

# AGREEMENT

between the

CITY OF XENIA

and

INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS  
LOCAL 698

Effective from

January 28, 2018

through

January 23, 2021

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## **AGREEMENT**

This Agreement made and entered into at Xenia, Ohio, by and between the City of Xenia, Ohio, hereinafter referred to as “Management,” and the International Association of Firefighters Local 698, hereinafter referred to as the “Association.”

## **WITNESSETH**

The parties hereto entering into this Agreement for the purpose of promoting cooperation and continuous harmonious relations between the Management, its firefighters, and Fire Lieutenants, Fire Captains and their representative, the Association, in consideration of the promises, obligations and undertakings of each party as herein contained, agree as follows:

**ARTICLE 1 - LEGAL REFERENCE.**

**Section 1.** Nothing contained in this Agreement will alter the authority conferred by law, ordinance, resolution or Civil Service Rules and Regulations, upon any City official or in any way abridge or reduce such authority. This Agreement will be construed as requiring City officials to follow the terms contained herein, to the extent that they are applicable, in the exercise of authority conferred upon them by law.

## **ARTICLE 2 - RECOGNITION.**

**Section 1 - Bargaining Rights.** The Association is hereby recognized as the exclusive bargaining representative for the bargaining unit as herein defined as to the following subjects:

- A. Wages,
- B. Hours,
- C. Fringe Benefits, and
- D. Working Conditions

**Section 2 - Definition of Bargaining Unit.** The bargaining unit will consist of all full-time City of Xenia, Ohio, uniformed Fire Division personnel in the rank of Firefighter, Fire Lieutenant and Fire Captain (or other ranks/titles used to designate line supervisors assigned to the operations platoons) and excluding the positions of Fire Chief, Deputy Fire Chief and any individual who is assigned as Acting Fire Chief in the absence of the Fire Chief. The term “member,” “bargaining unit member,” or “employee,” wherever it appears in this Agreement, means member of the bargaining unit as described in this Section.

**Section 3 - Dues Deduction.** The Director of Finance is hereby authorized and directed, after receiving a voluntary individual written request, signed by an eligible bargaining unit member of the City, to deduct each month from such member’s pay, an amount equal to the dues of the International Association of Firefighters, Local 698. Such request for withholding of association dues may be revoked by the member’s giving written notice of such revocation to the Director of Finance at least ten days prior to the expiration of the current agreement with the Association. The Director of Finance will forward the dues so withheld to the Association each month. The Association will hold the City harmless for any payments made by the City during the term of the voluntary dues deduction, and for the costs of defense of any litigation arising there from.

**Section 4 – Fair Share.** Any member of the bargaining unit who is not a member of the IAFF Local 698 will be required to pay, through a payroll deduction, an amount equal to Local 698 Union dues. These funds will be sent to a charity of the Local 698 choice. This amount will be deducted from the employees’ pay, just as the dues are collected from member checks by the City. The funds collected by the City will be sent by check or other deposit methods to the charitable fund on a monthly basis.

**ARTICLE 3 - NONDISCRIMINATION.**

**Section 1 - Non-Discrimination.** The parties hereto agree that neither will discriminate against any bargaining unit member because of membership nor non-membership in the Association, or the participation in activities herein prescribed, nor discriminate against any member of the Association for any action involving his or her assigned duties on behalf of the Department of Safety, City of Xenia.

**Section 2 - Compliance.** The City, the Union and each member will fully comply with all applicable laws, constitutional provisions or ordinances forbidding discrimination on account of race, color, religion, disability, sex, national origin, ancestry, age or political affiliation.

## **ARTICLE 4 - MANAGEMENT RIGHTS AND RESPONSIBILITIES.**

**Section 1.** Except to the extent expressly modified by a specific provision of this Agreement, the City of Xenia reserves and retains solely and exclusively all of its statutory and common law rights to manage the operation of the Fire Division of the City of Xenia, Ohio, as such rights existed prior to the execution of this or any other previous agreement with the Association or any other organization.

The sole and exclusive rights of the City of Xenia, Ohio, which is not abridged by this Agreement, will include but not be limited to:

its right to establish or continue policies, practices or procedures for the conduct of the Fire Division and its services to the citizens of Xenia, and, from time to time, to change or abolish such practices or procedures;

the right to determine and from time to time re-determine the number, locations and relocation and types of its employees or to discontinue any performance by employees of the City of Xenia;

to determine the number of hours per day or week any operation of the Fire Division may be carried on;

to select and determine the number and types of employees required;

to assign such work in accordance with the requirements determined by the Fire Division and City Management authorities;

to establish training programs and upgrading requirements for employees and/or to transfer, promote, or demote employees or to lay off, terminate, or otherwise relieve from duty for lack of work or other legitimate reasons;

to continue, alter, make and enforce reasonable rules for the maintenance of discipline;

to suspend, discharge, or otherwise discipline employees for just cause and otherwise to take such measures as the City and/or Management may determine to be necessary for the orderly and efficient operation of the Fire Division for the City of Xenia, Ohio, provided, however, nothing herein will prevent an employee from presenting his or her grievance for alleged violation of any article or specific term of this Agreement, and none of the management rights contained herein will be exercised in a capricious or discriminatory manner against any employee or group of employees;

**Section 2 - Privatization.** No work presently performed by Union members and which would result in the displacement of employees from their classification will be undertaken by the City. The City retains the right to hire temporary or part-time employees.

**Section 3.** The reference to Fire Chief in this Agreement also applies to an officer designated by the Fire Chief to act in his or her place.



**ARTICLE 5 - WAGE RATE.**

**Section 1.** Firefighters (Range 315), Fire Lieutenants (Range 324), and Fire Captains (Range 327) will be paid in accordance with the following pay plan:

**Basic Pay Schedule from January 28, 2018 at 0700 to January 26, 2019 at 0700 (2.25%)**

Range No.		A	B	C	D	E
315	28-Day Salary	\$4,130.03	\$4,467.03	\$4,692.36	\$4,933.67	\$5,183.13
	Annually	\$53,690.39	\$58,071.39	\$61,000.68	\$64,137.71	\$67,380.69
324	28-Day Salary	\$5,454.55	\$5,737.14	\$6,024.60		
	Annually	\$70,909.15	\$74,582.82	\$78,319.80		
327	28-Day Salary	\$6,535.26	\$6,749.11	\$6,962.95		
	Annually	\$84,958.38	\$87,738.43	\$90,518.35		

**Basic Pay Schedule from January 27, 2019 at 0700 to January 25, 2020 at 0700 (2.25%)**

Range No.		A	B	C	D	E
315	28-Day Salary	\$4,222.96	\$4,567.54	\$4,797.94	\$5,044.68	\$5,458.74
	Annually	\$54,898.48	\$59,378.02	\$62,373.22	\$65,580.84	\$70,963.62
324	28-Day Salary	\$5,577.28	\$5,866.23	\$6,344.95		
	Annually	\$72,504.64	\$76,260.99	\$82,484.35		
327	28-Day Salary	\$6,682.30	\$6,900.96	\$7,333.21		
	Annually	\$86,869.90	\$89,712.48	\$95,331.73		

**Basic Pay Schedule from January 26, 2020 at 0700 to January 23, 2021 at 0700 (2.25%)**

Range No.		A	B	C	D	E
315	28-Day Salary	\$4,317.98	\$4,670.31	\$4,905.89	\$5,158.19	\$5,581.56
	Annually	\$56,133.74	\$60,714.03	\$63,776.57	\$67,056.47	\$72,560.28
324	28-Day Salary	\$5,702.77	\$5,998.22	\$6,487.71		
	Annually	\$74,136.01	\$77,976.86	\$84,340.23		
327	28-Day Salary	\$6,832.65	\$7,056.23	\$7,498.21		
	Annually	\$88,824.45	\$91,730.99	\$97,476.73		

In the second year of the contract the top step of each classification has been adjusted by 3%.

Each step represents 12 months of employment. Employees will begin at Step A.

**Section 2.** The 28-day salary will be the salary used for normal pay purposes. The annual amount shown is the 28-day salary times 13 and computed for benchmark purposes only. Compensation for overtime, call in, jury duty, holidays, and other premium pay will be as specified in Articles and Sections of this Agreement.

**Section 3.** The City will compensate members twice in the 28-day period. Each payment will be for one-half the 28-day salary and include compensation for special work hours such as vacation, overtime, sick leave, plus rate, or premium pay.

**Section 4.** If the member is for some reason in a non-pay status during the 28-day period, the Director of Finance will make necessary adjustments in compensation, either on the first or second payment as listed in Section 3. If the member is compensated for any hours not worked, the member will, within the seven calendar days of written notice by the Director of Finance, make necessary repayments to the City. If repayments are not made, the Director of Finance is authorized to deduct the amount due the City from subsequent check(s) due the member, including terminal pay.

