

# RECORD OF RESOLUTIONS

Resolution No. 2018-D

January 8, 2018

## City of Bellbrook

### Resolution No. 2018-D

#### **A Resolution Authorizing the City Manager to Execute a Three Year Agreement between the City of Bellbrook and the Fire Captains, Fire Lieutenants, and Firefighter/Medics Represented by the International Association of Fire Fighters.**

WHEREAS, the City met with the non-exempt, full-time fire employees represented by the International Association of Fire Fighters to review the terms of the labor agreement covering wages, fringe benefits and work rules; and

WHEREAS, the parties agreed to terms for a three year contract starting December 1, 2017 and concluding November 30, 2020; and

WHEREAS, the City believes that this three year contract will allow for the continued provision of exceptional fire and emergency medical service to the residents and is in the best financial interests of the City.

#### **Now, Therefore, the City of Bellbrook Hereby Resolves:**

Section 1. That the City Manager is hereby authorized to execute a three year agreement, attached hereto, between the City and the Fire Captains, Fire Lieutenants, and Firefighter/Medics represented by the International Association of Fire Fighters with effective dates of December 1, 2017 to November 30, 2020.

Section 2. That this resolution shall take effect and be in force forthwith.

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Robert L. Baird, Mayor

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Jami L. Kinion, Clerk of Council

**AGREEMENT BETWEEN THE  
CITY OF BELLBROOK AND THE  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS**

**EFFECTIVE  
DECEMBER 1, 2017 THROUGH NOVEMBER 30, 2020**

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## ARTICLE 1 PREAMBLE AND RECOGNITION

**Section 1.1 Purpose** This Agreement is made by and between the City of Bellbrook, (hereinafter "Employer", or "City"), and the International Association of Fire Fighters (hereinafter "Union" or "IAFF"), in relation to the terms and conditions of employment as set forth in this Agreement for employees in the bargaining unit.

**Section 1.2 Bargaining Unit** As certified , the bargaining unit is as follows:

Full-time employees in the rank of firefighter/paramedic, lieutenant and captain.

## ARTICLE 2 PROBATIONARY PERIOD

**Section 2.1 Requirement To Serve Probationary Period** Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period. This probationary period requirement shall apply to all individuals hired or employed as a full-time bargaining unit employee regardless of prior service with the City of Bellbrook and regardless of time spent as a part-time employee. Time spent in any other capacity than full-time shall not count toward or be credited for the probationary period unless expressly granted, in writing, by the Employer at its discretion.

Subject to the approval of the Union, the new hire probationary period may be extended by the City for a period of up to 180 days provided the City indicates to the employee the reason for the extension.

**Section 2.2 Length of Probationary Periods** The probationary period shall begin on the first day as a full-time bargaining unit employee for which the employee receives compensation from the Employer and shall continue for a period of one year, three hundred and sixty-five (365) days. The probationary period may be extended by a period of up to 180 days provided the Employer indicates to the employee the reasons for the extension.

Bargaining unit employees transferred or receiving a position in a new classification in the bargaining unit shall serve a probationary period of one hundred and eighty (180) days from the day the employee is designated as being employed in the new classification in the bargaining unit. Any other time worked in the classification shall not count toward the probationary period.

Bargaining unit employees transferred or receiving a position in a new classification in the bargaining unit who fail to successfully complete the one hundred eighty (180) day probationary period may be returned to their prior position or removed from employment at the discretion of the Employer without the right of appeal.

Bargaining unit employees who are promoted, transferred or receive a position in a new classification

out of the bargaining unit who fail to successfully complete the appropriate probationary period of the position out of the bargaining unit may be returned to their prior position or removed from employment at the discretion of the Employer without the right of appeal.

**Section 2.3    Probationary Periods and Employee Illness or Injury** A new hire or promotional probationary employee who has lost work time due to illness or injury for more than three (3) work days (cumulative) shall have his probation period extended by the length of the illness or injury.

**Section 2.4    Appeals by Probationary Period Employees** A probationary employee may be removed any time during his probationary period and shall have no right to appeal of the removal under the grievance procedure of this Agreement or to any other forum including, but not limited to binding arbitration or civil service appeal.

### **ARTICLE 3      NO STRIKE**

**Section 3.1    General Responsibilities of Parties** Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the City of Bellbrook.

**Section 3.2    No Strike** The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized cessation of work in violation of this Agreement, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline. The Employer shall have the sole and complete right to immediately discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work.

**Section 3.3    No Lockout** The City shall not lockout bargaining unit employees of the Bellbrook Fire Department.

### **ARTICLE 4      CONTRACT CONSTRUCTION**

**Section 4.1    Purpose for Negotiations** The Employer and the Union agree that negotiations for this Agreement had, as its purpose, to allow the parties to bargain the wages, hours and other terms and conditions of employment consistent with Chapter 4117 of the Ohio Revised Code.

**Section 4.2    Conformity to Law and Amendment** The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision of this Agreement shall be of no further force and effect, the remainder of the Agreement

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shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days. If no replacement language can be agreed upon within thirty (30) days, then the terms of either the applicable law or decision of the court of competent jurisdiction referenced above shall apply until the expiration of the collective bargaining agreement or the parties mutually agree to utilize the statutory impasses process.

Amendments, memoranda of understanding and modifications of this Agreement may only be made by mutual written agreement of the parties to this Agreement, subject to ratification by the Union and City.

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining portions or parts of this Agreement will remain in full force and effect.

**Section 4.3 Application of Civil Service Law** Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, and civil service laws contained in Revised Code Chapter 124, sections 124.1 through 124.56, shall not apply to employees in the bargaining unit as it relates to any matter referenced in this Agreement. It is expressly understood that the Personnel Appeals Board of the City of Bellbrook shall have no authority or jurisdiction as it relates to any issue, topics or express matters addressed in this Agreement or to employees in the bargaining unit, unless explicitly provided.

**Section 4.4 Grammar** Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

## **ARTICLE 5      LABOR RELATIONS MEETING**

**Section 5.1 Meetings** In the interest of sound labor/management relations, the Employer shall meet with not more than two (2) employee representatives of the IAFF to discuss pending issues and/or problems and to promote a more harmonious labor/management relationship. These meetings will be held at the request of either party in writing to the Department Head or to the employee representative. However, unless mutually agreed, labor-management meetings shall not occur more frequently than once a quarter.

An agenda will be exchanged by the parties at least seven (7) calendar days in advance of the scheduled meeting with a list of matters to be discussed in the meeting and the names of those representatives from each party who will be attending. All matters on the agenda requested by the parties to be discussed will be discussed. Neither party is obligated to discuss matters not contained on the agenda. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;

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- C. Discuss grievances, when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties; and
- E. Discuss any other items affecting the Labor/Management relationship.
- F. Discuss bona fide health or safety concerns.

