

AGREEMENT BETWEEN THE

CITY OF BELLEVUE

AND

AFSCME LOCAL 2571

GROUP 2 FIREFIGHTERS

GROUP 3 LIEUTENANTS

January 1, 2013

thru

December 31, 2015

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**ARTICLE 1
PREAMBLE AND PURPOSE**

SECTION 1. This Agreement, entered into by and between the City of Bellevue, hereinafter referred to as Employer or City and Ohio Council 8 of the American Federation of State, County, and Municipal Employees and Local #2571, hereinafter referred to as Union, has as its purpose:

- A. The promotion of harmonious relations between the parties;
- B. The establishment of equitable and peaceful procedures for the resolution of differences in the application and interpretation of this contract; and
- C. The establishment of salaries, wages, hours of work, and all other terms and conditions of employment as provided herein for all employees in the bargaining unit as defined herein.

**ARTICLE 2
UNION RECOGNITION/REPRESENTATION**

SECTION 1. The Employer recognizes the Union as the deemed certified sole and exclusive representative for the purposes of establishing hours of work, salaries, wages, benefits, and all other conditions of employment for the following employees:

- A. GROUP 2 Firefighters
- B. GROUP 3 Lieutenants

SECTION 2. Notwithstanding the provisions of this Article, management, confidential, professional, supervisory, temporary, seasonal, and employees in the exempt services shall not be included in the Bargaining Unit. All classifications not specifically established herein as being included in this unit shall be excluded from the bargaining unit unless determined otherwise by the appropriate tribunal under the operation of applicable law (O.R.C. 4117) and/or per this Agreement.

SECTION 3. This Agreement shall cover Group 2 and Group 3 employees only. Group 1 employees, while continuing as a part of the deemed unit, are covered by a separate Agreement.

SECTION 4. The Employer has the right to establish new positions, delete classifications or positions and retain, reallocate, or modify positions from the unit in compliance with the provisions of this Agreement and Article 35 herein. The Employer agrees to inform the Union of any changes and to negotiate whether said changes and said positions shall be included in the bargaining unit and their proper rates of pay and benefits. The parties will recognize O.R.C. 4117 regarding new positions being added to the bargaining unit. When/if, new positions, or, new classifications are created by the Employer, they shall be subject to negotiations with the Union and the Employer pursuant to O.R.C. 4117. The parties will negotiate hours, wages, benefits, terms and conditions of employment concerning any such new positions.

SECTION 5. If in the event the parties are unable to reach any such mutual agreements, the parties shall submit any such dispute in the following manner: Disputes concerning whether a new position is subject to negotiations between the Union and the City shall be submitted to and resolved by the State Employment Relations Board; disputes concerning the appropriate hours, wages, benefits, terms and conditions of employment concerning any such new positions shall thereafter be submitted to and resolved by binding arbitration under this Agreement.

SECTION 6. The Employer agrees to make information available to the Union on all matters having an effect upon the employee's wages and/or working conditions of employees in the established Bargaining Unit.

SECTION 7. Meetings of committees of the Union shall be permitted on City property upon advance approval of the Fire Chief, Safety-Service Director or Mayor.

SECTION 8. Consultation, negotiations, and other representative activities between the Employer and the Union necessary to further the purposes of this Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Bargaining unit employees shall be permitted time during duty hours, without loss of pay or benefits, to perform these functions, provided they request time off to engage in these activities from their supervisors, such requests are granted, and the granting of such requests will not result in any additional overtime work for City employees or substantially interfere with the City's operations and maintenance of services. Such privileges shall not be abused by the Union or its membership, nor will permission, unreasonably be withheld by the City.

SECTION 9. The Employer agrees that no more than two (2) representatives to the American Federation of State, County and Municipal Employees, Ohio Council 8, and or the international union shall be admitted to the employers premises and sites at any one time during working hours for the purpose of processing grievances, consultation, or attending meetings as provided herein. The Union agrees that such activities shall not interfere with the normal work duties of employees and advance permission shall first be sought from the Safety-Service Director or Mayor, which permission shall not unreasonably be withheld.

SECTION 10. In the interest of sound labor/management relations, the Employer or his/her designees shall meet when necessary with representatives of the Union to discuss pending problems, contract administration, and to promote a more harmonious labor/management relationship. An agenda will be furnished by the party requesting the labor/management meeting at least three working days in advance of the scheduled meeting with a list of matters to be discussed and the names of those attending representing the party.

SECTION 11. The Union shall provide to the Employer an official roster of its Union Officers, Stewards, and Representatives, which shall be kept current. The Union Representatives shall confine their Union activities to the investigation, processing of grievances and the maintenance of this Agreement and shall notify their immediate supervisor prior to beginning any such activities.

SECTION 12. The Employer will recognize the One (1) steward for Fire Fighters and one (1) for Fire Lieutenants for purposes of filing grievances City.

SECTION 13. The Employer shall provide bulletin boards for AFSCME Local 2571, Ohio Council 8. Such bulletin boards shall be placed in all work areas where employees usually congregate. The Union shall post meeting notices, legislative bulletins, and other pertinent information relating to Union activity.