**Section 5.** Any person hired as a permanent firefighter and does not have level two fire certification will start at \$2000.00 below base firefighter pay. Any person hired as a permanent firefighter who does not have Paramedic certification will start at \$4000.00 below base pay. If the individual has neither certification they will start \$6000.00 below base pay. When documentation can be provided to show the appropriate certification, the base pay will be adjusted to compensate the reduced amount relative to that certification per Article 6.

**Section 6.** Steps A through E will reflect annual increments, provided the member receives a satisfactory performance evaluation and has obtained/maintained required certifications. Employees who have not obtained all required certifications at the end of the 1-year probation period will advance to "B" step provided they receive a satisfactory evaluation. The employee will still be paid consistent with Section 5 until all certifications are obtained, but may not advance past "B" step.

## **ARTICLE 6 - PROMOTIONS, DEMOTIONS, LAYOFF, MERIT**

When an employee is promoted or demoted to a different grade or position, his or her salary or wage will be adjusted to that salary or wage step in the pay range for such grades. When an employee changes from one position to another, his or her salary or wage in the new position will be determined in the same manner. In assigning or reassigning any employee to a greater classification other than as a promotion, the Civil Service Commission will assign such employee to such appropriate step in the new range or grade as the Commission will deem equitable upon recommendation to the City Manager. This provision will not apply to plus rating assignments under Article 7, which assignments will not require action by the Civil Service Commission. All salary or wage changes will become effective on such subsequent date as the Civil Service Commission certifies.

**Section 1 - Merit.** Pursuant to Article XV, Section 10 of the Constitution of the State of Ohio and the Charter of the City, merit employment will prevail in all cases. Seniority is one factor in the determination of merit, but in no case will any provision of this Article or any other Articles of the Contract be deemed to supersede the application of merit employment. Any abuse of discretion in the application of merit in layoffs, callbacks or promotions will be appealable to the Civil Service Commission.

**Section 2 - Promotions.** In the event of vacancies, a notice will be posted advising employees of the vacancy. The filling of the vacancies will be administered in accordance with Rules and Regulations of the Civil Service Commission.

**Section 3 - Layoff Procedure.** Layoffs will be made according to Civil Service Rules and Regulations, Rule 20.

**Section 4 - Recall.** Employees who are laid off will be placed on a recall list for a period of twenty-four (24) months.

## **ARTICLE 7 - PLUS RATING.**

**Section 1 - Definition.** Bargaining unit members required to work and substantially perform the job duties in a higher job classification on a temporary basis will be paid at the higher rate any time they are required to work and substantially perform the job duties in the higher classification in a work day, except those duties incidental to the duties set forth in the description of duties of the regular classification.

**Section 2 - Training Purposes.** Members may be assigned to a higher classification without plus rating for purposes of training, while under direct supervision and working with an instructor.

**Section 3 - Acting Officer.** Plus rating will be made from the most recent promotion eligibility list certified by the Civil Service Commission. Assignments will be made in order of position on the list. Seniority will not be used as a basis for plus rating unless no one from the daily shift meets the above criteria.

**Section 4 - Method of Payment.** Members required to work and substantially perform the duties in a higher classification on a temporary basis will be paid for such time at a flat rate of \$1.50 per hour above the member's base rate for the duration of serving in that position.

**ARTICLE 8 - RETIREMENT.**

Retirement of bargaining unit members will be subject to the provisions of the Police and Firemen's Pension Board of Ohio.

## **ARTICLE 9 - SICK LEAVE.**

**Section 1 - Accumulation.** Each full-time member will be entitled to accumulate sick leave at a rate of 0.13235 credits per hour for each regularly scheduled work hour up to 2720 hours. The maximum sick leave accrued hours for computation of terminal pay will be 4,200 hours (see Article 9, Section 6).

The normal total annual sick leave accrual will average 360 work hours (0.13235 times 2720 for the duration of the contract the average scheduled hours a member works during a given year). Unscheduled overtime hours and off-duty time spent in training and instruction will not be used in computing sick leave accrual.

**Section 2 - Permissible Uses.** Members may use sick leave for absence due to the member's illness, injury, doctor or dentist appointments, or exposure to contagious disease that could be communicated to other employees, and absence due to serious illness or injury or death in the employee's immediate family. Use of said leave will be on an hour-for-hour basis. Sick leave uses for routine medical/dental appointments are subject to approval of the Fire Chief or designee. Members will make every effort to schedule such appointments on their days off.

Interpretation of immediate family in terms of serious illness, or injury is generally determined to be the spouse, parents, (either natural, step, foster or in-law), children (natural, step, adopted or foster) and other relatives living in the employee's household. However, the Chief is authorized to evaluate the individual employee's family relationship in determining what other family members might be considered to be immediate family because of the closeness of their relationship.

For purposes of bereavement leave the immediate family shall include spouse, parent, parent-in-law, step-parent, child, step-child, brother, sister, grandparent, grandchild, half-brother, half-sister, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and others living in the employee's household, or any person for whom an employee serves as legal guardian.

Upon the death of a qualifying family member up to three (3) work days of bereavement leave shall be granted by the City. The Chief may extend such leave up to a total of five (5) work days. The Chief may require verification for the use of bereavement leave. Bereavement leave days shall be deducted from accrued sick leave days.

**Section 3 - Notification.** Each member will notify or cause the duty supervisor at Fire Station 31, Fire Station 32 or dispatch (in that order) to be notified of his or her absence not later than one hour prior to the regular starting time of his or her working day.

**Section 4 - Usage/Abuse.** When an employee uses sick time, it shall count as an occurrence as outlined in Article 31, Attendance, of this agreement. If the Chief or his/her designee suspects that an employee is abusing sick time, the employee, with a union official, shall take part in a counseling session to discuss the suspected abuse or misuse. Subsequent steps will be in accordance with the attendance article.

**Section 5 - Unusual Cases.** A deficit of not more than three shift days may be granted in unusual cases on request of the member and approval of the City Manager.

**Section 6 - Compensation Upon Separation.** Accumulated (unused) sick leave at termination of employment will be reimbursed as follows:

$$\text{Terminal Pay} = \frac{R}{300} \left[ 5 + \frac{H}{96} \right] H$$

“H” will not exceed 4200

In the above formula, "R" is the 28-day salary of the member at date of termination divided by 160, and "H" is the accumulated sick leave hours at date of termination.

Members, because of a disability retirement, will have their compensation upon separation benefit calculated under the above formula.

In the event of death of a member, there will be paid to his or her widow, widower, or other beneficiary as provided by statute, in addition to back pay when due, an amount that will compensate him or her for sick leave which has accrued in accordance with this Article.

**Section 7 - Reinstatement.** Any member who receives payment for unused sick leave and is later reinstated, may not have sick leave reinstated. This Section does not apply to members whose employment is terminated as a result of the City’s layoff procedures. Members laid off and rehired under those procedures will have the option of, upon reimbursement of the amount previously received for said days, having that earned sick leave reinstated.

**Section 8 - Transfer of Sick Leave.** Any member with prior service with another public agency of the State of Ohio will be credited with the balance of his or her accumulated but unused sick leave upon proper certification of the accumulated but unused sick leave from the previous public employer.

**Section 9 - False Claim.** The City has the right, and may if it so chooses, to investigate any/all sick leave before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against a member who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer or engaging in self employment while on sick leave where:

- a. such employment indicates an ability to perform the essential functions of his or her firefighter position, or
- b. such employment is medically inconsistent with the convalescence from his or her injury or illness and would tend to either exacerbate the condition or delay his or her recovery.

**Section 10 - Duration of Benefits.** Where disability caused by illness or an on-duty injury

continues for a period of 12 months, or where the employee is found to be permanently disabled from performing the essential functions of his or her job, whichever occurs earlier, the member will apply for disability retirement with the Ohio Police and Fire Pension Fund. The City may require the employee to submit to a medical examination for purposes of determining his or her degree and duration of incapacity by a physician of the City's choice. If the medical opinion of the member's doctor and that of the City's disagrees, the employee will file as above and the opinion of the Ohio Police and Fireman's Pension Board will prevail.

**Section 11 - Sick Leave Donation Program.** This program has been established to help those employees who are in need because of their own serious health condition or the serious health condition of their immediate family members as defined under the Family Medical Leave Act, and who have exhausted all other paid leave including sick leave, vacation leave and compensatory time. This program does not supersede or replace other retirement or disability programs.

When the Personnel Office is made aware of the need for sick leave donations, a notice will be sent to all eligible participating employees requesting their help. Any eligible employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident.

