO TOURS
1 year but less than 8 years of service	FIVE (5) TOURS
8 years but less than 15 years of service	EIGHT (8) TOURS
15 years or more of service	TEN (10) TOURS

Any CPF hired after June 1, 2016 shall receive the following

Less than one year of service	NO TOURS
1 year but less than 8 years of service	FOUR (4) TOURS
8 years but less than 15 years of service	SIX (6) TOURS
15 years but less than 20 years of service	EIGHT (8) TOURS
20 years or more of service	TEN (10) TOURS

**ANY CPF employee hired after June 1, 2016:** Service credit includes all prior full-time service with a political Subdivision of the State of Ohio, plus all time served with the City of Cheviot. An employee with prior service shall not receive credit for that service until completion of one (1) year of service with the Cheviot Fire Department.

All vacation selections submitted by midnight February 28th of each year shall be granted by seniority. All vacation request submitted after February 28th with thirty (30) days notice shall be granted as long as one (1) CPF employee is working his normal tour of duty.

In the event a firefighter is separated from the City service for any reason other than disciplinary separation, he shall receive vacation pay prorated on the months of completed service in the year of separation. In the event the firefighter dies while in the

City service, vacation pay prorated in accordance with completed months of service shall be paid to his surviving spouse or other designated beneficiary.

An employee who is admitted to a hospital and remains hospitalized for twenty-four (24) hours or more while on vacation leave, may charge such period of hospitalization to sick leave, and shall be credited with vacation leave in the same amount.

### **HOLIDAYS**

Full-time firefighters shall be granted the following holidays each year:

NEW YEAR'S DAY	MARTIN LUTHER KING JR DAY
PRESIDENTS' DAY	MEMORIAL DAY
INDEPENDENCE DAY	LABOR DAY
VETERANS DAY	THANKSGIVING DAY
CHRISTMAS DAY	FIREFIGHTERS BIRTHDAY

All holidays shall be the equivalent to one-half (1/2) a tour in computing the amount of holiday pay. All CPF employees shall have the right to take holidays in 12- or 24-hour increments. Whenever a CPF employee uses a sick day on the tour before or the tour after the City recognized holiday, he shall lose twenty-four (24) hours of holiday time. In the event that the CPF employees works the day of the City recognized holiday or they are on their scheduled EDO tour prior to or after the City recognized holiday, they shall receive full credit for the holiday.

In addition, CPF employees who are in pay status on Good Friday or Christmas Eve shall be compensated an additional four (4) hours pay based on the current wage scale.

In the event a CPF employee has to be called in on a City of Cheviot recognized holiday, then he/she shall be compensated at one and a half times their hourly pay.

All unused holiday time shall be paid out in the first pay period in December at the CPF employees regular pay rate as defined in the wages article of this agreement.

### **SICK LEAVE**

Sick time shall be earned at a rate of 144 hours per year and accrued at a rate of 5.54 hours per bi-weekly pay period.

Sick leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in the case of necessary and actual sickness or disability of the employee or because of illness in his immediate family which necessitates his absence from employment. An employee's immediate family shall be a

spouse, child, step child, parent, sibling, grandparent or any relative living in the employee's immediate household.

A firefighter may be required to provide a satisfactory medical statement to justify the use of sick leave for more than two (2) consecutive tours or five (5) tours in a calendar year. Illness or disability arising out of a pregnancy or pregnancy related condition, shall be reason for the use of sick leave. A doctor's statement may be required for extended absence related to pregnancy.

Except as what may otherwise be required in this agreement, the city shall not mandate medical procedures, treatments, medications, or vaccinations to the CPF members under this agreement.

### **FUNERAL LEAVE**

CPF members shall receive one (1) tour off for the death in the immediate family (Immediate family is defined in the sick leave article of this agreement) and six (6) hours off in order to attend the funeral of a relative or close personal friend the day of the funeral. This time off shall be independent of and shall not be debited from the employee's bank of accrued sick time. However, an Employee may request additional time off with advanced approval of the fire chief and this time off shall be charged to employee sick time.

For the death of any aunt, uncle, nephew, niece, grandparent, grandchild, in-law, or other relative of spouse who was not, at the time of their death, a permanent resident of the employee's household, or death of a close personal friend of the Employee sick leave usage hereunder to be limited to one (1) day for actual attendance of funeral unless the Employee requests and receives the Employer's advance approval of additional time.