SECTION 14. The Union agrees not to post any material of a scandalous, scurrilous, or derogatory nature about the City Administration and/or any candidate for public or Union office, nor any personal attack upon any other employee of the City.

SECTION 15. The Employer and the Union agree that membership in the Union is available to all employees in the bargaining unit, as has been determined herein, after thirty (30) days employment.

SECTION 16. The probationary period for initial appointments shall be one year pursuant to Section 124.27 O.R.C.

SECTION 17. CHECK-OFF. The Employer agrees to deduct regular Union membership dues once per month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually by the employee. The signed payroll deduction form must be presented to the Employer, by the Union President and/or Union Treasurer. Upon receipt of proper authorization, the Employer will deduct Union dues from the payroll checks for the pay period in which, the deduction was received by the Employer.

- A. Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.
- B. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this section and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of deductions made by the Employer hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.
- C. The Employer shall be relieved from making such check-off deduction upon (a) termination of employment, or (b) transfer to a job not covered by the bargaining unit, or (c) lay-off from work, or (d) and agreed leave of absence and/or revocation of the check-off.
- D. The Employer shall not be obligated to make dues deductions of any kind from an employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
- E. It is agreed that neither the employees nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within 90 days after such error is claimed to have been occurred. If such an error is

found, it will be corrected at the next pay period in which Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive Bargaining Agent only and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

- F. One-month advance notice shall be given the payroll clerk and City Auditor prior to making any changes in the individual's dues deduction. The Employer agrees to furnish the Union a warrant in the aggregate amount of the deductions.
- G. Deductions provided for in this Section shall be made during one pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction at the next dues deduction period if the dues deductions do not exceed the total of two months regular dues. Each eligible employee's written, authorization for, dues deduction shall be honored by the Employer for the duration of this agreement and/or the term of recognition of the Union.

SECTION 18. INDEMNIFICATION. The Union shall indemnify, defend, and hold the Employer, its agents and employees harmless against any claim, demand, suit, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Employer, its officers, officials, agents, and employees in complying with this Article.

ARTICLE 3 PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. The provisions of this Agreement shall be applied equally to all applicants for employment, as well as to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, ancestry, citizenship, veteran status handicap or disability, political opinions or affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 2. All references to employees in this Agreement shall designate both sexes, and wherever male or female gender is used it shall be construed to include both female and male employees.

SECTION 3. The Employer agrees not to interfere with the rights of employees within the bargaining unit to become or remain members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Employers representatives against any employee representative acting in an official capacity on behalf of the Union.

SECTION 4. There shall be no discrimination, interference, restraint, or coercion by the Union or its representative against any employee within the bargaining unity exercising the right to join or abstain from membership in the Union or participating in the Union.

SECTION 5. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4
PROGRESSIVE DISCIPLINARY PROCEDURE

SECTION 1. No employee shall be disciplined without just cause. If the employee is suspected of charges wherein dismissal or reduction in pay is likely to result, the Employer shall serve the Union a copy of the specified charges and shall first have a hearing with a Union Representative present.

SECTION 2. Disciplinary action shall consist of the following, in this order:

- A. First violation will subject the employee to no more than an oral reprimand.
- B. After the first occurrence of a similar violation, and having had an oral reprimand, the employee is subject to no more than a written reprimand.
- C. Upon the third occurrence of a similar violation, and after having had an oral and a written reprimand, the employee is subject to a suspension of no more than eight hours.
- D. Continued violations after the previous steps have been taken may subject the employee to further suspension of not more than twenty-four hours.
- E. Continued violations after the previous steps have been taken may subject the employee to further suspension or dismissal.
- F. If in the event such first, second, third, or fourth violation is of such a grievous nature as to jeopardize the safety, health or general welfare of the citizens of Bellevue or its employees, in that event, the violations shall subject said employees to immediate suspension or dismissal.
- G. In the event the employee commits an action such as, but not limited to, stealing, drunk on duty, etc., said employee may be suspended or dismissed pending a proper and full hearing between the parties.
- H. In the event a suspension or dismissal is warranted, time off prior to the hearing shall be included as part of the suspension. If the suspension or dismissal was not warranted, the time off prior to the hearing, will be compensated as paid administrative leave.

SECTION 3. Any employee who has completed their initial probationary (365 days) period may appeal any disciplinary action through the grievance procedure herein and, in the event a disciplinary action is overruled, the employee shall be fully reinstated with all back pay and shall have his or her record cleared of those cited charges. In the event a disciplinary action is not totally set aside, the employee shall receive back pay and benefits as deemed appropriate by the final hearing on the appeal.

SECTION 4. The parties agree that a major infraction shall be considered as follows:

- A. Offenses of theft
- B. Embezzlement of public funds
- C. Being under the influence of alcoholic beverages or abuse of drugs during working hours
- D. Physical violence
- E. Offenses involving gross misconduct gross insubordination

SECTION 5. In the case of major infractions the employee shall be subject to more disciplinary action rather than the step of the progressive disciplinary procedures set forth above.

SECTION 6. Oral and written reprimands will cease to have any force and effect and will be removed from the employee's personnel file eighteen months after the effective date of the last reprimand, providing there have been no intervening reprimands of a similar nature during the eighteen month period.