In addition the following criteria will apply:

- a. Only regular, full-time, non-probationary, eligible employees are able to donate sick leave credits or to be a recipient of a donation. The employee must have at least fifty-six (56) sick leave credits (448 hours) accumulated at the time of donation.
- b. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate attached.
- c. An employee may contribute only seven (7) sick leave credits (56 hours) per year per employee in need of donations.
- d. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
- e. The sick leave credits will be used in place of the employee's regularly scheduled work days to the extent they are necessary.
- f. A donated sick leave credit will not count as a separate absence for the donating employee.
- g. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled work days.
- h. An employee will not accrue vacation or sick leave while receiving



donated sick leave.

- i. An employee may receive up to 636 hours of donated sick leave during a rolling twelve month period measured backward until donations are not available.
- j. An employee's illness or disability must be certified by a physician.
- k. When an employee is about to exhaust his or her own accumulated sick leave, a request for donated sick leave may be made in writing to the Human Resources Director. The physician's certification must be attached to the request. The City will determine eligibility for donations and that determination will be final. If it is determined that an employee is eligible to receive donated sick leave credits, eligible employees will be notified in writing of the request for donation. An employee who voluntarily chooses to donate sick leave credits must complete a Sick Leave Donation Form and submit it to the supervisor who will notify the payroll department to deduct the credit from the employee's sick leave balance. A copy of the donation form will be maintained in the donor's personnel file. The payroll clerk will increase the donee's sick leave balance by the number of credits received from other employees.

**Section 12 - Family Medical Leave.** For the purpose of implementing the provisions of the Family Medical Leave Act, the time period for calculating the benefit year will be a rolling 12-month period measured backward from the date leave is taken and continuous with each additional leave day taken. Employees are required to submit all necessary paperwork in compliance with the Act and any incidental costs associated with completion of the paperwork is the responsibility of the employee.

Family or Medical Leave approved in accordance with the Act will be used concurrently with available paid leave before any leave becomes unpaid.

An employee must follow the usual and customary call-in procedures for reporting an absence, absent unusual circumstances.

An employee may use sick leave for scheduled shifts following the first fourteen (14) calendar days of the child birth, adoption, or new placement of a foster child. An extension of such leave may be granted under sick leave if the condition of the baby and/or the mother qualifies.

It is intended that this Article comply with the Family and Medical Leave Act of 1993 (as amended) and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

## **ARTICLE 10 - GROUP INSURANCE BENEFITS**

**Section 1 - Life Insurance.** The City will provide and pay the necessary premium for \$50,000 life insurance and \$50,000.00 accidental death and dismemberment coverage.

**Section 2 - Medical and Hospitalization Insurance.** All full-time employees (excepting part-time, seasonal and intermittent employees) will be entitled to participate in the City's Group Hospitalization (Health) Insurance Program and Dental plan.

An eligible employee may waive rights to participate in either single or family coverage. If an employee waives this benefit, such employee may not revoke the waiver until the next open enrollment period and may be accepted only after medical review by the insurance provider.

**Section 3 - Payment of Premiums.** For employees hired prior to September 1, 2003, the City will pay 85% of the cost of the monthly health insurance premium. The participating bargaining unit employees will pay 15% of the monthly premium by payroll deduction. For employees hired after September 1, 2003 and before December 31, 2014, the City will pay 80% of the monthly insurance premium. The participating bargaining unit employees will pay 20% of the monthly premium by payroll deduction. For employees hired after December 31, 2014, the City will pay 70% of the cost of the monthly health insurance premium and employees will pay 30% of the monthly health insurance premium cost by payroll deduction as long as all eligible, participating, non-union and public safety employees hired after December 31, 2014 fall under the 70%-30% rate plan. The City of Xenia agrees to pay 60% of the monthly premium for the comprehensive dental care policy for employees already enrolled in the program. All other employees will become eligible for this benefit during open enrollment with the restrictions that are in place by the program

In addition, when the City offers a Health Savings Account (HSA) plan, the City shall contribute \$3500.00 total in a calendar year for employees enrolled in the HSA family plan or the City shall contribute \$1500.00 total in a calendar year for employees enrolled in the HSA single plan. The City shall determine the contribution dates.

The City agrees to enroll all employees in the IRS 125 plan for both health and dental insurance.

**Section 4 - Payroll Deductions.** The City agrees to deduct the member's payment for health and dental insurance by payroll deduction twice a month in equal amounts. In the event the monthly excess stated above is not an even amount (i.e., divisible by 2), the member will pay two equal amounts not to exceed the monthly excess, and the City will pay the monthly amount listed above plus the balance owed (1 cent).

**Section 5 - Compensation in Lieu of Benefits.** The City may establish a health Savings Account or Flexible Spending Arrangement or other alternative or improved benefit for employees not participating in the Health Insurance Plan.

When the City, at the recommendation of the insurance committee, offers an opt-out program (compensation in lieu of benefits) eligible employees who waive participation in the City's group health insurance plan will be eligible for an opt-out benefit based on the terms and conditions of the program.

In the event both spouses or a parent and adult child are employed by the City and one waives coverage, the spouse, parent or child waiving the City's coverage is not eligible to receive compensation in-lieu of benefits offered under the opt-out program.

**Section 6 - Substitution of Coverage.** The parties commit to participate in a City-wide Insurance Committee consisting of representatives from the bargaining unit, management, representatives from other City bargaining units and representatives from non-union staff. This committee will participate in the insurance renewal process. The scope of the committee's charge shall be to review the current plan and cost, and to investigate alternate plans, benefits, and brokers. The goal of the committee will be to maintain an acceptable level of coverage and cost for both the employees and the City. The recommendation approved by the committee members will be presented to the appointed officials. City Council retains the right to accept or reject the committee's recommendation.

**Section 7 - Errors and Omissions Insurance.** The City will continue to provide E & O Insurance for members based on market and availability.

**ARTICLE 11 - VACATIONS.**

**Section 1 - Accumulation.** Each full-time member with continuous service will accumulate vacation leave, with pay, based on the following schedule:

Length of Service	Average Annual Vacation
Less than five (5) complete years of service.	6 shift days (.05294)
Five (5) but less than ten (10) complete years of service	8 shift days (.07058)
Ten but less than 15 complete years of service	9 shift days (.07941)
15 but less than 20 complete years of service	11 shift days (.09705)
Over 20 years of service	12 shift days (.10588)

- a. Overtime hours and off-duty time spent in training and instruction (see Article 16, Section 10) will not be used when computing vacation accrual.
- b. Maximum Vacation Accumulation:

Length of Service	Maximum Accumulation
Less than 22 complete years of service	360 Hours
Over 22 complete years of service	540 Hours

- c. Scheduled vacation will be charged on an hourly basis; *i.e.*, each shift day equals 24 hours.

**Section 2 - Vacation Scheduling and Selection.** The number of vacation days per shift will be determined by the requirements of the shift calendar. A list of vacation days available for each shift will be provided by Management.

Vacation selection(s) will be completed during one shift day in December of the preceding year from the list referred to above. The selection day will be scheduled by the shift Captain. There will be a maximum of two members selecting vacation for each shift day. The Selection day pick will not be subject to cancellation.

- a. During each round of vacation selections each member by seniority has one choice and may take any amount of duty time from 12 hours to 144 hours. Selected vacation days must run consecutively.
- b. The Shift Captain will facilitate the selection rounds and will allow for multiple rounds by seniority if needed.
- c. Members may not select vacation if they will not have the vacation time available at the time of the selection.
- d. A member transferred from one shift to another will be permitted to take their annual picks within the same time frame.
- e. At the conclusion of selection day picks, the shift Captain will provide a comprehensive list of each shift members' vacation picks.
- f. Members desiring to extend vacation hours must call the on-duty Lieutenant within one hour of the scheduled return for permission to extend his or her vacation or return to duty.

**Section 3 – Spontaneous Picks.** Any vacation time requested after the annual selection held in December.

- a. Vacation time requested after annual selection must be used in a minimum block of four (4) hours.
- b. A minimum of one member on vacation per day will be guaranteed. No additional leave will create an overtime situation unless it is a special circumstance approved by the Chief or his/her designee. Special circumstances may include extended sick/injury leave (more than three shifts), scheduled training, military leave, and Task Force One assignments.
- c. Maximum of two members on vacation per day.
- d. Members desiring to extend vacation hours must call the on-duty lieutenant within one hour of the scheduled return for permission to extend his/her vacation or return to duty.
- e. The Fire Chief or his/her designee has the authority to cancel a spontaneous pick until the end of the member's last working day prior to scheduled spontaneous pick vacation.
- f. Employees may use twenty-four (24) hours of their accrued vacation for personal leave. Such leave shall be used in increments of no less than 12 hours and must be requested at least 1 hour prior to the beginning of the employee's shift, unless

an emergency arises, but in no event less than 1 hour prior to leaving work. The employee may not leave work until the replacement employee, if any, has arrived. No more than one employee may be off on personal leave at any time. Unused personal time may be carried forward to the next year as vacation time, but not as personal time.