### **PAYMENT OF OVERTIME, COMPENSATORY TIME, AND SICK TIME**

Overtime earned subsequent to the effective date of this Agreement shall be paid per bi-weekly pay period. From the effective date of this Agreement, there shall be no further accumulation of overtime on the books. Employees hired prior to April 1, 2000 upon death or retirement shall be eligible for payment for all accumulated sick time, not to exceed one thousand twenty (1020) hours and the remaining balance of holidays, overtime, compensatory time, and vacation time. It shall be paid to the beneficiary of said personnel or to the retired employee and be computed on a forty (40) hour work week at current hourly wages. All other employees hired after April 1, 2000 shall be eligible for payment of all accumulated sick time, not to exceed four hundred and eighty (480) hours and the remaining balance of holidays, overtime, compensatory time, and vacation time. It shall be paid to the beneficiary of said personnel or to the retired employee and be computed on a forty (40) hour work week at current hourly wages.

For any illness of such personnel, the sick time shall be used up first, then holiday time. Retirement as used in this section shall mean approved service retirement as defined in Section 742.37 of the Ohio Revised Code.

## **INJURY LEAVE**

In the event of a service connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not a result of "horseplay", self-infliction, or negligence by the employee, the Employer shall grant the employee, beginning on the first (1st) calendar day of absence, or on the first (1st) day the employee is admitted to a hospital as an in-patient, injury leave with full pay for a period not to exceed twenty (20) work days. Extension of injury leave may be granted at the discretion of the employer upon request for an extension from the employee.

Any employee claiming a service-connected illness or injury under this article shall file an injury claim with the Ohio Bureau of Workers' Compensation. Upon approval of the injury claim by Workers' Compensation, the employee shall remit to the employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for the injury leave claim.

For any employee who has been granted injury leave with full pay status, there shall be no deduction from said employee's accumulated sick leave, accumulated vacation time or any other benefit to which he is entitled, with the exception the employee shall not be entitled to any holiday time.

## **LIMITED DUTY**

An employee who suffers a temporary disability shall, upon recommendation of the employee's physician, be placed on a limited duty status. The employee may submit for consideration medical records from his personal physician regarding sick leave and limited duty determination.

Work assignments for limited duty shall be within the scope of the Fire Departments normal duties. Review of limited duty status for each employee shall be every thirty (30) days. If an employee sustains an injury or illness in the line of duty, while in training, or functioning as a representative of the fire department for any reason, that employee will earn sick leave in accordance with the sick leave article. If an employee sustains an injury or illness that is not work related, that employee will earn sick leave at half (1/2) the rate described in the sick leave article.

## **DISABILITY LEAVE**

Any CPF employee who has exhausted sick leave and is disabled and cannot work as a result of injury or illness which is not job related, with the approval of management, may be granted disability leave without pay for a period not to exceed one (1) calendar year from the date which the employee's sick leave was exhausted.

## **HEALTH AND SAFETY**

The City will provide at the City's expense, annual flu shots, inoculation for prevention of Hepatitis Type B, Tuberculosis, any titer tests associated with them as well as any other inoculation as recommended by the departments medical adviser and deemed necessary by the Fire Chief, with the approval of the Safety-Service Director. Furthermore, the Fire Chief, in his discretion and with the approval of the Safety-Service Director, may require or allow any member of the bargaining unit to undergo a physical, at the City's expense. The City has the right to conduct random drug testing for Fire Department employees.

In the interest of the safety and health of its employees, the City will continue to furnish and maintain the protective clothing and equipment recommended by the Ohio Industrial Commission on fire fighting. The City and the Union shall cooperate fully to maintain the highest standard of health and safety in the Fire Division.

## **LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY**

All CPF employees shall have a Life and AD&D insurance policy equal to one (1) year salary paid to the Beneficiary at the current rate of pay provided by the City. Life and AD&D coverage amount is subject to the age reduction schedule in the prevailing insurance policy.

## **UNIFORM ALLOWANCE**

A uniform allowance shall be paid to each CPF employee at a rate of seven hundred and fifty dollars (\$750.00) per year. This is to be paid on the first payroll in January. Any CPF's clothing damaged or irreparable while the firefighter is in the performance of duty shall be replaced by the City with same-replacement clothing, unless such damage was caused by the negligence of the firefighter. The City shall provide at its expense a new Class A Dress Uniform for each firefighter every ten (10) years with the approval of the Fire Chief.