SECTION 7. The Parties agree that any appeals regarding matters covered by this contract are required to be filed through the grievance/arbitration procedure of this Agreement only.

ARTICLE 5 GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1. The term grievance shall mean an allegation that there has been a breach, misinterpretation, or improper application of the specific provisions of this agreement.

SECTION 2. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. All grievances shall be submitted initially at Step 1. All grievances not answered in writing by management within the stipulated time limits shall be automatically advanced to the next step in the grievance procedure. All time limits on grievances may be waived upon the mutual consent of the parties.

SECTION 3. The following steps shall be followed in the processing of a grievance:

Step 1. A grievance must be processed through an oral discussion between the aggrieved employee (and/or the steward) and the Fire Chief as a preliminary step prior to pursuing Step 2 of the grievance procedure. A grievance must be presented at the time the incident, giving rise to the grievance occurs or within ten (10) City business days after knowledge of the grievance. If the grievance is not resolved at this step, the supervisor shall give his written answer within four (4) City business days.

Step 2. If Step 1 resolution is not satisfactory to the employee, the employee may appeal the grievance within ten (10) City business days of receipt of the answer from Step 1 to the Safety-Service Director or Mayor. The parties shall have a full hearing with the employee

and the Union Representative present. The hearing shall be held within ten (10) City business days of Receipt of said appeal from Step 1.

The Safety-Service Director or Mayor shall give his or her written answer to the Union Representative within ten (10) city business days.

- Step 3. With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 3 answer. If the City and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Service (FMCS), the State Employee Relations Board (SERB) or other mutually agreed upon mediation service. Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, then either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, the Chief Steward or a Steward designated by the President, the grievant and a representative of AFSCME Ohio Council 8. The City may in its discretion determine the number and the makeup of its representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any written material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference. The mediator may, however, retain one copy of the written material to be used solely for the purposes of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

Step 4. Should any grievance remain unsettled after the exhausting of the above procedure, either party hereto and only either party, shall, if the party desires, demand arbitration within ten (10) city business days, failing to settle the grievance by serving notice on the other party. The Arbitrator shall be appointed by mutual consent of the parties and they shall jointly petition the Federal Mediation and Conciliation Service for a panel of seven qualified arbitrators and the parties shall select a single arbitrator from such panel.

Notwithstanding the above, the parties may by mutual agreement meet and choose an arbitrator. In the event the parties either fail to mutually agree for such a meeting or fail to mutually agree to an arbitrator the provisions regarding FMCS shall apply.

The arbitrator shall not be empowered to rule contrary to, to amend, to add to, or to eliminate any provisions of this Agreement.

The expenses of the arbitrator shall be borne equally by both parties.

SECTION 4. The Employer and the Union will develop jointly a grievance form. The Union shall have the responsibility for duplication, distribution, and their own accounting for grievance forms. Said form shall include a space for the Employer to indicate date received and date answered.

SECTION 5. Where a group of employees desires to file a grievance involving a situation affecting each employee in the same manner, one employee selected by such group will process the grievance as a class action grievance. A form listing the employees and or classifications affected and bearing the signature of the employees wishing the filing of the class action grievance shall be submitted with the grievance.

ARTICLE 6 BREAKS DURING OVERTIME

SECTION 1. When an employee actually works in excess of four (4) hours overtime contiguous to the regular shift, or when an employee has been called out for emergency overtime, which actually exceeds four hours, the Employer shall grant a one-half hour paid break. For each additional four-hour period the employee actually works overtime an additional one-half hour paid break shall be granted. Where the work performed did not allow the break described herein to be taken, the affected Employees will receive the equivalent pay for the missed time break

ARTICLE 7 WORK SCHEDULE

SECTION 1. The Employer agrees to post in an area where the affected employees normally congregate, all regular shift work schedules, thirty days in advance of their effective date.

SECTION 2. Changes in the regular work schedule shall be preceded by five days advance notice to the affected employee. The Employer agrees for the life of this Agreement that it shall not split the regular work shifts, days, and/or hours to prohibit overtime.

SECTION 3. The Employer agrees to reduce to writing its staffing plans including the number of employees on any shift.

SECTION 4. As used in this Agreement, City business day shall mean normal City Hall office hours.

ARTICLE 8 LEAVES OF ABSENCE

SECTION 1. JURY DUTY. Employees shall receive full pay for regularly scheduled working hours for any day when the employee is required to appear before any court for jury duty by United States of Ohio courts. Any fees received by an employee for jury duty shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his/her scheduled workday shall report to work for the remaining hours, after being given a reasonable period of time to change clothes to prepare for work duties.

SECTION 2. MATERNITY LEAVE. Maternity Leave shall be handled pursuant to Section 9 below.

SECTION 3. MILITARY LEAVE. When an employee takes a leave to fulfill his or her summer obligation for the Reserves or the National Guard or goes to summer camp, the Employer shall pay the employee his normal rate of pay for work days missed and the employee shall remit to the Employer all pay received from the military for said missed days. In the event the Military pay exceeds the normal rate of pay, the employee has the option of taking the Military pay and waiving the payment set forth above.

A. The Employer agrees to follow the relevant provisions of the Ohio Revised Code.

SECTION 4. EDUCATION LEAVE

A. Educational leave without pay may be granted to employees upon approval of the Safety-Service Director. Said leave shall not exceed six months.