**Section 4 - Purpose.** The intent of vacation is to permit the member time to rejuvenate from his or her work schedule. Therefore, substantial accumulation of vacation is strongly discouraged. No member may be requested to take his or her vacation in units of less than three shift days.

**Section 5 - Holidays During Vacations.** Refer to Article 12 (Holidays), Section 3, for applicable options if a holiday occurs on a regularly scheduled work day during a member's vacation.

**Section 6 - Call-in During Vacations.** If a member is called in to work while he or she is on scheduled vacation, he or she will have the choice of the following options:

- a. He or she will work and not be charged any accrued vacation time on an hour-for-hour basis.
- b. He or she will be charged the proper number of hours of vacation and be compensated at one and one-half times the unscheduled overtime rate for hours if actual hours worked exceed 106 hours in a 14-day pay period. The member will notify his or her superior of his or her choice of options prior to the end of a pay period.

**Section 7 - Compensation Upon Separation.** Upon separation from the City's service, a member will be entitled to compensation for all earned, but unused vacation leave. Compensation will be for unused vacation hours at the time of separation divided by 2720 for all three years of the contract, times the member's annual salary at the time of his or her termination. In the case of death of the member, there will be paid to his or her widow, widower, or other beneficiary as provided by statute, in addition to back pay when due, an amount that will compensate him or her for vacation leave that has accrued in accordance with this Article.

**Section 8 - Prior Public Service Employment Credit.** Members are entitled to receive prior public service employment service credits as follows:

A full-time member hired after January 1, 1985 will accumulate vacation time using prior public service with the State of Ohio or a political subdivision thereof for the six-year period preceding his or her employment with the City. Each member will, within 60 days of his or her employment, furnish the Director of Finance with certification of such public service to receive prior public service employment credit.

## **ARTICLE 12 - HOLIDAYS.**

The following days are designated as paid holidays for all bargaining unit members:

1. The first day of January, known as New Year's Day
2. The third Monday of January, known as Martin Luther King Day
3. The third Monday of February, known as Washington-Lincoln Day
4. The Friday preceding Easter, known as Good Friday
5. The last Monday of May, known as Decoration Day or Memorial Day
6. The fourth day of July, known as Independence Day
7. The first Monday of September, known as Labor Day
8. The eleventh day of November, known as Veteran's Day
9. The fourth Thursday of November, known as Thanksgiving
10. The twenty-fifth day of December, known as Christmas Day

**Section 1.** This section will govern compensation on holidays.

- A. Bargaining unit members scheduled to work on a holiday:

Bargaining unit members scheduled to work and who do work on either part of a holiday (17 or 7 hours) will be granted an additional 7.5% of their 28-day salary. Bargaining unit members may be on leave up to and including four hours of the 17-hour part of the holiday or two hours of the 7-hour part of the holiday and remain eligible for the overtime benefit listed above. Exceeding the four-hour or the two-hour limitations above will result in the bargaining unit member's receiving compensation for the holiday consistent with the member not working on the holiday (see B. below)

- B. Bargaining unit members not scheduled to work on a holiday:

Should a holiday occur on a regularly scheduled day off for a bargaining unit member, the member will be granted an additional 5% of their 28-day salary.

C. Employees may opt to receive compensatory time off for Holiday pay in the amount of 12 hours straight time for the employee entitled to 7.5% of their 28-day salary and 8 hours of straight time for the employee entitled to 5% of their 28-day salary. Use of the 8 or 12 hours of holiday comp time must be approved by the Chief as provided in Article 16, Section 9.

D. Bargaining unit members not scheduled to work on a holiday but is called in to work:

Should a holiday occur on a regularly scheduled day off for a bargaining unit member and the member is called to work, the member will be granted 5% of their 28-day salary as shown in (B) above, and in addition, will be compensated for actual hours worked as unscheduled overtime.

- E. Bargaining unit members scheduled to work but on vacation:

Should a holiday occur on a regularly scheduled work day during a member's vacation, the member may choose from either of the following options:

Option 1. The member may use vacation time and be granted an additional 5% of the member's 28-day salary, or;

Option 2. The member may elect to have additional time off, equal to that portion of the holiday the member would have normally worked. The member will be granted the additional time off in lieu of payment for the holiday as identified in Option 1.

The member will notify the Fire Chief of his or her intentions in writing, should Option 2 be chosen, not less than two weeks in advance of the holiday; otherwise, the member will be paid according to Option 1.

**Section 2.** In order for a member to receive his or her pay for the holiday, he or she must work his or her regularly scheduled day before and his or her regularly scheduled day after the holiday, unless otherwise excused. An unexcused absence, occurring on the regularly scheduled work day prior to or after the holiday, will result in the member's receiving no holiday pay.

**Section 3.** Shift requirements will determine which member will work on the holiday, consistent with Article 4.



## **ARTICLE 13 - INJURY LEAVE.**

In the event an employee suffers an injury and is unable to work as a result of an on-duty accident or incident other than for reason of misbehavior on the part of the employee, and such injury is determined to be allowable by the Bureau of Workers' Compensation (BWC) or Industrial Commission (IC), the employee may receive up to the extent of 42 shift days (1,008 hours) for each new and separate injury.

An employee who contracts a communicable disease, which is the result of an on-duty exposure incident with the City of Xenia, will be eligible for injury leave.

The parties agree to have a transitional work program. The transitional work program is designed to provide, on a temporary basis, suitable alternate work schedules (in consultation with the employee) and job tasks that provide reasonable productive accommodations for employees who are unable to perform their normal job duties due to a work-related injury or illness. Employees unable to perform their normal job duties due to a non work-related injury or illness may be eligible to participate in the Transitional Work Program at the discretion of management.

Employees who are eligible to participate in the Transitional Work Program due to a work-related injury or illness but refuse to return to work will not be eligible for injury leave benefits.

Injury leave will be granted in accordance with the following provisions:

**Section 1 - General Provisions.** Members have an obligation to notify their supervisor of all injuries. The supervisor will initiate an injury report on members injured on duty to the Office of the Fire Chief by the end of the duty shift on which the injury occurred. When a member is unable to work for three or more calendar days as a result of an on-the-job injury, the Fire Chief will cause an application for Workers' Compensation for said member to be filed.

When there is no negligence or violation of standard safety practices on the part of a member, members who are injured on the job may be paid to the extent of 42 shift days (or 1,008 hours) for each new and separate injury in addition to and prior to the use of sick leave accumulations, except as herein after provided.

Injury leave will begin when the member provides the following to the Fire Chief's office:

1. A completed injury report.
2. Verification of existence and severity of the on-the-job injury and estimated duration of recuperation time.

The City Manager has the right to extend injury leave on a case-by-case basis. After all injury leave is used, the member may elect to use sick leave or vacation leave due him or her at the time of the injury. Where disability caused by an on-duty injury continues for a period of 12 months, or a physician certifies that a member will be disabled for 12 months or more, the employee will apply for disability retirement within 30 days of the earlier notice, as provided for in Article 9,

Section 10.

**Section 2 – Workers’ Compensation.** A member receiving sick leave or injury leave with pay and simultaneously receiving compensation under Workers’ Compensation will receive only the portion of his or her regular salary which will, together with said compensation, equal his or her regular salary. In lieu of workers’ compensation benefits, the employer may pay wage continuation benefits which will be treated as injury leave.

Qualification for Workers’ Compensation benefits will not imply that a member is eligible for injury leave, consistent with other provisions of this Article. An employee will become disqualified from receiving further injury leave for:

Failure to comply with any claims processing requirements for Workers’ Compensation, such as failure to appear or cooperate with independent medical examinations, failure to provide releases for medical records, and failure to timely submit other forms related to the injury.

In the event the Bureau of Workers’ Compensation (BWC) or the Industrial Commission (IC) determines that the injury is not the result of an on-duty accident or incident with the City of Xenia, any injury leave hours the employee received will be reverted to sick leave and/or other available paid leave hours. If the employee does not have sufficient paid leave hours available to reimburse the City for all injury leave hours received for a denied claim, the employee shall make full restitution to the City through a mutually agreeable arrangement.

**Section 3 - Medical Proof.** The Fire Chief may require the member to furnish medical proof or submit to medical examination by the City at its expense to determine the degree of impairment or disability, the probable duration of incapacity or disability and whether a subsequent injury is a new and separate injury or an aggravation of a former injury received while in City service. Certification of the member’s physical ability to return to work may also be required.