## **LONGEVITY PAY**

Longevity pay shall be paid to CPF employees as follows:

CPF employee completing twenty-four (24) months of continuous service before November 1<sup>st</sup> of each year, shall receive One Hundred and Seventy-Five (\$175.00) Dollars per year for each year of service up to ten (10) years of service. The maximum benefit payable under this provision is One Thousand Seven Hundred and Fifty (\$1,750.00) Dollars per CPF employee. Payment shall be in one lump sum, and shall be paid on the first pay period in December.

Employees hired after May 31, 2013 will not be entitled to longevity pay.

## **LIABILITY AND LEGAL REPRESENTATION**

All members of this bargaining unit shall be covered for liability purposes through insurance used to the City of Cheviot for acts or omissions arising out of the scope and course of their employment. Such coverage shall include an obligation to defend any member of this bargaining unit who is the subject of any lawsuit arising out of his official duties on behalf of the City.

It is further agreed that the City shall make such investigation of the claims as it deems necessary and has sole authority to authorize the settlement of a claim, demand, or lawsuit as the City deems expedient.

Any member of the bargaining unit, may at their own expense, retain personal counsel in any legal matter arising out of their official duties on behalf of the City.

## **RESIDENCY REQUIREMENT**

There is no residency requirement for any CPF employee.

## **PERSONNEL FILE**

A CPF employee, upon reasonable request, shall have the right to inspect his personnel file in the presence of a supervisor. Each CPF employee shall be informed of any addition or deletion in his personnel file due to disciplinary matters and shall initial any such entry as "have seen". Firefighters removing any item from the personnel file shall be subject to disciplinary action.

## **JURY DUTY**

Any member who is required to serve pursuant to notice on any jury shall receive his regular salary during the period of jury service, provided that he remits his compensation for such on-duty service to the City of Cheviot.

## **INTEGRITY OF AGREEMENT**

The City and the CPF agree that during negotiations which preceded this Agreement, each party had the unlimited right to make any demand or proposals, and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever, whether or not such matters are contained in the Agreement.

## **SAVINGS CLAUSE**

Should a Court of competent jurisdiction determine that a provision of this Agreement is illegal then such provision shall automatically terminate. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is

determined to be unlawful, the City and the CPF shall promptly meet for the purposes of negotiating a lawful alternative provision.

### **TERMINATION**

This Agreement shall be in full force and effect from the period of June 1, 2022 through May 31, 2025, and shall renew automatically from year to year thereafter, unless either party serves notice of the intent to terminate or modify this Agreement at sixty (60) days prior to May 31, 2025 or any successive May 31 thereafter. All provisions of this Agreement shall remain in full force and affect through May 31, 2025.

### **TRAINING**

The City of Cheviot agrees to provide all training necessary for the CPF employees to function legally in the State of Ohio as:

Professional Firefighters  
Emergency Medical Technicians: Basic or Paramedic  
Fire Safety Inspectors  
Fire and/or EMS Instructors  
ACLS Providers (Advanced Cardiac Life Support)  
PALS Providers (Pediatric Advanced Life Support)  
Healthcare CPR Providers and/or Instructors  
Hazmat: Operations or Technicians Level

The City of Cheviot agrees to pay for all training costs for the above listed. "Cost" includes:

- Cost of each class
- Compensation for all training, travel, meals, mileage, and hourly rate
- Payment while in training and traveling to and from training site.

As of 9/2/2009 all employees will maintain their state levels of training as Paramedics, Firefighters and Inspectors. Loss of certifications due to employee neglect shall be just cause for disciplinary action.

Outside training is critical to maintain certifications. Attendance outside of regular working hours for training required by law may be compensated at the employee's hourly rate set up in the contract. Employees shall be permitted to use a maximum of 72 hours per year with the approval of the Fire Chief in paid outside training. Hours do not roll-over or accumulate and must be used between January 1<sup>st</sup> and December 31<sup>st</sup> each year. Outside training courses and training times will be subject to approval by the Fire Chief.