B. The Employer agrees that employees selected to attend work related educational classes, or schooling shall not lose time or pay for attending. The Employer shall equally distribute opportunities to attend such classes among qualified employees insofar as practical and subject to individual subjects of training.

C. Upon returning for an approved education leave of absence, without pay the employee shall be given first preference on job vacancies or new positions in the classification she/he left. An employee on an unpaid education leave shall not accumulate seniority of benefits during the period of absence but shall retain previously accumulated seniority if s/he is reinstated

following said leave. Provided, however, that where the leave was for work-related education, seniority will continue to accumulate.

SECTION 5. UNION DELEGATE LEAVE. Duly elected Union delegates or alternates to the annual conventions of the Ohio Council #8 and the biennial of the American Federation of State, County, and Municipal Employees, AFL-CIO shall be granted time off without pay for the purposes of participation in such convention, but not to exceed fifteen days per year for all employees in the bargaining unit. The number of employees shall be limited to three employees for any one such convention. The union shall notify the Employer thirty days prior to said conventions of the employees attending. There shall be no more than one delegate from any City department permitted leave for the same convention.

SECTION 6. BEREAVEMENT LEAVE

- A. In the event a retired City employee or active employee dies, the Mayor may grant time off for City employees to attend the funeral.
- B. A regular employee who is absent from work due to a death in the employee's immediate family: father, mother, wife, husband, son, daughter, brother, sister, grandchild, grandparents, or spouse's mother, father, grandparent, shall be granted leave of absence for two (2) shifts with no loss in pay, for purposes of actually attending to funeral arrangements or to the needs of family members.
- C. A regular employee shall be granted a one (1) shift leave of absence, with no loss in pay for the bereavement of the employee, or the employee's spouse's brother-in-law, sister-in-law, brother, sister, son-in-law, daughter-in-law, aunt, uncle, niece, or nephew, step-parent, etc. where there is a close family relationship between the employee and the deceased relative in that category.
- D. In the event attendance at a funeral or other memorial service for which leave is provided above requires one way travel in excess of one hundred and fifty (150) miles, an additional one (1) shift leave shall be granted with no loss of pay.
- E. Employees shall receive bereavement leave pay only for those days on which they would have otherwise been scheduled to work.
- F. While on bereavement leave, employees shall remain in active pay status for those bereavement days used.
- G. If additional leave is requested by the employee, it shall be deducted from the employee's accumulated sick leave, or accumulated vacation or personal leave days as requested. Said leave shall not be denied without just cause.

SECTION 7. SENIORITY RIGHTS. Employees shall retain all seniority rights and provisions of this Agreement while on paid leaves of absences.

SECTION 8. PERSONAL LEAVE OF ABSENCE

- A. An employee may be granted a personal leave of absence, without pay, upon approval of the Safety-Service Director. Requests for a personal leave shall be submitted to the Safety-Service Director seven working days prior to the requested effective date of said leave and shall include the reasons for the intended absence. The Safety-Service Director shall determine the merits of the requested leave and approve or deny the request within three days of receiving it.
- B. Upon returning from an approved, unpaid leave of absence without pay, the employee shall be given first preference on job vacancies or new positions in the classification s/he left. an employee shall not accumulate seniority or benefits while on such leave but shall retain previously accumulated seniority when reinstated following said leave.

SECTION 9. FAMILY AND MEDICAL LEAVES OF ABSENCE. Pursuant to the federal Family and Medical Leave Act (FMLA), the Employer provides up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family or medical reasons. Employees are eligible if they have worked for our Employer for at least one (1) year, and for at least 1,250 hours during the past year. This section is intended to apprise employees generally of the major provisions of the FMLA, however the FMLA, and any regulations or court decisions interpreting and applying it shall govern.

- A. Unpaid FMLA leave will be granted to eligible employees in the following situations:
 - 1. To care for the employee's child after birth, or placement for adoption or foster care.
 - 2. To care for the employee's spouse, son, or daughter, or parent, who has a serious health condition, as verified by the appropriate Health Care Professional.
 - 3. For a serious health condition that makes the employee unable to perform the employee's job.
- B. At the employee's or the Employer's option, certain kinds of paid leave may be substituted for unpaid leave, depending upon the circumstances. The Employer will advise the employee as to whether any portion of the employee's approved FMLA leave may or will be a paid leave.
- C. To obtain an approved FMLA leave of absence, eligible employees are required to provide advance notice and, if applicable, medical certification. The taking of a leave of absence may be denied if the following requirements are not met. Ordinarily, the employee must provide thirty (30) days advance notice when the leave is foreseeable. Also, the Employer requires medical certification to support a request for leave because of a serious health condition, and may require second or third medical opinions at the Employer expense. A report from the employee's physician may be required before the employee is permitted to return to work.
- D. For the duration of an approved FMLA leave, the Employer will maintain the employee's health coverage under its group health plan, provided the employee continues to pay his or her portion of the insurance premiums, if applicable. Also, upon return from an approved FMLA leave, the employee will be restored to the same position or an equivalent position with equivalent pay and

benefits. The use of an approved FMLA leave will not result in the loss of any employment benefits that accrued prior to the start of an employee's leave. For example, the employee will not lose vacation time that has already accrued, if it is not otherwise used during the leave of absence.