Any injury which requires a doctor’s certificate will also require written permission from the doctor for a member on injury leave to participate in any activity which might aggravate or extend the injury leave. Participation in any sport or strenuous activity while on injury leave without the written permission of a doctor may subject the member to disciplinary action.

**Section 4 - Leave Without Pay.** Leave of absence without pay may be granted by the Fire Chief with the approval of the City Manager for off-duty injuries, illness or temporary physical disability, pursuant to the rules and regulations of the Civil Service Commission.

**Section 5 - False Claim.** The City has the right, and may if it so chooses, to investigate any/all injury leave before compensation is paid. Management reserves the right to withhold benefit payments or take disciplinary action, up to and including discharge, against a member who is guilty of submitting a false claim for benefits covered in this Article or for working for another employer or engaging in self employment while on injury leave where:

- a. such employment indicates an ability to perform the essential functions of his or her firefighter position; or
- b. such employment is inconsistent with the convalescence from his or her injury or illness and would tend to either exacerbate the condition or delay his or her recovery.
- c. such employment occurs on any day on which the employee is normally scheduled to work for the City.

## **ARTICLE 14 - COURT TIME.**

**Section 1 - Required Appearance.** All members who are required to appear in court for criminal proceedings or administrative hearings arising out of their official duties and responsibilities, when off duty, will be compensated for the actual time that they are required to be in court. The City will be entitled to the witness fee for all court appearances in criminal cases when the member receives compensation for his or her appearance.

Members will not ordinarily be paid for court appearances in civil matters. However, when the appearance of the member in a civil action is at the request of, or on behalf of, the City in a matter in which the City is directly interested, or the testimony arises out of and is directly related to the performance of his or her official duties, the member, if off duty, will be compensated for actual time required to be in court.

**Section 2 - Compensation.** Provided the appearance is an eligible appearance consistent with Section 1, the member will be compensated at one and one-half times the unscheduled overtime rate for actual time the member is required to be in court, provided such time is unscheduled hours and is in excess of 212 hours in the 28-day work period. Members on duty will be released from duty without loss of pay.

**Section 3 - Witness Fee.** Members appearing in court during scheduled hours must collect the witness fee and remit said witness fee to the City. Members seeking payment for court appearances while off duty and seeking compensation as unscheduled overtime for actual time required to be in court are required to collect the witness fee and remit said witness fee to the City. If the member wishes to retain the witness fee and waive the court time payment for unscheduled overtime hours, he or she may exercise this option.

## **ARTICLE 15 - HOURS OF EMPLOYMENT.**

The regularly scheduled hours of work for full-time City members will average 52.3 hours for the duration of the contract. The normal work cycle for the Fire Division will be as follows:

**Section 1.** For bargaining unit members, the work cycle for scheduling and overtime purposes will be 28 days in length, and will include nine 24-hour tours of duty for each of two shifts, and ten 24-hour tours of duty for one shift. Overtime payments will be made for all hours worked in excess of 212 hours in a 28-day period, consistent with Article 16.

**Section 2.** For bargaining unit members, Saturday and Sunday working hours are included as regularly scheduled work hours in the interest of public health, safety, and welfare and will not result in premium pay, except to the extent that they exceed the maximum hours limitations in Section 1 above.

**Section 3.** Trading of work days occurs occasionally. In such cases both members will take such time at straight time and the days will be accounted for with a notation of the trade.

- A. All trades will be approved by both shift officers only.
- B. Pay back of trades will be accomplished within 60 calendar days. Date of a pay back will be included on original trade day request form. The pay back day may be changed with the approval of both trading parties and the pay back parties' immediate supervisor.
- C. Requests for trades will be filed for approval, allowing sufficient time for both officers involved to process the trade.
- D. Time exchanges at four hours or less may be made with the approval of the officer in charge.
- E. Each member is allowed a maximum of 240 hours trade requests per calendar year.
- F. No trade will be permitted which will require a member to work more than 36 hours in any 48-hour period.
- G. If a trade is made involving a holiday, the member working the holiday will receive the holiday pay consistent with Article 12.
- H. In determining overtime pay, the calculation of "hours worked" for the trading employees will be credited as if they had worked their normal work schedule. (FLSA §207(p)(3).)

**Section 4.** A calendar work week or work week is defined as that period of time from Sunday (07:00) through the following Sunday at 07:00.

**Section 5.** The work schedule consistent with Section 1 is included as Attachment A to this Agreement.

**Section 6 - Transfer Notification.** Members will be notified within 7 calendar days before his or her transfer from shift to shift. Membership recognizes movement for emergencies.

**Section 7 – Alternative Work Schedule.** Members may be assigned to a forty (40) hour per week work schedule. The members earned benefits shall be prorated accordingly. Both the employee and the City must agree to the alternative work schedule assignment.

**Section 8 – Scheduled Day Off.**

- A. Each member shall receive 8 scheduled days off (SDO's) per contract year for the duration of the contract to adjust their weekly average hours.
- B. All SDO's shall be assigned by the authority of the Fire Chief. The Fire Chief will have the authority to determine the manner in which the SDO's are selected.
- C. Trading of SDO's shall be permitted by members on the same shift. All trades shall be approved by the Fire Chief. Written notification of SDO trade requests will be provided as required by the Fire Chief.
- D. SDO's shall be taken in increments of 24 hours only.
- E. A member transferred from one shift to another shall have their remaining SDO's assigned by the Fire Chief once the transfer has been announced. SDO selection shall be made based on available/open days only.
- F. Employees are not permitted to elect to work on a scheduled SDO and collect pay for the hours worked. If a member is called in to work while he or she is on a scheduled SDO (unscheduled overtime), the member shall forfeit that SDO and shall be compensated at one and one-half times the unscheduled over time rate for hours actually worked.
- G. A member who is sick on their SDO cannot take sick leave for that day and bank SDO hours.
- H. There will be no reimbursement for SDO's not taken, nor may SDO's be carried over to a following year. SDO time not taken is lost as of December 31<sup>st</sup> of each year.
- J. Any new appointments made to the Fire Division shall receive appropriate FLSA pay each 28-day cycle until SDO selections for the following year.

**Section 9 – Daylight Savings Time/Time Changes.** For annual time change dates, the members and the City will treat the assigned shift as a 24-hour work day. On time change occasions in which leave applies to a member(s), such occasions will also be treated as a 24-hour work day and will be charged as such. Overtime compensation will be calculated based on actual hours worked.

## **ARTICLE 16 - OVERTIME PAY.**

All members will be paid for scheduled overtime and unscheduled overtime in accordance with rules delineated below:

**Section 1 - Scheduled Overtime.** An employee's 28-day salary includes his or her straight-time pay for all regularly scheduled hours worked in the 28-day pay period. Members will be compensated for scheduled overtime at the rate of one half (0.5) times their regular rate of pay for all regularly scheduled hours worked in excess of 212 hours in a 28-day period.

**Section 2 - "Regular Rate of Pay" Defined.** An employee's "regular rate of pay" is his or her 28-day salary divided by the number of regularly scheduled hours in the pay period for such employee. For example, if the employee is scheduled to work on a shift with 216 hours during the 28-day pay period, his regular rate of pay for the pay period is equal to his 28-day salary divided by 216. If, however, the firefighter is scheduled to work on a shift which has 240 hours in the pay period, his regular rate of pay would be equal to his 28-day salary divided by 240. Once again, the firefighter's compensation for scheduled overtime will be for the regularly scheduled hours worked in excess of 212 hours in a 28-day period times .5 times the 28-day salary divided by the regularly scheduled hours in the 28-day period.

**Section 3 - Unscheduled Overtime.** Members will be compensated for additional hours worked beyond those which are regularly scheduled as delineated in Article 15 - Hours of Employment. Overtime Call-in Procedure will be done in accordance with OFC #15. Changes to OFC #15 will be made by the parties in collective bargaining or by the Labor Management Committee.

**Section 4 - Compensation for Unscheduled Overtime.** Unscheduled overtime will be paid at 1.5 times a member's 28-day salary divided by 160 when the "Hours Worked" exceed 106 in a 14-day pay period. When the "Hours Worked" do not exceed 106 in a 14-day pay period the member will be paid for unscheduled hours at the member's regular rate of pay.

**Section 5 - Overtime vs. Leave Hours.** "Hours worked" for purposes of computing scheduled overtime will include only hours actually worked by the member. Vacation hours, sick leave hours, SDO's, injury leave hours, and other types of paid leave granted on regularly scheduled days will not be included in the total hours worked to determine scheduled overtime hours.

"Hours Worked" for purposes of computing unscheduled overtime will include only hours actually worked by the member, paid vacation, SDO's and paid compensatory hours. Sick leave hours and injury leave hours will not be included in the total hours worked to determine unscheduled overtime hours.