## ARTICLE 6 DUES DEDUCTION

**Section 6.1 Dues Deduction** After sixty (60) days of employment, the City agrees to deduct from the wages of any employee, who is a member of the Union, membership dues. The Union will notify in writing, the City annually each January of the dues it charges and its current membership. The Union will update membership information as needed. Employees shall submit a written authorization for dues deductions. A one month advance notice must be given to the payroll clerk prior to any change in dues deductions. All dues collected shall be submitted to the Union to the person designated in writing by the Union. The Employer shall not be required to make any deductions other than the membership dues of the Union's current membership. Withdrawals will occur in the first two (2) pay periods of each month and not exceed two (2) times in one month.

The Employer shall be relieved from making individual dues deduction payments to the Union when a member (1) resigns or is separated from Employer employment; (2) is laid off from Employer employment; (3) provides written revocation of dues deduction authorization submitted by the employee to the Employer; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due; (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that all member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions; and (6) when the employee is no longer a member of the bargaining unit.

**Section 6.2 Error in Deduction** It is agreed that neither the bargaining unit member nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If an error is found to have occurred, it will be corrected at the next pay period that dues would normally be deducted.

**Section 6.3 Indemnification** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made pursuant to this Agreement. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action(s) against the Employer and/or City and/or Union regarding the deductions made under this Article, the deductions for those employees shall cease immediately until disposition is determined.

In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs arising from such action, claim, or

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proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the Employer, including attorney's fees, involved in defending or responding to claims, actions, etc. regarding union dues collected on behalf of the Union by the Employer.

**Section 6.4 Fair Share Clause** After sixty (60) days of employment or when a bargaining unit employee elects to revoke their membership during the term of this Agreement, the Employer shall deduct from their pay a fair share fee for the Union's representation of such non-members during the term of this Agreement. No non-member filing a timely demand shall be required to subsidize partisan political or ideological causes, or any other endeavors not germane to the Union's work in the realm of collective bargaining and contract administration. The amount of the fair share fee shall not exceed 100% of the Union dues for members.

## **ARTICLE 7 UNION REPRESENTATION\BULLETIN BOARDS**

**Section 7.1 Employee Representatives** The Employer agrees to recognize one (1) employee as Union representative for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The employee representative may have an alternate who shall act in his/her absence. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. The employee representative shall have no authority to take any action interrupting the Employer's business. Except as specifically set forth in this Agreement, employee representatives may not conduct Union business on City time.

**Section 7.2 Union Representatives** A representative of the local Union shall be admitted to the Employer's facility or employee worksites for the purpose of processing grievances, or attending meetings, upon prior request to and approval of the Employer, or its designee. The Employer or its designee shall facilitate any necessary contact between the representative and an on-duty bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities

**Section 7.3 Bulletin Boards** The Employer shall provide space on a designated wall for a bulletin board for use by the employees in the bargaining unit for materials relating only to union meetings, social events, and reports and decisions directly affecting employees in the bargaining unit. Materials containing personal attacks upon any other member or any other employee; scandalous, scurrilous or derogatory attacks upon the administration; attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization shall be prohibited from being posted on the bulletin board at any time.

**Section 7.4 Union Leave** A total of twenty-four (24) hours of paid leave per calendar year shall be available for use collectively by all employees covered by this Agreement, for the purpose of attending special meetings, conventions, seminars, conferences and activities related to the Union. Said leave shall be taken in no less than four (4) hour increments. The Employer shall not unreasonably deny the authorization of vacation leave, holidays or the use of compensatory time for a member to attend said functions in addition to the above-mentioned twenty-four (24) hours. Under no circumstances will the Employer be required to provide paid leave to any employee for attending said functions once twenty-four (24) hours of paid leave have been provided, in the aggregate, to employees covered by this Agreement in any calendar year. The request for Union Leave will be requested at least two (2) shifts prior to the scheduled time off, unless otherwise approved by the Fire Chief or his designee.

**Section 7.5    Meeting Area** The Union shall have reasonable access to all meeting areas of the Employer at reasonable times and only so far as any Union meetings do not interfere with the Employer's business. On-duty personnel will be allowed to attend such meetings, provided that attendance does not interfere with the efficiency and operation of the Fire Department.

## **ARTICLE 8    MANAGEMENT RIGHTS**

**Section 8.1    General** Except to the extent modified by the provisions of this Agreement, the Employer reserves and retains solely and exclusively all of his legal rights to manage the operations of the Fire Department of the City of Bellbrook. The rights of the Employer shall include, but shall not be limited to his rights to establish, change or abolish policies, practices, rules, or procedures for the conduct of the Fire Department, its employees and its service to the citizens of the City, consistent with the provisions of this Agreement.

**Section 8.2    Management Rights** The Employer's exclusive rights shall include, but shall not be limited to the following, except as expressly limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which operations are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to lay off employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the size, composition and adequacy of the work force, to establish, alter and change work schedules, to establish, modify, consolidate and to determine staffing patterns, including, but not limited to the assignment of employees, qualifications required, performance required and areas worked;
- G. Determine the overall mission of the office as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the City as a governmental unit;
- J. The right to select and determine the number and types of employees required, including the right to select, hire, promote, transfer, evaluate, and to assign such work to such employees in accordance with the requirements determined by the Employer;
- K. The right to establish work schedules and assignments and to determine the necessity for overtime and the amount and assignments required thereof;
- L. To promulgate and enforce employment rules, regulations and performance standards as related to job performance and to otherwise exercise the prerogatives of management;
- M. The right to maintain the security of records and other pertinent information;

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- N. The right to determine and implement necessary actions in emergency situations;
- O. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- P. The right to determine the Fire Department goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.

**Section 8.3 Reserved Rights** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the rights and responsibilities of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such reasonable rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement. All rules, regulations and policies shall be applied uniformly to all employees.

## ARTICLE 9 WORK RULES

**Section 9.1 Work Rules** The parties agree and understand that not all standards for conduct are or should be reduced to writing. The Employer agrees that new or revised written work rules shall be provided to members and the local Union representative two (2) weeks in advance of their implementation, except in cases of emergency. In the event that the Union wishes to present the views of the bargaining unit regarding a new or revised work rule to the City (or in his absence, his representative) the Union may request a meeting to discuss the new or revised work rules within two (2) weeks after the members and Union are notified of new or revised workrules.

## ARTICLE 10 GRIEVANCE PROCEDURE

**Section 10.1 Grievance Defined, Content, Timeline For Filing** The term “grievance” shall only mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. It is not intended that the grievance procedure be used to effect changes in any article of this Agreement or any matter not covered by this Agreement. Written grievances must be submitted no later than seven (7) calendar days following the events or circumstances giving rise to the grievance or when the employee should have reasonably known about the events or circumstances.