- E. Employees, who wish to determine if they qualify for an approved FMLA leave, or to obtain more information about such a leave, must contact the Safety-Service Director. If the employee is eligible and qualifies for an FMLA leave, the employee will be provided appropriate forms to complete.

ARTICLE 9 SUPERVISORY EMPLOYEES

SECTION 1. The Safety-Service Director shall not perform work normally performed by employees in the bargaining unit and ordinarily assigned to regular full-time employees covered by this agreement. This Section shall not be construed to prevent the Safety-Service Director from investigating a complaint or problem to determine the necessity for assigning a crew and equipment to the problem, or from performing work during emergency situations along with all available employees.

SECTION 2. The parties agree that for the duration of the contract, the Fire Chief may, on an as needed basis, perform Bargaining Unit work. It is further agreed that the Chief will discontinue performing Bargaining Unit work when the City's income for a complete fiscal year, equals expenditures. At that time, bargaining unit work will be done exclusively by bargaining unit members only. The parties agree that they shall review the financial condition of the City of Bellevue within 45 days of the end of the fiscal year to determine when the Chief is no longer needed to do bargaining unit work.

SECTION 3. Outside third parties will not be permitted to assign any temporary employees to do bargaining unit work that displaces regular work or normal overtime work of the bargaining unit.

ARTICLE 10 SENIORITY PROCEDURE

SECTION 1. Seniority shall accrue to bargaining unit employees and shall be based upon the total length of continuous service with the Employer. The Employer shall provide seniority lists, which shall provide the employee's date of employment. This list shall be posted for all employees to see.

ARTICLE 11 POSTING AND BIDDING PROCEDURE

SECTION 1. When the Employer decides to fill a permanent position vacancy or newly created job in the bargaining unit, the open position shall be posted in the department where it occurs for five working days. Employees wishing to bid on the job will fill out a bid form and present it to the Office of the Safety-Service Director. The job shall be awarded to the most senior qualified

employee having the basic qualifications in the department bidding. If no employee bids in the department, the job will be posted in all department of the bargaining unit for five working days and all employees shall have the right to bid on the job. The job will be awarded to the most senior qualified employee bidding having the basic qualifications.

SECTION 2. The Employer shall have thirty days in which to decide whether to fill a new position or to fill a vacant position or to notify the Union of intentions to leave the position vacant. If the Employer has not notified the Union within thirty days as provided herein, the position shall be posted for bid as provided herein.

SECTION 3. Each employee who successfully bids on a job shall serve a ninety day probationary period beginning the first day s/he works in the new position. During this time the Employer shall have the right to return the employee to his former position if the Employer determines that the employee is incapable of performing the duties of the new position. The employee shall also have the right to return to his or her original position voluntarily during the first thirty days in the job. The employee who fills the vacancy created by the successful bid shall be provisional during the ninety day period listed above. The employee who fills the vacancy created by the appointment of a Chief shall be provisional during the time limits established by Article 34.

SECTION 4. An employee who moves into a lower classification shall immediately attain the highest step in that classification.

SECTION 5. The Union shall receive copies of all job openings and new jobs created on the first day of the posting. All openings shall contain the following: Job classification, brief description of the job, rate of pay, name of the last person (if any) who held the job and the locations .of same. The Union shall receive notice of the employees bidding and who was awarded the job and the criteria the Employer used in awarding the position.

SECTION 6. It is the Employer's intention that it will replace employees and positions that become vacant through resignation, retirement or other reasons and that it is not the intent of the Employer that the staffing level drop below the present level of three Firefighters, three Lieutenants and one Fire Safety Inspection Officer.

SECTION 7. Should there be no successful bidders when vacant permanent positions or newly-created jobs are posted in the City's Group One bargaining unit, members of bargaining unit Groups Two and Three, who have been laid off within the previous 24 months, shall be made aware of, and allowed to interview for those positions or newly-created jobs before the City offers those positions to any parties or persons outside of Group One.

ARTICLE 12 LAYOFF AND RECALL PROCEDURE

SECTION 1. If it becomes necessary due to lack of work or lack of funds to layoff employees, the Employer shall layoff and re-call employees by seniority. Seniority shall be the determining factor with part-time, seasonal or temporary employees in the affected classifications series being laid off

first and full-time employees laid off in inverse order of their seniority. If, as a result of a lay-off or job abolishment, and employee who is laid off or whose job is abolished shall have the right to bump into any other appropriate position to which this seniority allows, providing the employee possess the basic qualifications for the position.

SECTION 2. Names of employees laid off shall be placed on a recall list, based on their classification and seniority. When funds again become available, employees shall be recalled with the laid off employee with the most seniority having the first opportunity to take the position. No employee shall be hired by the employer while an employee is on a recall list unless all employees laid off refuse the position to be filled. Employee's names shall remain on the recall list for a period of two (2) years, or until the employee refuses recall whichever first occurs.