**Section 6 - Training.** Members will receive additional compensation for required Fire Division Training or instruction if said training or instruction occurs when a member is not scheduled to work. Compensation will be for actual hours of training or instruction and treated as unscheduled overtime.



**Section 7 - Call-in Time.** Call-in time is defined as time for work assigned by the Fire Chief and performed by a member at a time disconnected from his or her normal and regularly scheduled hours of work. Employees will be compensated for call-in time at their regular hourly rate until their total number of hours worked exceeds 106 hours in a 14-day pay period. Call-in time begins with the time recorded by the dispatch center or commanding officer when the member was contacted.

An employee who is called in will be credited with a minimum of two (2) hours of work. An employee who is called in and works more than two (2) hours will be paid for actual hours worked.

**Section 8 - Work on Holidays.** When an employee works on a holiday, see Article 12 - Holidays, for compensation, etc.

**Section 9 - Time Off in Lieu of Payment.** If a member elects to take time off regularly scheduled hours in lieu of payment for any time compensable as unscheduled overtime, such time will be granted by the Chief on an hour and one-half for every hour worked basis at a time mutually convenient to the member and the Chief of his or her designee. Once compensatory time is approved it cannot be cancelled by management.

Each member will be allowed to accumulate up to a total 240 hours compensable time. Hours will be accrued at a rate of one and one-half hours for every hour worked.

Accumulated unused compensable time will be reimbursed between November 1 and Thanksgiving each year at the member's regular hourly rate of pay. The member may carry over 72 hours of compensable time from one year to the next.

Accumulated unused compensable time at termination of employment will be reimbursed at the member's hourly rate of pay at the time of termination.

**Section 10 - Overtime Availability.** When unscheduled overtime is offered, it will be offered equally within the respective rank, except in case of an emergency or when a particular member or group of members with special skills and/or qualifications is needed. This Section does not apply to required training or instruction.

**Section 11 - Eligibility.** Payments for scheduled and unscheduled overtime will be made following the pay period worked.

**ARTICLE 17 - RESIDENCY.**

**Section 1.** There is no residency requirement for employees.

## **ARTICLE 18 - EMERGENCY RECALL.**

**Section 1. Definition** - When an incident or series of incidents occurs in which the on-duty personnel resources have been exhausted, a call back of off-duty personnel may be necessary. It is Management and labor's goal to make this call back as quick, simple and fair as possible. An emergency recall will be ordered by the Chief or his or her officer in charge. When a call back is issued automatically through the Computer Aided Dispatching System, it will be considered an order.

**Section 3. Notification** - Notification shall be made in accordance with O.F.C. #15. Changes to O.F.C. # 15 will be made by the parties in collective bargaining or by the Labor Management Committee.

## **ARTICLE 19 - TRAVEL, CONFERENCE, and TRAINING EXPENSES.**

Members will be entitled to their actual expenses incurred on official business of the City as approved by the Fire Chief. They will either file an itemized statement of such expense, if the actual expenses incurred are to be reimbursed, or the member will be entitled to expenses delineated as follows:

**Section 1.** Members are entitled to an advance for the above purpose from the accounting department. The current amount of the advance is listed in the Employee Handbook and is updated as needed to reflect current average costs.

**Section 2.** Authorized use of personal vehicles is entitled to reimbursement at the rate stated in the Employee Handbook.

**Section 3.** Either reimbursement or advance payment will be reviewed by the Fire Chief, and a positive recommendation is necessary before the City Manager may approve the voucher. A member is entitled to actual expenses whether or not an advance payment is made.

**Section 4.** Receipts for expenditures will be presented with the voucher so as to accurately determine the actual amount of expenditures.

**Section 5.** This Article does not apply to Association business (see Article 23, Section 3). Expenses related to Association business are not chargeable to or reimbursable by the City.

## **ARTICLE 20 - TUITION REIMBURSEMENT**

**Section 1.** The purpose of this Article is to provide an incentive for bargaining unit employees to continue their education and training in job-related programs that will improve their skills and abilities in performing their job responsibilities.

**Section 2.** The City will reimburse employees up to 100% of the cost of tuition and/or proficiency examinations incurred in pursuing a job-related educational program leading to an Associate, Bachelor's or Master's degree from any institution of higher education.

The following reimbursement will apply:

Grade "C" or higher = 100%

Proficiency exams and/or courses without grades given will be reimbursed at 100%.

Annual maximum reimbursement will not exceed \$1500.00.

**Section 3.** On or before August 15 of each year, each member will complete an education request form indicating his or her intention to enroll in continuing education for the following calendar year. The member will indicate his or her name, degree sought, the courses to be taken in the following calendar year, and an explanation as to how such courses of study relate to the employee's job responsibilities. All such requests will be subject to the approval of the Chief, which approval must be obtained in writing before enrolling in the course(s).

**Section 4.** To be eligible for reimbursement, the member must have successfully completed the course with a grade of "C" or better. Reimbursement will be made within 30 days following receipt of the following information:

1. A transcript or grade report.
2. A receipt indicating the amount of tuition paid by the member.
3. An authorization form permitting the City to deduct the amount of the reimbursement from his or her final pay check should the member terminate his or her employment within one year of completing the course, for whatever reason. In the event the final check(s) do not cover the tuition reimbursed the member by the City, the member will be required to make payment to the City, to the extent the tuition reimbursed exceeds the final check(s).

**Section 5.** In order to be eligible for tuition reimbursement, the member must have one year of continuous service with the City and must have obtained each of the various certifications required in the member's job description.

## **ARTICLE 21 - UNIFORMS**

**Section 1.** Members will be issued an initial allotment of new uniforms at the time of original appointment, and will receive the balance of the uniforms necessary to make a full allotment upon completion of the probationary period. Initial allotment shall include:

1 name badge	3 polo shirts	9 T-shirts
3 pants	1 pair of shoes or boot	1 belt
2 job shirts	1 light-weight coat	1 heavy-weight coat
1 adjustable hat		

**Section 2.** Members will be allotted funds each year for the replacement of portions of the uniforms that may become worn, damaged, or otherwise unusable.

For calendar year 2015 all employees will receive three (3) polo shirts.

Beginning calendar year 2016 the annual allotment for uniforms will be:

- 3 T-Shirts
- 1 Job Shirt
- 1 Adjustable Hat
- 3 Polo Shirts

Beginning calendar year 2016, all employees will be provided with an annual stipend totaling \$500. The annual stipend will be provided as a taxable payment to each employee on or before March 31 of each year.

**Section 3.** If during the exercise of his or her duties a member damages or contaminates an item (or items) of his or her uniform, the member may have the item(s) replaced by the City with the approval of the Fire Chief. This shall include items purchased by the employee.

**Section 4.** Items of uniforms stolen or lost will be replaced by the member.

**Section 5.** Upon separation from City service, all uniforms furnished by the City will be returned to the Fire Chief.

**Section 6.** Uniforms provided by the City will not be worn at any time other than actual City employment or traveling to and from work.

**Section 7.** Each uniform provided for the member will be kept clean and in good repair by the member. Rented uniforms will be kept clean by the renting agency; however, the member will make sure that uniforms are available to the agency for cleaning.

**Section 8.** Members may wear, at the discretion of the Fire Chief, any uniform tee shirt or sweat shirt, in good condition that has been purchased from an approved vendor, both currently and previously. The parties agree that if there is a design change to the uniform tee shirts or sweat

shirts, the members will be permitted to wear either shirt design, as long as it is in good condition.

The City will provide safety equipment at the discretion of the Chief.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

**Section 1.** Disputes and differences between the Association and Management concerning the interpretation of this Agreement will be handled as follows:

Step 1. All members and supervisory personnel should make an earnest, honest effort to verbally settle differences and disputes through the chain of command in the Fire Division within five business days, (Monday through Friday, excluding holidays), prior to making use of the formal procedures.

Step 2. If the grievance is not resolved in the oral process of Step 1, the aggrieved member(s) will reduce the grievance to writing on forms supplied by the Association for this purpose, and present it to the Chief within ten (10) business days from the time the grievant knew or could reasonably have learned of the grievance. Such grievance shall include a detailed description of the alleged violation of the contract and specifically list the contract sections which are at issue. Four copies of the grievance forms will be prepared, dated and signed by the aggrieved member(s), and distribution of said copies by the member(s) will be as follows: one copy to the Fire Chief, one copy to the City Manager, and one copy to the Director of Human Resources, or their respective designees.

The Chief will reply in writing to the grievant(s) by the end of the seventh day after it is presented to him or her. If the grievant(s) does not refer the grievance to the third step of the procedure within seven calendar days after the decision rendered in the second step, it will be considered to be satisfactorily resolved.