All grievances must contain the following information:

- A. aggrieved employee's name, or names of all grievants;
- B. date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;
- C. date and time grievance occurred;
- D. the location where the grievance occurred;
- E. a description of the circumstances or incidents giving rise to the grievance;
- F. specific provisions of the Agreement violated;
- G. desired remedy to resolve the grievance; and
- H. documentation believed to support the grievance.

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**Section 10.2 Grievance Procedure** A grievance representative may accompany the grievant to grievance meetings at Step One, or any step of the grievance process, should the grievant request his attendance. A grievant shall have the right to submit a grievance without the intervention of the Union.

The following procedure shall be used in the grievance process:

**Step One – Supervisor** An employee having a grievance shall present his or her grievance in writing to their immediate supervisor. If there is no such supervisor, the grievance shall proceed to the next step. In order for the grievance to be recognized, it must be presented within seven (7) calendar days of the occurrence of the incident that gave rise to the grievance or when the employee should have reasonably known about the events or circumstances.

Within fourteen (14) calendar days after meeting with the grievant, the supervisor shall submit to the grievant a written response to the grievance. If the grievant is not satisfied with the written response the grievant may pursue the grievance to Step Two.

**Step Two--Department Head** If the grievance is not resolved in Step One, within seven (7) calendar days after receipt of the supervisor's response (or seven (7) calendar days after the supervisor's response was due), the grievant may appeal the grievance to Step Two by delivering a copy of the grievance form, containing the written response at the prior step and any other pertinent documents, to the Chief. The grievant shall also make reasonable efforts to submit at this step any documentation believed to support the grievance.

Within fourteen (14) calendar days after meeting with the grievant, the Chief shall submit to the grievant his written response to the grievance. If the grievant is not satisfied with the written response he/she may pursue the grievance to Step Three.

**Step Three – City Manager** If the grievant is not satisfied with the response in Step Two, within seven (7) calendar days of receipt of the Step Two answer (or seven (7) calendar days after the response was due), the grievant may appeal the grievance to Step Three by delivering a copy of the grievance, containing written responses at the prior Steps and any other pertinent documents, to the City Manager, or his designee. The City Manager, or his designee, shall date the grievance, accurately showing the date his office received the grievance.

Within fourteen (14) calendar days of his receipt of the grievance, the City Manager shall schedule and conduct a meeting to discuss the grievance with the employee. The grievant shall also submit at this step any documentation believed to support the grievance. The City Manager and/or grievant may bring appropriate witnesses.

In the meeting called for at this Step, the City Manager shall hear full explanation of the grievance and the material facts relating thereto.

Within fourteen (14) calendar days of the meeting at this Step, the City Manager shall submit to the grievant his written response to the grievance.

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**Section 10.3 Arbitration** If the grievant is not satisfied with the answer in Step Three, within seven (7) calendar days after receipt of the Step Three response (or seven (7) calendar days after the Step Three response is due), the Union may appeal to Arbitration by serving the Employer with a written Notice of Intent to Arbitrate. Upon request by either party, the City and the union shall by joint letter solicit list of at least seven nominations of an arbitrator to hear the case from the Federal Mediation and conciliation Services (FMCS area #15 Ohio). Either party may once reject the list and request from FMCS another list of seven (7) names. The parties shall strike from that list. A date for arbitration shall be set as soon as possible in accordance with the wishes of the City, the union and the availability of the arbitrator. The arbitrator shall reduce the award to writing and state the reasons for reaching the decision. Said award shall be provided to parties as soon as possible after the date of the hearing. All decisions of the arbitrator shall be final and binding upon all parties participating. Where the arbitrator decides the issue in favor of one party, the losing party shall pay the entire cost of the arbitrator. Where the arbitrator splits the decision in any way, the parties shall share equally in the cost of the arbitrator.

Proceedings before Arbitration shall be conducted consistent with the general rules of Arbitration. The Arbitrator shall conduct a fair and impartial hearing concerning the grievance, and may consider the testimony, evidence and documents received during the hearing. The Arbitrator shall determine whether there has been a violation, misinterpretation or improper application of any term contained in the parties' collective bargaining agreement. The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this agreement. They must only consider and make a decision with respect to the specific issue submitted to them by the parties. They must have no authority to make a decision on any other issue not so submitted. To the extent that the Arbitrator's decision is in accordance with the provisions of this Section, it will be final and binding on all parties. The Arbitrator shall hear only one grievance at a time unless both parties agree to consolidate two (2) or more grievances. After a dispute on which the Arbitrator is empowered to rule hereunder has been referred to it, such dispute may be withdrawn by either party.

The expense of any non-employee witnesses shall be borne, if at all, by the party calling that witness. A court reporter shall be present for the hearing before the Arbitrator and the fees of the court reporter shall be split equally.

The Arbitration shall not change wage rates already in effect pursuant to this Agreement. No award of the Arbitrator shall be retroactive for a period prior to the fourteen (14) calendar day period for filing grievances. The Arbitrator's decision and award shall be in writing and will state the rationale for the decision.

**Section 10.4 Pre-Hearing Meetings** Either party may request, in writing, a pre-hearing meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the hearing before the Arbitrator. Requests for such meeting shall be in writing and presented/served on the other party at least fourteen (14) calendar days after the Union's notice of its intent to proceed to Arbitration. A meeting shall be scheduled for a mutually agreeable date prior to the hearing before the Arbitrator.

**Section 10.5 Timely Processing of Grievances** Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties to this Agreement. Any grievance not advanced to the next step by the grievant or the Union within the time limits in that step, shall be

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deemed resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits may be extended by the Employer and the grievant or Union by mutual agreement in writing.

## **ARTICLE 11 DISCIPLINE PROCEDURES AND PERSONNEL RECORDS**

**Section 11.1 Good Behavior** The tenure of every employee shall be during good behavior and efficient service. Employees shall be disciplined for just cause pursuant to any of the methods listed in this Article.

**Section 11.2 Methods of Progressive Discipline** Except where more severe discipline is warranted, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, other relevant considerations, and the nature of the infraction. Discipline may include but is not limited to the following:

- |                      |                                     |
|----------------------|-------------------------------------|
| A. Verbal reprimand  | E. Termination                      |
| B. Written reprimand | F. Working Suspension               |
| C. Suspension        | G. Forfeiture of Paid Leave         |
| D. Demotion          | H. Other Mutually Agreed Discipline |

The level of discipline shall be commensurate with the infraction and may be advanced discipline on the initial infraction, up to and including removal. The Employer may place an employee on administrative leave while investigating a disciplinary matter.

Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension.

**Section 11.3 Pre-disciplinary Meetings** In the event that an employee may be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary personal conference between the employee and the Chief, or his designee, shall be arranged. During the pre-disciplinary conference the employee, or the employee's designee, shall have the opportunity to respond to the allegations of misconduct. The employee may have an employee representative or a union representative present at the pre-disciplinary conference. The employee shall be responsible to notify the employee representative or union representative. When the nature of the offense is such that immediate disciplinary action is required, the City may, at its discretion, place an employee on administrative leave until a determination regarding discipline is made. The employee may waive, in writing, the pre-disciplinary conference. The employee may request to reschedule the pre-disciplinary conference one-time and such request shall not be unreasonably denied or unreasonably delayed.