### **MINIMUM STAFFING**

The City of Cheviot shall provide a three-firefighter crew at all times. All three firefighters must be trained to at least the level of a State of Ohio certified 1B firefighter. Also, this three-firefighter crew shall always consist of a minimum of two certified State of Ohio EMT – Paramedics and a minimum of two qualified Cheviot Fire Department Engineers (Fire Truck Operators). In addition, at least one firefighter of the three-firefighter crew must be a CPF employee.

### **MINIMUM STAFFING SCHEDULE**

Each CPF employee has the option to work six additional twenty-four hour shifts per year at straight time. These shifts may be taken as one twelve hour shift per month or one twenty-four hour shift every two months. However, if after each two month period, beginning January 1<sup>st</sup> of each calendar year, a CPF employee does not use part or all of his/her twenty-four hours the unused hours shall not be carried over to the next two month period nor banked or paid out in any way. Furthermore, the shift(s) that each CPF employee requests to work shall be given to the Fire Chief on or before the tenth of the previous month in order to receive priority over part-time scheduling. If more than one CPF employee should request the same shift(s) then the shift shall be granted to the CPF employee with the most seniority and the option to reschedule will be given to the CPF employee with less seniority.

In the event of needed call in coverage the City shall make a reasonable attempt calling part-time and CPF employee to cover the shift with the required personnel.

## **WAGES**

The City of Cheviot and the CPF agrees to the following increases for the next three years: six percent (6%) 2022, five percent (5%) 2023 and four percent (4%) 2024.

The position of lieutenant shall be paid at a rate of 7.5% above the regular firefighter rate and the position of captain shall be paid at a rate of 15% above the regular firefighter rate.

Upon approval of this agreement all raises will be retro active to June 1, 2022.

### **June 1, 2022 through May 31, 2023**

First Year Firefighter	Annual	\$63,165.50
	Pay	
	Period	\$2,429.45
	Hourly	\$30.37
Second Year Firefighter	Annual	\$70,319.62
	Pay	
	Period	\$2,704.60
	Hourly	\$33.80
Regular Firefighter	Annual	\$77,473.76
	Pay	
	Period	\$2,979.76
	Hourly	\$37.25
Lieutenant	Annual	\$83,284.29
	Pay	
	Period	\$3,203.24
	Hourly	\$40.04
Captain	Annual	\$89,094.82
	Pay	
	Period	\$3,426.72
	Hourly	\$42.84

**June 1, 2023 through May 31, 2024**

First Year Firefighter	Annual	\$66,323.78
	Pay	
	Period	\$2,550.92
	Hourly	\$31.89
Second Year Firefighter	Annual	\$73,835.60
	Pay	
	Period	\$2,839.83
	Hourly	\$35.49
Regular Firefighter	Annual	\$81,347.45
	Pay	
	Period	\$3,128.75
	Hourly	\$39.11
Lieutenant	Annual	\$87,448.50
	Pay	
	Period	\$3,363.40
	Hourly	\$42.04
Captain	Annual	\$93,549.56
	Pay	
	Period	\$3,598.06
	Hourly	\$44.98

**June 1, 2024 through May 31, 2025**

First Year Firefighter	Annual	\$68,976.73
	Pay	
	Period	\$2,652.96
	Hourly	\$33.17
Second Year Firefighter	Annual	\$76,789.02
	Pay	
	Period	\$2,953.42
	Hourly	\$36.91
Regular Firefighter	Annual	\$84,601.35
	Pay	
	Period	\$3,253.90
	Hourly	\$40.67
Lieutenant	Annual	\$90,946.44
	Pay	
	Period	\$3,497.94
	Hourly	\$43.72
Captain	Annual	\$97,291.54
	Pay	
	Period	\$3,741.98
	Hourly	\$46.78

## **HEALTH MEDICAL INSURANCE**

All employees electing to be included in the Health Medical Plan shall contribute toward the premium an amount equal to twenty (20) percent of the cost to the City depending on the coverage level and the plan chosen by the employee for the year. The employee contribution of twenty (20) percent shall be adjusted annually as the cost to the City is adjusted by the medical plan provider. All payments required hereunder shall be made on a pretax deduction basis. Said deductions shall be made in equal installments in each biweekly pay period.