SECTION 3. Recall notices shall be sent by Certified Mail to the employee's last known home address and a copy of said notice shall be sent to the Union. Employees who are eligible for recall shall have seven (7) calendar days from the recall notice date in which to contact the Employer to confirm acceptance of recall and fourteen (14) calendar days from the recall notice date in which to report back to work. The employer, in its sole discretion may extend the recall/report to work deadlines.

SECTION 4. The Union and employees being laid-off shall receive a notice not less than fourteen days prior to any lay-off or job abolishment.

ARTICLE 13 MANAGEMENT RIGHTS

SECTION 1. The Union recognizes that except as specifically limited by the express provisions of this Agreement, the Employer retains all traditional rights to manage and direct the affairs of the Employer. Such rights include:

- A. Determine matters of inherent managerial policy which include, but not limited to, areas of discretion of policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology, and organizational structure.
- B. Direct, supervise, evaluate or hire employees.
- C. Maintain and improve the efficiency and effectiveness of operations.
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted.
- E. Suspend, discipline, demote, discharge, layoff, transfer, assign, schedule, promote, or retain employees.
- F. Determine the adequacy of the work force.

- G. Determine the overall mission of the Employer as a unit of government.
- H. Effectively manage the work force.
- I. Take actions necessary to carry out the mission of the Employer as a governmental unit.

SECTION 2. SUBJECTS OF BARGAINING. The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 14 EARNED PAY/BENEFITS

SECTION 1. Upon retirement, death, resignation, or termination, full-time employees shall be paid for all accumulated but unpaid vacation, compensatory time, holiday pay, regular pay, and longevity pay.

SECTION 2. Upon retirement, death, resignation, or non-disciplinary termination, full-time employees shall be paid for all accumulated but unpaid sick leave. Such payment shall be made in accordance with the applicable provisions of this agreement owed as of the last date of employment. In case of death, the above payment shall be made to the employee's estate or designated survivor.

SECTION 3. Upon the retirement of a full-time employee, the City shall pay up to \$150.00 toward the cost of the retiring employee's purchase of a Fire Retiree's Badge.

ARTICLE 15 COMPENSATORY TIME

SECTION 1. Employees may elect to receive pay as compensatory time for overtime hours worked, at time and one-half. If an employee does not request compensatory time on the standard form, the employee shall receive overtime pay at his appropriate hourly rate. Compensatory time off with pay shall be granted at time and one-half and must be scheduled three days in advance. The scheduling herein shall not create any additional time and-one half.

SECTION 2. Employees may bank up to one hundred twenty five (125) hours in their compensatory bank. Employees may elect to receive pay for a portion or all of their banked compensation time upon a two-week advance notice. The employee requesting conversion of some compensatory time shall receive amounts within two weeks of said request. Provided however no conversion as provided in this article will be paid between November 1 and December 31, of a calendar year.

SECTION 3. Compensatory time converted to cash or utilized with time off shall be deducted from the employee's compensatory bank.

SECTION 4. Compensatory time banked as of December 31 of each year in excess of the amount provided for in Section 2 above, shall be paid to the employee in the first full pay period in January

ARTICLE 16 REVIEW OF PERSONNEL FOLDER

SECTION 1. Members of the bargaining unit shall be allowed to review their personnel file at any reasonable time. If a member has reason to believe that there are inaccuracies in documents contained in his or her file the employee may file a grievance in accordance with this Agreement. The time for filing shall run from the date the employee reviewed his or her file.

SECTION 2. It is agreed that supervisory and administrative personnel may divulge any material in any personnel folders in accordance with applicable State and Federal law. It is understood that, pursuant to O.R.C., personnel folders may be considered public records.

SECTION 3. Any request to have public records contained in the official personnel file destroyed must be made through the Records Retention Commission in conformance with the appropriate procedures.

ARTICLE 17 EMPLOYEE TRAINING

SECTION 1. Employee training will consist of on-the-job training, training sessions run by the Employer and/or representatives of firms or organizations, and special seminars and courses approved by the Safety-Service Director. These training sessions run by the Employer or representatives will be conducted on City time, except when such sessions are conducted solely for the benefit of employees gaining skills and knowledge for advancement, such sessions will be held on off-duty time with no compensation to employees.

SECTION 2. Special seminars and courses relating to Employer operations require approval by the Safety-Service Director who will advise employees as to the reimbursement prior to employees attending the special seminars or courses. The Employer shall also provide tuition and mileage to and from the school for employees.

SECTION 3. Employees of the bargaining unit shall be allowed to attend schooling with the approval of the Safety-Service Director, and Mayor and be compensated for tuition and travel expenses when said schooling and the employee meet the following conditions:

- A. Pertains directly to the employee's job.
- B. The employee obtains a C average or better.
- C. Attend an accredited course.
- D. The course does not interfere unduly with the work schedule at the employee's work-station.

SECTION 4. After initial employment of one year and upon completion of fifteen approved accredited hours of job related schooling and upon presentation of proof of completion with a grade of a C or better to the Safety-Service Director, and Mayor, an employee shall be granted a onetime one percent (1%) increase in base pay. The parties agree that the employees shall be given credit only for approved accredited hours earned after their initial date of hire. The 1% training increase in base pay shall only be awarded once and shall not be awarded upon completion of additional accredited hours or job related schooling.