**Section 11.4 Manner of Discipline** The Employer agrees that all disciplinary procedures will be carried out in private and in a business-like manner.

**Section 11.5 Appeals of Discipline** Employees may file grievances of all discipline. Grievances concerning discipline must be appealed directly to Step Two of the grievance procedure within fourteen (14) calendar days of receipt of notice of the disciplinary action.

**ARTICLE 12 LEAVES OF ABSENCE**

**Section 12.1 Jury Duty Leave** Employees called for jury duty during their scheduled work hours shall receive their regular pay for such hours as they are required to be absent from work due to jury service. The employee shall remit any juror's fee earned to the City.

An employee released from jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours.

In order to be eligible for payment, the employee must notify his supervisor upon receipt of notice of selection for jury duty.

**Section 12.2 Unpaid Leave Of Absence** Employees may be granted the following types of unpaid leaves of absence:

- A. **Disability Leave**. A physically or mentally incapacitated employee who has completed his probationary period may request a disability leave. A disability leave for a period not to exceed six (6) months may be granted when the disability continues beyond accumulated sick leave rights, provided the employee furnishes satisfactory medical proof of such disability along with his written request; and is:
  1. Hospitalized or institutionalized;
  2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution; or
  3. Declared incapacitated for the performance of the duties of his position by a licensed physician designated by the Employer and the employee selected from a list of three (3) licensed physicians prepared by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, he shall furnish a statement by a physician releasing the employee as able to return to work.

- B. **Employer Required Disability Leave**. The Employer may require an employee to be examined by a licensed physician designated by the Employer and the employee per paragraph (a) above, at the Employer's expense. An employee found to be unable to physically or mentally perform the substantial duties of his position by such physician shall be placed on Disability Leave as described in paragraph (A) above.
- C. **Leave of Absence**. The Employer may grant a leave of absence to any employee for a duration of up to six (6) months for any personal reasons of the employee. Such a leave may not be renewed or extended.
  1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.

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2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer sixty (60) days prior to commencement of the desired leave so that the various agency functions may proceed properly.
3. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists.
4. An employee may return to work before the scheduled expiration of leave as requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, such employee, absent extenuating circumstances, shall be removed from his or her position and shall not receive seniority time for the period of the leave.
5. No benefits shall accrue or be paid during any unpaid leave of absence.

**Section 12.3 Military Leave** Military leave will be provided to employees as required by State and/or Federal law.

**Section 12.4 Family and Medical Leave** Family and Medical Leave (FMLA) will be provided to employees as required by State and/or Federal law. An employee must first use accrued paid leaves (i.e. sick leave, vacation leave, compensatory time leave, etc.) for leave authorized under the FMLA before using unpaid leave. Paid leave will be counted concurrently.

## ARTICLE 13 LAYOFF AND RECALL

**Section 13.1 Reasons For Layoff And Notification Of Layoff** The Employer may lay off employees for lack of funds or work, abolishment of positions, reorganization, reasons of economy, efficiency of operations or other justified business reason. The Employer shall notify the Union and affected employees at least thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs if requested. Either the Union or the Employer may request a meeting to discuss the layoffs.

**Section 13.2 Layoff and Period of Recall** Layoffs of bargaining unit employees will be by seniority. Employees shall be laid off in the inverse order of seniority (i.e. least senior employee laid off first). Employees of the Employer formerly in classifications in the bargaining unit may displace into positions in the bargaining unit provided they remain qualified to perform the duties of the position. Laid off employees shall have the right to recall to a position in their former classification for a period up to twelve (12) months from date of layoff.

**Section 13.3 Recall Notification** The Employer shall provide written notice of recall to the affected employees to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his current residence or mailing address. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by seniority.

**Section 13.4 Time Limits for Recall and Return From Layoff** The laid off employee shall have seven 14

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(7) calendar days after receipt or attempted delivery of recall notice to exercise his rights to recall. After the expiration of this time, the next employee in line on the recall roster shall be notified and be given their right to recall.

The employee who has been properly notified by the Employer must report to work within fourteen (14) days from the date of receipt of the notification or from the expiration of the seven (7) day notification period, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

**Section 13.5 Probationary Period** Recalled employees shall not serve a probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period.

**Section 13.6 Appeal** Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement beginning at Step Two. Grievances regarding layoffs must be filed within fourteen (14) days of notice of the layoff.

#### **ARTICLE 14 INJURY LEAVE**

**Section 14.1 Introduction** No bargaining unit member shall be charged for sick leave or time off against his accumulated sick leave for any time taken as a result of an injury or illness incurred while in the lawful performance of his duties.

**Section 14.2 Injury Leave Time** An employee who suffers a service-connected injury incurred in the course of and arising out of employment with the City shall be eligible for injury leave. Injury leave shall be available for a maximum of one-hundred-eighty (180) working days per injury. After one-hundred-eighty (180) working days, the employee may utilize sick time or other approved leave of absence.

**Section 14.3 Injury Leave Agreement** When an employee applied for injury leave with pay, he must execute an agreement assigning to the City any such pay from Workers' Compensation during the period of the paid leave, and all necessary forms to process the appropriate claims with the Ohio Bureau Workers' compensation. The employee shall receive no loss in pay while on injury leave.

**Section 14.4 Status Review** The Fire Chief has the right to review the employee's physical and mental status each thirty (30) days of absence in order to determine the member's ability to return to work. In the event of a difference of opinion as to the employee's mental or physical status between the employee's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision regarding the ability of the employee to perform his regular duties shall be final and binding on both parties. The services of the third physician shall be paid by the City. If the employee and the City are unable to agree upon such third physician, both the City's physician and the employee's physician shall together select such third physician.

**Section 14.5 Injury Defined** For the purposes of this Article, an injury is defined as a traumatic damage to the body or resulting psychological distress resulting in an inability to perform the essential functions of their position.

**Section 14.6 Physician Follow-up** Any time spent by the employees during their hours of work attending physician appointment, physical therapy, occupational therapy or any other actions intended to assist the employee to return to work, shall count as the employees hours works under this agreement.

## **ARTICLE 15 EXAMINATIONS**

**Section 15.1 Examinations - General** An examination of employee(s) to determine their ability to perform the essential duties of their position and/or assignment may be required. Examinations shall be required for employees when ordered by the Employer. Examinations may be either periodic or as the Employer requires. The cost of an examination(s) required by the Employer shall be paid by the Employer. If the employee disagrees with the physician's determination, the employee may be examined by a physician of their choice at the employee's expense. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer. If it is determined that an employee is incapable of performing the essential functions of the position, the employee shall be subject to a disability separation.