The City shall provide a Health Reimbursement Allowance (HRA) Account for all employees and contribute annually the dollar amount described below. The City fiscal year regarding Health Medical Plan shall be January 1<sup>st</sup> through December 31<sup>st</sup> of each year. Reimbursement for any deductible expenses must be accompanied by your Explanation of Benefits (EOB) form from the insurance company. The HRA Allowance shall depend on the coverage level chosen by the employee; all unused HRA Allowance shall be rolled over into the employee HRA account for the subsequent year with no cap on the dollar amount. Upon retirement, the employee will be able to access his/hers unused HRA Allowance that he/she accumulated during his/her active employment. However, if the employee resigns or terminates employment, he/she shall no longer be eligible for the allowance. Receipts of services will still be required in order to receive reimbursement. The City and employee shall abide by Federal Statute regarding HRA accounts. See HRA schedule below.

If there is a change in status, adding or dropping dependants the HRA Allowance will be changed accordingly as of the 1<sup>st</sup> of the following month.

The City also agrees that once an employee has depleted their HRA account, they may submit additional HRA eligible expenses for reimbursement. See additional Health Reimbursement Funding below.

There will be a spousal waiver/surcharge for the spouse of an employee who is eligible for health insurance coverage through their Employer, but chooses to enroll in the City of Cheviot health insurance plan.

Subject to the following conditions:

- 1) The spouse must be working an average of 32 hours per week at their Employer.
- 2) The Employer must offer an Employer sponsored health plan with an Employer contribution level of 75% or greater.
- 3) If the two above conditions are met and the spouse still wants to be covered under the City of Cheviot health insurance plan an additional amount will be

added to the employee's contribution rate for coverage of employee/spouse, employee/spouse/1 child or employee/spouse/2+ child.

- 4) The additional surcharge amounts will be \$35 bi-weekly for the life of this agreement.

**HEALTH REIMBURSEMENT ARRANGEMENT (HRA) ALLOWANCE**

<b><u>Coverage Level</u></b>	<b><u>Employers Annual Contribution</u></b>
Single	\$ 420.00
Employee/Spouse	\$ 840.00
Employee/Child(ren)	\$ 840.00
Family	\$1,200.00

The City of Cheviot will also offer an HSA (health savings account) to its employees.

**ADDITIONAL HEALTH REIMBURSEMENT FUNDING**

<b><u>Employee Expenses</u></b>	<b><u>Additional City Funding</u></b>
\$1,000.00 - \$1,999.99	50% once HRA is exhausted
\$2,000.00 – and above	City pays one hundred (100) percent

**EMPLOYEE OPT OUT PLAN**

Each employee shall be eligible to opt out of the Health Medical Plan provided by the City if they so choose, and can show proof of health coverage elsewhere. Employees choosing to opt out will have no health medical coverage through the City of Cheviot; however, he/she will be entitled to a monthly prorated amount that is as follows:

Single	\$2,000.00 or \$166.66 per month
Employee/Spouse	\$2,500.00 or \$208.33 per month
Employee/Children	\$2,500.00 or \$208.33 per month
Employee/Spouse/1 Child	\$3,000.00 or \$250.00 per month
Employee/Spouse/ 2+ Children	\$3,000.00 or \$250.00 per month

In the event the employee that has chosen to opt out of the Health Medical Plan subsequently loses his/her coverage from that plan, he/she shall be eligible to return to the City's Health Medical Plan upon completion of the enrollment documents. The HRA allowance shall be prorated based on the entry into Health Medical Plan.

**\*\*Employees opt out:** If the new federal health care plan (1/1/14) imposes penalties or sanctions of any type for any reason, on a City for employee withdrawal then the city reserves the right to stop employee opt out payments

**OMMISSION STATEMENT**

Both parties have negotiated this contract in good faith and agreed to the items and articles of change. If either party finds any item that was negotiated and agreed upon, and was inadvertently omitted from this final written version of the contract, then both parties agree to insert the omitted item in its rightful place in the contract.

In WITNESS WHEREOF, the parties hereto have duly executed this Agreement this

5<sup>th</sup> day of July, 2022


**FOR THE CITY:**

  
\_\_\_\_\_  
Samuel Keller  
Mayor, City of Cheviot

  
\_\_\_\_\_  
Kimberlee Erdman-Rohr,  
Law Director City of Cheviot

**Cheviot Professional  
Firefighters:**

  
\_\_\_\_\_  
Eric Sullender  
President Local 3006

  
\_\_\_\_\_  
Matthew Beahr  
Local 3006 Member