SECTION 5. Employees will receive compensation for attending schools or seminars if and when such attendance is required by the City, State, or Federal regulations. Employees shall receive written notification no less than seven days prior to attendance unless such notice is not possible.

SECTION 6. Mileage reimbursement per this Article shall be not less than that which is permitted by the Internal Revenue Service.

ARTICLE 18 OUT-OF-TOWN WORK ASSIGNMENT

SECTION 1. A bargaining unit employee given an out-of-town assignment shall receive his regular rate of pay at his appropriate hourly rate from the time the out-of-town assignment is started until it is completed, to a maximum of twelve hours per day.

SECTION 2. The employee shall be reimbursed for verified reasonable and/or actual expenses, plus mileage reimbursement equal to that which is permitted by the Internal Revenue Service, where a personal vehicle is used and where the employee has to use his or her own money. The Employer shall have the right to reschedule employees in order to meet such out-of-town assignments.

ARTICLE 19 LEGAL COUNSEL/INDEMNIFICATION

SECTION 1. LEGAL COUNSEL. The Employer agrees to provide an employee proper legal counsel for the defense of any suit filed against an employee as a result of the employee's actions taken within the course and scope of the employee's employment, whenever counsel is not otherwise selected by the employee, provided the employee fully and completely cooperates with the City in the defense of the legal matter.

A. This section shall not be construed as to obligate the Employer to provide counsel:

1. If the employee initiates legal action against the city or a fellow employee;
2. If the suit is instituted by or in the favor of the Employer, or;
3. For the appeal of a conviction for a criminal action or other judicial finding of willful actions of the employee.

SECTION 2. CIVIL INDEMNIFICATION. The parties agree that, except for civil actions instituted by or in favor of the State of Ohio or the City of Bellevue or civil actions resulting from the criminal actions of the employee, if any bargaining unit employee has any judgment held against him or her by suits or otherwise, said employee shall be held harmless by the Employer if the employee at the time of the event giving rise to the suit or action, was acting within the scope of proper employment unless the employee acted with malicious purpose, in bad faith, or in a willful, wanton, or reckless manner.

ARTICLE 20 SICK LEAVE PROCEDURE

SECTION 1. Crediting of Sick Leave

- A. Each employee shall be credited sick leave of 5.5 hours for each eighty hours of active pay status to a maximum of 168 hours per year. Provided, however, where an employee has 240 or more hours banked, the 168 hours set forth herein shall vest to the employee on January 1 of each year.
- B. Employees previously earned sick leave shall be banked and used at one hundred percent.
- C. Employees will be paid at one hundred percent of their appropriate hourly rate for Section 1(A) sick leave.

SECTION 2. SICK LEAVE TRANSFERS FROM OTHER PUBLIC EMPLOYERS. An employee who transfers from a public agency to the City of Bellevue or who has prior service with a public agency, as defined in Section 124.38, Ohio Revised Code shall retain credit for any sick leave earned in accordance with that section so long as s/he is employed by the City of Bellevue, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his reemployment with the City of Bellevue, provided that such reemployment takes place within ten years of the date on which the employee was last terminated from public service.

SECTION 3. CHARGE OF SICK LEAVE. Sick leave shall be charged in minimum units of one hour. An employee shall be charged for sick leave, on an hour-for-hour basis, only for days, which s/he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work-week earnings.

SECTION 4. USES OF SICK LEAVE

- A. Sick leave shall be granted to an employee upon approval of the Safety-Service Director for the following reasons:

1. Illness or injury of the employee, or a member of his or her immediate family wherein the employee's presence is required.
2. To attend a funeral or make funeral arrangements as provided for in the appropriate section of this agreement, where the employee has already used bereavement leave.
3. Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family which requires the employee and which cannot be scheduled during non-working hours.
4. If a member of the immediate family is afflicted by a contagious disease or requires the care and attendance of the employee or when through exposure to contagious disease the presence of the employee at his or her job would jeopardize the health of others.
5. Pregnancy or childbirth and other conditions related thereto. Use of paid sick leave hereunder shall not limit or impair the employee's rights to unpaid leave as provided under Article 8, Section 2.
6. Assistance to spouse where required for maternity purposes.

B. Definition of immediate family: employee's spouse, children, grandchildren, parents, brothers, sisters, son-in-law, daughter-in-law and such other person as may be a dependent member of the employee's household (loco parentis).

SECTION 5. EVIDENCE REQUIRED FOR SICK LEAVE. The Employer shall require an employee to furnish a standard written signed statement upon their return to work to justify and explain the nature of the illness or other use of sick leave. Falsification of either a written signed statement or of a physician's certificate shall be grounds for disciplinary action including dismissal.

SECTION 6. NOTIFICATION OF EMPLOYER. When an employee is unable to report for work, s/he shall notify his or her immediate supervisor or other designated person prior to the time s/he is scheduled to report to work on each day of absence.

SECTION 7. ABUSE OF SICK LEAVE. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

SECTION 8. Employees with an illness or disability which exceeds two (2) consecutive twenty-four (24) hour shift or three (3) consecutive eight (8) hour shift shall be required to furnish a statement from his or her physician to the Employer. Employees returning to work after an injury, illness, or operation attended by a physician, shall have a doctor's written permission before returning to work.