Step 3. Should the grievance remain unresolved at the preceding step and should it be referred to the third step, the grievance will be referred in writing to the City Manager or his designee by the grievant(s). After receipt of the grievance, the City Manager or his designee will reply in writing to the grievant(s) by the end of the seventh business day. If the grievant(s) does not refer the grievance to arbitration within seven calendar days after the decision in the third step, it will be considered satisfactorily resolved.

Step 4. In the event the grievant is not satisfied with the result of Step 3, he or she may, within 7 business days, file a notice of his/her intent to arbitrate. Within 14 calendar days of receipt of intent to file the arbitration proceedings under the grievance procedure, the City Manager and the Association will agree on an arbitrator to hear the case from the Federal Mediation and Conciliation Service or the American Arbitration Association. A date for such arbitration will be set as soon as possible in accordance with the wishes of the parties and the availability of the arbitrator. Any City employee called by either party will not suffer loss of pay. The arbitrator will reduce his or her award to writing and state the reasons for reaching the decision. The decision of the arbitrator will be final and binding upon the parties. The unsuccessful party will pay the full costs of the arbitrator, including the arbitrator's fees and expenses, and other necessary expenses of the arbitration procedure. The Association and the City will bear their individual legal expenses.



**Section 2.** It is understood that the time limits imposed in this Article may be extended at any step by mutual written consent of the parties in that step. Likewise, any step in the grievance procedure may be eliminated by mutual consent of the City Manager and the Association.

**Section 3.** The grievant will have the right to have a representative of his or her choice present at any of the steps of the grievance procedure after notifying the Fire Chief's office of the identity of said outside representative not less than 24 hours prior to said proceeding.

**Section 4.** A member has the right to have a representative present at any disciplinary proceeding.

## **ARTICLE 23 - ASSOCIATION BUSINESS.**

**Section 1.** The Association may select one representative per shift and one alternate representative per shift to act in the absence of the representative. These representatives will be certified to the City in writing. Only those representatives certified by the Association in writing will be permitted to conduct business on behalf of the Association

**Section 2.** In cases of disciplinary action, discharge or suspension, the member or members and representative will be allowed reasonable time without loss of pay to investigate a grievance, or consult with the City in processing the grievance, if he or she first received permission from his or her commanding officer. When a member is to be discharged, given disciplinary lay off, or a written reprimand, a representative will be present upon the request of the member or Command Officer.

Other grievances may be investigated by the Association representative without loss of pay upon the permission of the Chief. Permission to investigate grievances will not be unreasonably withheld.

**Section 3 - Association Leave Hours.** The City will allow members to attend conferences and/or seminars of any beneficial group or association which is sanctioned by the Association, provided such attendance will not affect minimum manning of the division. Time granted will not exceed an aggregate total of 456 hours for the duration of this agreement. Only Association leave hours selected in December for the upcoming year will be guaranteed and not subject to cancellation. Guarantee of Association leave hours selected in December is limited to one Association representative per shift and will not count towards the two members on vacation. Time granted is applicable only to regularly scheduled hours, will not be charged against a member's annual or accrued leave hours, and will be granted without loss of pay or other benefits as provided within this Agreement. The President of the Association will, at least 10 days prior to a conference or seminar, submit notice to the Fire Chief identifying the conference or seminar, certify the members attending, and indicate the starting and ending dates and applicable scheduled hours for each member. The Chief will approve the request within three working days after receipt provided minimum manning will not be affected on the scheduled days in question.

## **ARTICLE 24 - LABOR-MANAGEMENT COMMITTEE.**

**Section 1. Committee:** The City and the Association will jointly assist in establishing a Labor Management Committee, which will consist of eight members, half of whom will be appointed by the Association. Each member will serve at the pleasure of the party appointing him or her, and may be replaced from time to time. At such meetings there will be full and forthright discussions and complete disclosures, if possible, by both parties on mutual subjects that would directly or indirectly affect the morale and command of the Department members of the bargaining unit. Meetings will be held within a reasonable time (not to exceed 14 calendar days unless mutually extended by both parties) after a request by either party, having regard for the seriousness of the issues involved.

**Section 2 Agenda:** The party requesting the meeting shall furnish an agenda with the request for the meeting. The Association will furnish names of the Association employees who will be attending. Subjects that may be discussed at these meetings shall include (but not limited to) the items listed below:

- A. Discuss the administration of this Agreement;
- B. Notify the Association of changes made by the City, which may affect bargaining unit members;
- C. Discuss grievances, which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed by the parties;
- D. Disseminate general information of interest to the parties;
- E. Give the Association representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. Discuss ways to improve efficiency and work performance; and
- G. Consider and discuss health, safety, and training matters.

**Section 3. Attendance:** Association employee representatives attending Labor/Management meetings shall not suffer a loss in pay for hours spent in such meetings, if held during the employee's regular scheduled hours of work.

**Section 4. Reports:** Written responses promised by each party's representatives during meetings, to items rose at such meetings, will be submitted to the other party's representatives who attended the meeting within fifteen (15) calendar days after the meeting, unless the parties mutually agree to a time extension. The Association may submit a written report as a result of such meetings.

## **ARTICLE 25 - FITNESS FOR DUTY TESTING.**

**Section 1.** Chemical tests and/or medical examinations may be administered to any bargaining unit member to determine his or her fitness for duty, when such tests are part of an official internal investigation or when there is “reasonable suspicion” that an employee may be unfit for duty. Any chemical tests may be tested at two different levels; an initial screening, which if positive, will be followed by a confirming test using gas chromatography/mass spectrometry. Such tests will be conducted in a manner so as to minimize an invasion of the employee’s privacy. Chain of custody procedures will be maintained. The employee will be advised that the results may not be used against him or her in criminal proceedings, and the employee will be given the opportunity to give explanation why the test may be positive.

NOTE: Examples of evidence that would give the City a reasonable basis to test for drug or alcohol use includes, but are not limited to, observation of an employee’s behavior patterns and physical manifestations; circumstantial evidence, such as drug paraphernalia; and the occurrence of on-the-job accidents or incidents associated with physical manifestation of impaired functioning.

**Section 2.** Bargaining unit members will participate in substance use testing, as required by the City to be in compliance with the BWC's Drug Free Workplace Program. These tests may include random drug testing. Testing procedures and frequencies will not exceed that which is required by the DFWP. Those members who test positive for substance use will be given the opportunity for rehabilitation and a "last chance agreement" as allowed through DFWP. This Section will only be enforceable while the City is in compliance with DFWP, and upon request, the City will provide the Union with notification of its compliance any time testing is required.

**Section 3 - Right of Appeal.** Each member has the right to challenge the results of the substance abuse testing under the grievance procedures in this Agreement.

**Section 4 - Right of Union Participation.** At any time upon request of the member, the union will have the right to inspect and observe the test procedures, with the exception of urine collection, and the test results. The union may inspect the test results if so authorized by the member affected.

**ARTICLE 26 - NO STRIKE OR LOCKOUT.**

**Section 1 - No Lockout.** During the term of this Agreement, the City will engage in no lockout of the members covered by this Agreement.

**Section 2 - Association Responsibilities.** It is understood and agreed that the services performed by members covered by this Agreement are essential to the public health, safety and welfare. Neither the Association nor any member will take part in, cause, or aid any strike, slowdown, picketing (so as to encourage members not to work), or any other interference with the operations of the City during the term of this Agreement. In addition to other rights and remedies prescribed by law, the City will have the right to discharge or otherwise discipline members violating this Section, and no such discharge or discipline may be set aside unless the member is found innocent of any violation of this Section.

## **ARTICLE 27 - TRAINING.**

**Section 1 Purpose.** In order to assist the employee with tracking his or her continuing education for paramedic recertification and to manage the Fire Department effectively, a mutual understanding and consideration by both parties is necessary.

**Section 2. Mutual Aid to the City.** A member who responds to the City of Xenia, for mutual aid while employed by another department or service will not be compensated in any form by the City of Xenia.

**Section 3. Training.** Any training relating to the fire or EMS service that has been obtained through an employer other than the City of Xenia, will be reported to the Fire Chief to be included in the member's continuing education record. Cost for training by another employer will not be eligible for compensation from the City of Xenia. O.F.C. 20 will continue to govern outside training for the Xenia Fire Division. Any changes to O.F.C. 20 will be made through the Labor Management Committee.

**Section 4. Field Training Officer.** The Chief may appoint a bargaining unit member as a Field Training Officer (FTO). The Field Training Officer must meet all established requirements and complete any assigned training for this assignment. All FTO's will be a certified instructor. Upon assignment of a trainee, the Field Training Officer will be responsible for overseeing the completion of all training outlined in the New Hire Rotation manual and completing all rotation paperwork. The Chief, Captain or acting Captain have the ability, and will put the FTO or other members on "plus rating" for the time they spend training a newly hired employee. The total number of "plus rating" hours allotted for each newly hired employee is 320 hours.