**Section 15.2 Refusal to Submit to an Examination** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal. An employee may reschedule the examination one-time or the employer will provide a timeframe for completion of the examination.

**Section 15.3 Leave** If found incapable of performing the essential duties of the position, the employee may request available leave as provided within this agreement. Employees requesting return from leave must submit documentation from a physician of their ability to perform the essential functions of their classification. The Employer may, also, require an examination by a physician of its choice prior to the employee's return to work. If the two reports conflict, a third opinion shall be rendered by a neutral physician chosen by the first two physicians whose decision shall not be appealable to the grievance procedure. The neutral physician's cost shall be borne by the Employer.

## **ARTICLE 16 SUBSTANCE TESTING**

Alcoholism, drug addiction, or drug abuse (the abuse of a legal drug) are recognized by the parties as interfering with the Department's services and as posing a danger to the public's health and safety. The Employer has the right to insist on an alcohol and drug-free environment. The parties agree to cooperate in encouraging employees afflicted with alcoholism, drug addiction, or drug abuse to undergo a coordinated rehabilitation program.

The Chief or the City Manager may order any employee of the Department to undergo a screening test whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs, controlled substances, or an abuse of legal substances, or if the employee is under the influence of alcohol while on duty.

Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts, including, but not limited to:

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- A. Observable phenomena, such as direct observations of the physical symptoms of being under the influence;
- B. A pattern of unusual conduct or inconsistent behavior, including excessive leave patterns, compared to other employees in the Department;
- C. Arrest or conviction for a drug or alcohol-related offense, including abuse of legal substances, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Evidence that an employee has tampered with a previous drug test;
- E. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice;
- F. When an employee is involved in an on-the-job accident.

If the screening test is positive, indicating the employee has used illicit drugs, controlled substances, or abused legal drugs, or is under the influence of alcohol on duty, the Chief may order the employee to undergo a confirmatory test. A positive result from an alcohol test means a level of impairment, .2 percent, as outlined under O.R.C. 4511.19(B). The City may also suspend the employee without a loss of pay before the time the confirmatory test result is complete.

A confirmatory test shall be made by a medical professional or institution qualified to administer such a test in accordance with Department of Health and Human Services (DHHS) procedures or equivalent guidelines.

If the screening test and confirmatory test are positive, the Chief may discipline the employee up to and including discharge.

An employee who notifies the Chief after the screening test that he is an alcoholic or drug addict may be allowed to participate in a rehabilitation program or detoxification program, but shall be subject to appropriate discipline up to and including discharge.

If the employee: (1) refuses to take a screening or confirmatory test or undergo rehabilitation or detoxification or (2) fails to complete a program of rehabilitation or detoxification or (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification, he shall be subject to disciplinary action up to and including discharge.

All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

The Employer shall pay for drug and alcohol screening and confirmatory tests.

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**ARTICLE 17 WAGES & COMPENSATION**

**Section 17.1 Annual Percentage Wage Increase** On December 1, 2017, bargaining unit employees shall receive a **2.75%** wage increase.

<b>2.75%</b>	Steps (Year 1) 12/1/2017 to 11/30/2018						
	1	2	3	4	5	6	7
Captain	\$35.15	\$36.94	\$38.78	\$40.75	\$42.34		
Lieutenant	\$27.95	\$29.24	\$30.64	\$32.00	\$33.59	\$35.26	\$37.01
Firefighter/Medic	\$20.39	\$21.63	\$22.95	\$24.18	\$25.44	\$26.66	\$27.91

On December 1, 2018, bargaining unit employees shall receive a **2.75%** wage increase.

<b>2.75%</b>	Steps (Year 2) 12/1/2018 to 11/30/2019						
	1	2	3	4	5	6	7
Captain	\$36.12	\$37.96	\$39.85	\$41.87	\$43.50		
Lieutenant	\$28.72	\$30.04	\$31.48	\$32.88	\$34.51	\$36.23	\$38.03
Firefighter/Medic	\$20.95	\$22.22	\$23.58	\$24.84	\$26.14	\$27.39	\$28.68

On December 1, 2019, bargaining unit employees shall receive a **2.75%** wage increase.

<b>2.75%</b>	Steps (Year 3) 12/1/2019 to 11/30/2020						
	1	2	3	4	5	6	7
Captain	\$37.11	\$39.00	\$40.95	\$43.02	\$44.70		
Lieutenant	\$29.51	\$30.87	\$32.35	\$33.78	\$35.46	\$37.23	\$39.08
Firefighter/Medic	\$21.53	\$22.83	\$24.23	\$25.52	\$26.86	\$28.14	\$29.47

**Section 17.2 Officer in Charge (OIC)** Employees assigned by the Chief, or designee, to serve as an Officer in Charge shall be entitled to receive an Officer in Charge supplement. Employees serving as an Officer in Charge shall be entitled to a supplement of \$1.50 per hour.

**Article 17.3 Deferred Compensation** The Employer shall make available during the term of this Agreement the opportunity for all Employees to participate through payroll deduction in an “OAPFF deferred compensation plan” (Section 401K, Section 457, or other federally-approved deferred savings plan). This plan shall be open to all employees of the City of Bellbrook. A minimum of two enrolled employees is required before the City will offer a plan.

Any fees and/or other charges associated with the administration of the plan(s) will be the responsibility of the participating Employee. The Parties agree that there will be no fee and/or charge from the Employer for the deduction and transfer of Employee funds to the participating plan.

**Section 17.4 Maintaining Certifications** Employees who are certified as an EMT-Paramedic and Firefighter Level II must maintain their certifications. If an employee covered by this Agreement is not certified as an EMT-Paramedic and Firefighter Level II, the Employer shall cover the cost of the course and materials to obtain the certification. The employee shall be compensated at his/her overtime rate for time spent obtaining such certification outside of normal hours of work.

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**Section 17.5 Training** The Employer shall offer the training needed to maintain the certifications listed in Section 20.4. If the employee opts not to attend the training offered by the Employer, the Employee is responsible for maintaining their certifications at their own expense. If the Employer does not offer the training needed to maintain the certifications listed in Section 20.4, the Employer shall compensate the Employee for training attended outside of his/her normal hours of work at his/her current overtime rate of pay.

An Employee will be released from duty without loss of pay for any trainings, classes or seminars that the Employee attends during his/her normal work hours, if approved by the Fire Chief or his/her designee.

**Section 17.6 Required Training** Employees required by the Fire Chief to attend trainings, classes or seminars (i.e. HAZMAT or ACLS) outside of the their normal hours of work shall be compensated at their current overtime rate for the time attending the class. The Employer shall pay the cost of the required training. The Fire Chief has sole discretion to determine what training is required for this section.