**ARTICLE 28 - SEPARABILITY.**

**Section 1.** Should any part hereof or any provisions herein contained be rendered or declared illegal by reason of any authorized government agency or court, such invalidation will not affect the remaining portions of this contract. Any such clause declared illegal will be renegotiated by the parties.

## **ARTICLE 29 - ENTIRE AGREEMENT, WAIVER OF BARGAINING CLAUSE.**

**Section 1.** This Agreement supersedes all prior agreements between the parties, whether such agreements were verbal, written, or based upon practice, and constitutes the entire Agreement between the parties.

**Section 2.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work and all other terms and conditions of employment; the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether or not written in this Agreement. The City retains those rights inherent to or previously exercised by it, except as specifically limited by this Agreement. The City will have no obligation to bargain collectively with respect to the exercise of any of the rights reserved to and retained by it pursuant to either Section 4117.08 (C) of the Ohio Revised Code or the Management Rights clause of this Agreement.



## **ARTICLE 30 – PERSONNEL FILES**

**Section 1.** There shall be only one (1) official personnel file per employee maintained by the City.

- A. Every member shall be allowed to review their personnel file at any reasonable time upon written request. A member may also authorize their attorney to review their personnel file. Such request shall be made to the Human Resources Director and review of the file shall be made in the presence of the Human Resources Director or the Human Resources Director's designee.
- B. Any member may copy documents in their file. The City may levy a charge for such copying. Such charge shall bear a reasonable relationship to the actual costs.
- C. If upon examining their personnel file, any member has reason to believe that there are inaccuracies in documents contained therein; the member may write a memorandum to the Human Resources Director explaining the alleged inaccuracy. The Human Resources Director shall attach the memorandum to the document in the file and shall not thereon the City's agreement or disagreement with the memorandum's content. Any employee's signature on a document shall mean the member has seen the document and not that the member agrees with its contents unless it is so stated on the document.
- D. The Employer shall notify the member when someone outside city government accesses their file. To the extent allowed by law the Employer shall determine the identity of the person and the reason for such request.
- E. Records of oral or written reprimands shall cease to have force and effect or be considered in future discipline matters one (1) year after their effective date, providing there are no intervening disciplinary actions taken during that time period.
- F. Records of suspension, demotion, or discharge shall cease to have force and effect or be considered in future discipline matters three (3) years after their effective date, providing there are no intervening disciplinary actions taken during that time period.

## **ARTICLE 31 – ATTENDNACE**

### **Definitions:**

**Absence:** Absence is defined as work time lost when an employee does not work as scheduled for any reason.

**No Call/No Show:** No call/no show occurs when an employee fails to notify his/her supervisor and does not report to work as scheduled. This may result in corrective action up to and including termination following investigation of the situation by the Chief or his/her designee.

**Occurrence:** Use of unscheduled leave. When an employee is absent for four (4) or more hours of his/her shift it will count as one (1) occurrence unless the absence is one of the Exceptions set forth below. When an employee is absent for less than four (4) hours of his/her shift it will count as one-half (1/2) an occurrence unless the absence is one of the exceptions set forth below. Consecutive absences for the same reason will count as one (1) occurrence.

**Doctor's Certificate:** A doctor's certificate to substantiate a period of absence of three consecutive shift days is required by the City, and may also be required in the following cases:

- A.** For probationary employees; or
- B.** A pattern of absences

The doctor's certificate must include the name of the treating physician, date(s) of treatment, and a reason for absence.

**Notification:** Employees will notify the duty officer at Fire Station 31, Fire Station 32 or dispatch (in that order) at least one (1) hour prior to the regular start time of the employees work day. Employees are responsible for keeping their supervisor informed as to when they expect to return to work. This procedure applies when employees are going to be absent or tardy. Employees must provide a reason for their absence or tardiness.

**Exceptions:** Time away from work approved for the following reasons will not count as an occurrence:

1. Approved family and/or medical leaves of absence (FMLA);
2. Pre-scheduled and pre-approved use of vacation or compensatory time;
3. Military leave;
4. Leave for Jury Duty;
5. Approved Bereavement leave;
6. Approved Injury Leave;
7. Approved Union Leave;
8. Trades

**Corrective Action:** If an employee reaches a total of four (4) or more occurrences in a rolling 12-month calendar measured backward it will result in corrective action that coincides with the number of occurrences. Occurrences fall off 12 months from the date of the occurrence. The Chief or designee may consider the employee's work history and attendance pattern when determining corrective action which may be up to the following.

<b>Occurrences</b>	<b>Correction Action</b>
4 Occurrences	Counseling Session
5 Occurrences	Documented Verbal Warning
7 Occurrences	Written Warning
9 Occurrences	Final Written Warning
10 Occurrences	Termination

ARTICLE 32  
DISCIPLINE

Section 1. Purpose: The purpose of this procedure is to outline the process to be followed in the handling of discipline related to complaints or misconduct by employees. The specific procedures and rights of the City and the employees are outlined so there is a clear understanding by both parties.

Section 2. Timeframe: Disciplinary action (or notice of an internal investigation) will only be initiated by Management within ten (10) normal business days (M – F except holidays) of the date Management discovered the infraction or incident. Disciplinary action (or notice of an internal investigation) resulting from recurring or cumulative incidents will be initiated within ten (10) normal business days (M – F except holidays) of the date Management discovered the most recent infraction or incident.

Section 3. Disciplinary Procedure:

- A. No employee shall be disciplined, reduced in pay or position, suspended or removed, except for just cause. Warnings or reprimands that do not involve a reduction in pay or position, suspension, or discharge are not appealable to binding arbitration.
- B. The principles of progressive disciplinary action will be followed with respect to minor offenses. It shall be corrective and applied in a uniform manner. Normal progressive discipline shall consist of, but not limited to, an oral warning, written reprimand, short-term suspension, and either a long-term suspension, demotion, or discharge.
- C. The City may take corrective action deemed necessary by the circumstances on a case-by-case basis.
- D. When a hearing for the purpose of determining whether or not the employee has committed an infraction which could result in a disciplinary action of record, the employee will be notified of the right to be represented by a representative of the union. A hearing is a meeting between an employee and the City's Representative at a prescribed time and place after the alleged occurrence of the work-related offense. No such hearing shall be held until the employee has had the opportunity to obtain such representation or has waived such right. A copy of the charges and a brief outline supporting such charges shall be sent to the employee not less than five (5) working days prior to the date of the hearing. Findings will be issued to the employee after any hearing for which formal charges and specifications have been prepared.
- E. The City agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 4. Discovery: Discovery shall be available, prior to any pre-disciplinary hearing, of evidence to be presented at said hearing. Should any new evidence develop during the hearing, a continuance may be granted to the employee upon receipt so that the new evidence may be reviewed by the employee and the employee's grievance representative and/or attorney.

## **ARTICLE 33 - DURATION**

**Section 1.** This Agreement will become effective on January 28, 2018 at 0700 and will remain in effect through January 23, 2021 at 0700 and will continue thereafter for successive periods of 12 months, unless either party to this Agreement, on or before 90 calendar days prior to the expiration of such period, notifies the other party in writing of its intention to terminate this Agreement or to amend any terms thereof at the conclusion of any such period.

**Section 2.** Upon the delivery of such notice, the parties will meet with respect to a new agreement, sufficiently in advance of the expiration date so as to enable the parties in their attempts to reach an Agreement prior to expiration. The parties will meet and exchange proposals at least 120 calendar days prior to the expiration date.

IN WITNESS WHEREOF, the parties have signed this Agreement this 03<sup>rd</sup> day of January, 2018.

International Association of Firefighters,  
Local 698

The City of Xenia, Ohio



Leonard Baurle  
President



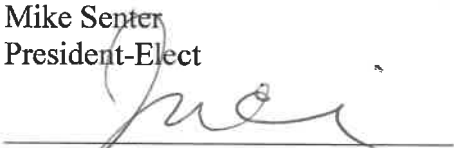
Brent Merriman  
City Manager



Mike Senter  
President-Elect



Ryan Duke  
Finance Director




Jason Kinley  
Committee Member



Joe Mullikin  
Deputy Fire Chief



Daniel Smith  
Committee Member

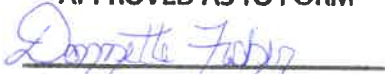


Jackie Potter  
Human Resources Director



Jarrod Holloway  
Assistant City Manager

APPROVED AS TO FORM



Donnette Fisher  
Law Director, City of Xenia