## **ARTICLE 18 INSURANCE**

**Section 18.1 Insurance** The Employer agrees to maintain for bargaining unit members and their dependents the same Health Care Insurance Plan and Life Insurance Plan offered to all other City of Bellbrook employees not covered by a collective bargaining agreement. The Life Insurance Plan will be for \$50,000 minimum per employee. The City may offer employees the option of purchasing additional life insurance coverage through the City's group life insurance provider.

## **ARTICLE 19 HOURS OF WORK AND OVERTIME**

**Section 19.1 Schedule** Employees are either assigned a 24-hour shift followed by 48-hours off or they are assigned a 40-hour shift and will work Monday-Friday. Employee's shifts may be changed and the employee will be given 2 weeks advanced notice but may choose to waive the 2 weeks and begin their new shift when assigned.

A work period shall consist of fifteen (15) consecutive days. For Employees working a 24 hour shift, work will be scheduled one (1) day on followed by two (2) days off. The normal work shift shall consist of twenty-four (24) consecutive hours. Employees assigned to this schedule will be paid overtime for all hours worked in excess of one hundred fourteen (114) hours in a fifteen (15) day work period in accordance with the Fair Labor Standards Act and for all work outside the Employee's regular schedule. Employee's working a 24 hour shift will receive six (6) hours overtime each pay period. Any hours worked outside an employee's normally scheduled shift shall be paid as overtime.

**Section 19.2 Leap Year** When possible, February 29<sup>th</sup> will be worked by the Employee in the 40 hour shift position. If February 29<sup>th</sup> cannot be worked by this Employee, the following schedule will occur:

1. The 24/48 hour shift Employee(s) scheduled to work on February 28<sup>th</sup> will work the first eight (8) hours on February 29<sup>th</sup> and return for a regular twenty-four (24) hour shift on March 3<sup>rd</sup>.
2. The 24/48 hour shift Employee(s) scheduled to work on March 1<sup>st</sup> will work the last eight (8)

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hours on February 29<sup>th</sup> and return for a regular twenty-four (24) hour shift on March 1<sup>st</sup>.

3. The 24/48 hour shift Employee(s) scheduled to work on March 2<sup>nd</sup> will work the second eight (8) hours on February 29<sup>th</sup> and return for a regular twenty-four (24) hour shift on March 2<sup>nd</sup>.

Employees shall be compensated at their regular rate of pay for hours worked on February 29<sup>th</sup>.

**Section 19.3 Captain's Overtime** Employees in the rank of Captain that work a 40 hour shift are not eligible for overtime compensation as described below. Employees in the rank of Captain that work a 24 hour shift are eligible for overtime compensation as described below. The Fire Chief will work with Captains that work a 40 hour shift to allow for flexible scheduling.

**Section 19.4 40 Hour Shift Position** If available, the 40 hour shift position will be used to fill scheduled staffing needs for the 24/48 hour shift employees. The 40 hour shift employee will be granted compensatory time for the extra hours worked during the same pay period. Unscheduled staffing needs will be filled using the list established in the following section of the Agreement. The Fire Chief will determine whether staffing needs are scheduled or unscheduled.

**Section 19.5 Overtime List** Overtime will be equally offered and distributed to employees. Overtime rosters will be kept and will include a list of overtime hours worked and refused. All overtime will be logged except a shift extension or a recall.

**Section 19.6 Overtime Pay** An employee who performs their ordinary job duties outside of their regularly scheduled work hours will be compensated at their overtime rate. Overtime is earned at a rate of time-and-a-half calculated from the appropriate 40-hour pay rate. Overtime will accrue in fifteen (15) minute increments.

**Section 19.7 Trading Duty Time** This Section governs those situations in which one employee voluntarily agrees to work the duty time of another employee (a shift trade or trade of shift). An employee requesting that another employee work his duty time must submit a Voluntary Trade of Shift request at least 48 hours before the shift trade dates. The Fire Chief or designated representative may make exceptions to this time requirement for emergencies. All employee decisions to substitute for one another must be made freely and without coercion. The Union agrees that no shift trade will occur without written approval of the Fire Chief or his designated representative.

All requests for shift trades must be in writing. If a request for a voluntary trade is denied, the Chief or designated representative, will provide the involved employees a written explanation of the bona fide reasons for the denial.

The Union agrees that the Employer will exclude hours worked in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation and, that the Employer will not otherwise incur additional cost or impacts including overtime because of an employee shift trade. All trades will be repaid within the same calendar year as to not end the year with employees owing trades.

## **ARTICLE 20 SICK LEAVE**

**Section 20.1 Accrual** Full-time employees in the bargaining unit working a standard forty (40) hour shift shall accrue 4.6 hours of sick leave per each pay period that the employee is in active pay status. Full-time employees in the bargaining unit working a 24/48 hour shift shall accrue 6.56 hours of sick leave per each pay period that the employee is in active pay status. Active pay status shall not include any period of an unpaid leave of absence or layoff.

**Section 20.2 Uses of Sick Leave** Sick leave may be utilized with the approval of the Employer. After the third day, employees may be required to furnish a physician's statement evidencing the need to use sick leave. Sick leave may be utilized for the following reasons:

- a. Personal illness or injury
- b. The employee's pregnancy;
- c. The employee's exposure to a contagious disease which could be communicated to other employees;
- d. Illness or injury to the employee's spouse, child, parent or resident dependent requiring the presence of the employee (not to exceed three days);
- e. Medical, dental or vision examination and care.

**Section 20.3 Notification** Employees must notify the Employer at least one (1) hour prior to the employee's scheduled starting time in a manner consistent with the instructions of the employee's supervisor. Employees must also notify their supervisor on each succeeding day of the absence, unless it previously has been reported to the employee's supervisor and the employee has been authorized to report less frequently than daily. The mere fact that an employee has reported an absence does not excuse an absence.

When requesting and/or taking less than one full sick leave day (in minimal increments of four (4) hours), the employee must notify their supervisor of his arrival and/or departure times so that this time off accurately can be deducted from the employee's remaining sick leave time.

**Section 20.4 Documentation** Medical documentation may be required for three (3) or more consecutive days of sick leave time. Falsification of either a written signed statement or a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

For repeated use of sick leave, the Chief may require a physician's certificate for leave of less than three days' time. The Chief may also require the employee to be examined by a physician designated by the City as a condition of payment.

**Section 20.5 Accumulation** Eligible full-time employees may accumulate unused sick leave without limit.

**Section 20.6 Abuse/Misuse** Excessive use, abuse, fraudulent use, inappropriate use, or misuse of sick leave or bereavement leave may be cause for discipline, up to and including termination.

An employee who is on sick leave is prohibited from working another job without prior Employer approval. An employee is also prohibited from participating in an recreational or social activities while on sick leave if the activity is inconsistent with the employee's absence from work or if the

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activity shows that the employee is capable of working.

**Section 20.7 Bereavement Leave** Bargaining unit employees may be granted up to twenty-four (24) regularly scheduled work hours without loss of pay in case of a death in the immediate family. Sick leave, vacation or holiday leave may be used for bereavement leave for additional days for immediate family with the approval of the Department Head, or designee. Up to twenty-four hours of leave is permissible for deaths other than the immediate family, but such leave shall be charged to vacation leave or compensatory time.

For purposes of bereavement leave, an employee's "immediate family" shall include: parents, parents-in-law, step-parents, spouse, children, step-children, brothers, sisters, grandchildren, and grandparents unless otherwise specified in the Bellbrook Personnel Manual.

**Section 20.8 Sick Leave Incentive**

1. Any full-time employee who completes an entire calendar year without the use of any sick leave is eligible for 24 hours paid personal time. An employee who uses 0.25 to 8 hours of sick leave is eligible for 16 hours of paid personal time and an employee who uses 8.25 to 16 hours of sick leave is eligible for 8 hours of paid personal time. An employee will be credited with paid personal time on January 1<sup>st</sup> of the following calendar year.

Sick Leave Usage in One Calendar Year	Eligible Paid Personal Time
0 hours	24 Hours
0.25 – 8.00 Hours	16 Hours
8.25 – 16.00 Hours	8 Hours
16.25+ Hours	0 Hours

2. Paid personal time can only be used within the calendar year in which it is earned. If the paid personal time is not used, the balance of hours will be paid to the employee on the first pay day of the subsequent calendar year.
3. Usage of paid personal time shall follow the same requirements as vacation leave.

**Section 20.9 Sick Leave Payout at Retirement** At the time of retirement from OP&F, any full-time employee with ten (10) or more years of service with the City shall be paid in cash for one-fourth (1/4) the value of the employee's accrued but unused sick leave credit. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. The value of accrued but unused sick leave credit that is paid shall not exceed the value of forty (40) days or 320 hours of accrued but unused sick leave.

**Section 20.10 Donation of Sick Leave** All members of the bargaining unit shall be eligible for donated sick leave benefits, subject to the terms of this Article, to relieve hardship resulting from an extraordinary and extended illness.

Rules and Procedures:

1. When an employee's sick leave hours are about to be exhausted, he/she or the IAFF

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Representative shall request, in writing, to the Fire Chief, consideration for receipt of donated sick leave hours from other bargaining unit members.

2. The Fire Chief has sole decision-making authority for recipients of this program. The decision regarding applications is not subject to the grievance or arbitration procedure.
3. Upon application, the Fire Chief will respond to the employee within five (5) business days.
4. Upon approval of the request, the Fire Chief will post a sick leave donation request announcement for the employee.
5. Only non-probationary employees are allowed to participate, both in receiving and providing sick leave hours.
6. Any employee requesting to donate hours must have a minimum of 200 hours to participate.
7. Donation of sick leave hours may be either a 24 hour block or a 40 hour block. However, the donated sick leave shall not cause the employee to have less than 200 hours of sick leave remaining following the donation.
8. Donated hours are deducted from an employee's available number of hours.
9. Each employee may donate sick leave hours only once in a calendar year.
10. This program is used only when the employee exhausts all other leave.
11. Once hours are donated to an employee, he/she retains that number of hours. If an employee returns to work before the hours are exhausted, the employee retains all unused, donated hours.

## ARTICLE 21 HOLIDAYS

**Section 21.1 Paid Holidays** All bargaining unit members are entitled to the following paid holidays:

New Year's Day	(January 1)
Martin Luther King, Jr. Day	(Third Monday in January)
President's Day	(Third Monday in February)
Good Friday	
Memorial Day	(Last Monday in May)
Independence Day	(July 4)
Labor Day	(First Monday in September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday in November)
Day after Thanksgiving	(Day following Thanksgiving)
Christmas Eve	(Last work day before Christmas Day)
Christmas Day	(December 25)

**Section 21.2 Holidays Observed/Paid (40 Hour shift employees)** For employees whose normal workweek is 40 hours Monday through Friday, when any holiday listed above falls on a Saturday, the preceding workday shall be considered a holiday. When the holiday falls on a Sunday, the following workday shall be considered the holiday. If a 40 hour shift employee works on a holiday, he/she shall be compensated at his/her overtime rate for all hours worked. In addition, the employee shall receive the 8 hours of regular holiday pay.

**Section 21.3 Holidays Observed/Paid (24/48 Hour shift employees)** Bargaining unit employees who work on the 24/48 hour shift schedule and who are scheduled to work a holiday shall be paid straight time for all hours worked on the holiday. For each holiday, these employees shall be credited for ten (10) hours of holiday time. On the first regularly scheduled pay day in December of each

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Agreement year, employees shall be paid for the balance of holiday time accrued to their credit at their current rate of pay.

Employees who are laid off, who resign, or who are otherwise separated from City service shall be paid all accrued but unused holiday time to which they are entitled at the applicable rate of pay at the time of separation. In the event of the employee's death, such compensation shall be paid to the Employee's surviving spouse or, secondarily, his/her estate.

**Section 21.4 Holiday Eligibility** In order to be eligible to receive holiday pay, the employee must actually work their scheduled shift before and after the holiday, unless utilizing permissible/approved paid leave, such as vacation, sick or other paid leave approved by the Department Head, or City Manager.

## **ARTICLE 22 VACATION LEAVE**

**Section 22.1 Accrual** Bargaining unit employees hired prior to January 1, 2018 shall accrue vacation leave annually at the beginning of each calendar year based upon years of service consistent with the schedule established in this Article. Employees hired on or after January 1, 2018 shall accrue vacation leave annually on their anniversary date. Employees are not eligible to use vacation leave until the successful completion of their probationary period.

**Section 22.2 Advances** No vacation advances shall be permitted.

**Section 22.3 Schedule of Accrual** Each employee shall be entitled to vacation leave based upon the following vacation accrual schedule:

1. Two weeks vacation after twelve months of continuous service and thereafter in each calendar year after January 1;
2. Three weeks vacation during the calendar year in which their fifth employment anniversary date occurs; and
3. Four weeks vacation during the calendar year in which their fifteenth employment anniversary date occurs.
4. Five weeks vacation during the calendar year in which their twentieth employment anniversary date occurs.
5. For 24/48 hour shift employees, two weeks shall equal five twenty-four hour shifts; three weeks shall equal seven twenty-four hour shifts; four weeks shall equal nine twenty-four hour shifts; and five weeks shall equal eleven twenty-four hour shifts.

<b>Employee's Anniversary</b>	<b>Eligible Vacation</b>	<b>Eligible Vacation (24/48 Hour Firefighters)</b>
12 months	80 hours (2 weeks)	120 hours
5 years	120 hours (3 Weeks)	168 hours
15 years	160 hours (4 Weeks)	216 hours
20 years	200 hours (5 Weeks)	264 hours

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**Section 22.4 Vacation Carry Over** Employees may carryover a maximum of three (3) weeks of vacation at the end of each accrual year. Any accrued vacation leave in excess of the maximum carryover shall be lost. Subject to the approval of the City Manager, an employee may carryover vacation leave in excess of the maximum one-time.

**Section 22.5 Scheduling** All requests for vacation leave are subject to the approval of the Employer, or its designee. Vacation leave shall be scheduled as far in advance as possible on a first-come, first-served basis. All requests for vacation leave are subject to the operational needs of the Department. Employees on the same shift are not permitted to use vacation at the same time.

Any request by an employee for a change of dates of their vacation leave must be in writing and receive prior approval of the Employer, or its designee.

Vacation leave may be taken in minimum four (4) hour increments.

All vacation hours shall be paid at the employee's applicable straight rate pay.

Employees who are laid off, who resign, or who are otherwise separated from City service shall be paid all accrued but unused vacation to which they are entitled at the applicable rate of pay at the time of separation. In the event of the employee's death, such compensation shall be paid to the Employee's surviving spouse or, secondarily, his/her estate.

## **ARTICLE 23 UNIFORMS**

**Section 23.1 Uniforms** Bargaining unit employees are expected to comply with all uniform requirements established by the Employer, including the wearing of appropriate footwear and safety equipment. A failure to wear the appropriate uniform, footwear or other required safety equipment may result in disciplinary action. To the extent that the Employer provides bargaining unit employees with any uniform(s), uniform item(s), equipment clothing allowance, it is understood that bargaining unit employees are responsible for complying with the IRS tax requirements, if any.

## **ARTICLE 24 PERSONNEL FILES**

**Section 24.1 Public Records** Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

**Section 24.2 Review of Personnel Files** Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request except that any bargaining unit member involved in a grievance or disciplinary matter shall have access at any reasonable time in order to adequately prepare for such process. Memoranda clarifying and explaining alleged inaccuracies of any document in said file may be added to the file by the bargaining unit member.

**Section 24.3 Notification** All entries of a disciplinary or adverse nature shall be maintained solely in the personnel file. The affected bargaining unit member shall be notified of any such entry and shall be afforded a copy of the entry and an opportunity to attach a statement. No unfounded complaint shall become part of any bargaining unit member's personnel file.

**Section 24.4 Removal of Documents** Records of counseling, verbal reprimands and written reprimands shall cease to have force and effect twelve (12) months from the date of issuance and

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shall, upon the written request of a bargaining unit member, be totally removed and without further reference from the personnel file, provided no similar intervening discipline has occurred. Any record of discipline involving suspension shall cease to have force and effect thirty-six (36) months from the date of issuance, provided no similar intervening discipline has occurred, and placed in a separate file.

**Section 24.5 Existing Personnel Files** All personnel files prior to the existence of this Agreement for covered employees are subject to Article 24 and will adhere to this Agreement upon its effective date.

## ARTICLE 25 SENIORITY

**Section 25.1 Seniority Defined** For the purposes of this Agreement, "Seniority" shall be defined as total continuous service as a regular, full-time employee of the City of Bellbrook Fire Department. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**Section 25.2 Approved Leave of Absence** An approved leave of absence of one (1) year or less does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

**Section 25.3 Layoff** Employees laid off shall retain their seniority for a period of twelve (12) months from date of layoff.

**Section 25.4 Probationary Period** Employees shall have no seniority during their probationary period, but shall be granted seniority upon successful completion of the probationary period, calculated from the date of hire with the City.

## ARTICLE 26 HEALTH AND SAFETY

**Section 26.1 Introduction** The City agrees to maintain safe and healthy working conditions in all facilities, vehicles and equipment furnished by the City to carry out the duties of each bargaining unit position, but reserves the right to determine what those facilities, vehicles and equipment shall be. The IAFF agrees to work cooperatively in maintaining safety in the Department.

The City agrees to discuss safety conditions and practices with the employees and the employees are responsible for reporting unsafe conditions or practices, for avoiding negligence, and for properly using and caring for facilities, vehicles, supplies and equipment provided by the City.

**Section 26.2 Health** Employees working a 24/48 schedule shall be permitted a minimum of one (1) hour each shift to participate in a physical fitness program. Employees working a forty (40) hour schedule shall be permitted one (1) hour three (3) times each week to participate in a physical fitness program. Participation in such program shall not interfere with the employees duties. Employees will remain in a condition as to not affect calls for service. Employees will keep in mind their ability to perform their duties when choosing their workout program for the shift as to not over exert themselves.

## ARTICLE 27 TUITION REIMBURSEMENT

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**Section 27.1 Tuition Reimbursement** Each full-time employee who is subject to the provisions of this Agreement may wish to take other courses of study on his or her own time. If such courses are job-oriented, then with the prior joint, written approval of the appropriate Department Director and the City Manager, the employee may be reimbursed for his or her expenses up to the amount of tuition. Approval for reimbursement will be subject to budget constraints in each fiscal year. Reimbursement will be made only upon presentation by the employee of a receipt or cancelled check verifying payment and a certificate verifying the receipt of a grade of C or higher in an undergraduate course or a grade of B or higher in a graduate course. The course must be taken for credit and a grade if the employee is to be eligible for reimbursement.

An employee who terminates employment with the City within one year after completing a course for which he or she was reimbursed shall refund to the City all money received for courses taken within one calendar year of the employee's termination date. The amount to be refunded may be withheld from any termination pay due such employee. Employees whose services are terminated by the City are not required to make such a refund.

## **ARTICLE 28 MERGER OF SERVICES**

**Section 28.1 Merger of Services** Should a merger of services occur with the City of Bellbrook and any other Government entity and the City becomes the jurisdiction of name either by retaining the name of "The City of Bellbrook" or by changing its name, all existing employees of the Bellbrook Fire Department shall retain their jobs, wages and benefits under the current agreement without being required to reapply for those positions. Any newly created positions are subject to the promotional process.

## **ARTICLE 29 DURATION, ENTIRE AGREEMENT, SUBSEQUENT NEGOTIATIONS, AND WAIVER**

**Section 29.1 Duration** The provisions of this Agreement, unless otherwise provided for herein, shall become effective on December 1, 2017, and shall remain in full force and effect until 11:59 P.M., on November 30, 2020.

**Section 29.2 Subsequent Negotiations** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, and no later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested.

**Section 29.3 Modification of Agreement** The express provisions of this agreement may be changed only by mutual agreement between the parties. Negotiated changes will be reduced to writing, dated, signed by the parties to this Agreement and filed with the State Employment Relations Board.

**Section 29.4 Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, practices, and policies concerning the subject matter provided for herein, either oral or written, are hereby canceled.

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**Section 29.5 Waiver** Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement .

**EXECUTION**

In witness whereof, the parties have executed this Agreement between City of Bellbrook and the International Association of Fire Fighters, as of the \_\_\_\_\_ day of \_\_\_\_\_ 2018, in Bellbrook, Ohio.

For the International Association of Fire Fighters      For the City of Bellbrook

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