SECTION 9. PHYSICIAN EXAMINATION. The employer may require an employee to take an examination conducted by a licensed physician to determine his or her physical capability to perform

the duties of his or her position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall, be paid by the Employer. The Employer shall only require said physical due to actions of the employee or his or her inability to perform his or her duties. The Employer shall not be unjust in enforcing and applying this section.

SECTION 10. SICK LEAVE CONVERSION

- A. Employees having a sick leave bank of at least four hundred (400) hours may elect in writing, no more than three (3) times each year, to convert Section 1(A) sick leave to cash to be paid at ninety percent (90%)(sixty percent (60%)for all employees hired on or after 4/1/05.) Payment shall be made in one lump sum no later than thirty (30) days after the employee submits a written request for such payment. Provided however, that the City shall not be required to pay conversion between November 1, and December 31 in any calendar year. If an employee does not certify an election option, all unused sick leave shall be automatically banked. This conversion shall be at ninety percent (90%) of the employees appropriate hourly rate (sixty percent (60%) for all employees hired on or after 4/1/05) and provided the employee's bank of unused sick leave hours does not fall below two hundred and forty (240) hours as a result of such conversion.
- B. An employee paid directly by the Employer at the time of his or her termination or resignation, separating him or her from active service with the City of Bellevue shall be entitled to receive pay for accrued; but unused sick leave, provided the employee has completed five (5) years of service with the Employer. Upon a cessation of employment, other than for disciplinary reasons, the employee shall receive ninety percent (90%) of his accumulated and unused sick leave. For employees hired on or after 4-1-05 such conversion shall be at sixty percent (60%). Upon death or retirement, the employee or his estate shall be entitled to receive one hundred percent (100%) of the employee's accumulated and unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. In order to be converted pursuant to this Section, the sick leave must have been accrued during the term of employment with the Employer.

SECTION 11. If in the event an employee is injured or disabled and has applied for workers compensation benefits, said employee shall be paid his normal salary for up to six months for any such injury or disability. The employee shall fill out the proper forms for utilization of O.R.C. 4123. Upon receipt of direct hourly compensation said hourly compensation shall be signed over to the Employer for such period. City-provided health care benefits shall continue to a maximum of one year, so long as the employee is deemed unable to work due to an injury covered by worker's compensation. The employee shall not lose any other benefits of the collective bargaining agreement. The employee shall return as soon as possible.

ARTICLE 21 WORKING OUT OF CLASSIFICATION

SECTION 1. In the absence of the Fire Chief, the Safety Service Director shall determine the need to appoint an Acting Fire Chief. If an Acting Chief is appointed he/she shall be from the next lower

rank and said Acting Fire Chief shall be paid an additional \$1.75 per hour for the working hours they are so designated.

SECTION 2. Appointment as Acting Fire Chief shall not serve to remove the employee from the regular shift rotation and/or to deprive the employee of the right to overtime.

**ARTICLE 22
VACATION**

SECTION 1. All employees shall receive vacation leave, with pay, in accordance with the following schedule:

- A. New Employees hired 1/1 thru 6/30 - 4 Days the following 1/1
- B. New Employees hired 7/1 thru 12/31 - 2 Days the following 1/1

SECTION 2. Unless otherwise set forth above, beginning 1/1 the calendar year after the date of hire, Employee's shall accrue vacation on the following vacation year formula:

- A. Beginning on the 1st 1/1 thru the 3rd 6 days on 1/1
- B. Beginning on the 4th 1/1 thru the 7th 7 days on 1/1
- C. Beginning on the 8th 1/1 thru the 10th 8 days on 1/1
- D. Beginning on the 11th 1/1 thru the 14th 10 days on 1/1
- E. Beginning on the 15th 1/1 thru the 17th 12 days on 1/1
- F. Beginning on the 18th 1/1 thru the 22nd 13 days on 1/1
- G. Beginning on the 23rd 1/1 14 days on 1/1
- H. Plus, twelve (12) hours, for each vacation year over twenty-three years on each 1/1 thereafter.

SECTION 3. After the first year, vacation leave with pay will be accrued from January to January. Vacation year is defined as any year or part year beginning January 1 and ending December 31.

SECTION 4. Employees may elect to work their vacation and receive vacation pay along with their regular pay.

SECTION 5. Vacation requests submitted by March 1st of each year shall be filled with the most senior employee having first choice. In cases of conflicts, vacation requests made after March 1st shall be filled on a first come-first serve basis. Request for vacation must be submitted 120 hours prior to the start of the requested vacation, unless, a shorter duration is approved by the employer for emergency reasons.

SECTION 6. An employee may receive pay for the vacation time at the pay period prior to the vacation upon giving sufficient notification to the City Auditor's office.

SECTION 7. In the event, for whatever reason, an employee does not use his/her vacation time off with pay, they shall be permitted to either carry over their vacation or to receive pay for said vacation at their appropriate hourly rate, pursuant to Section 2 above. The limit hereto is two times the employee's annual accumulation of vacation.

SECTION 8. Vacation may be used in one (1) hour increments upon notification to the Employer.

SECTION 9. Vacation scheduling shall include every day of the year with the exception of December 24 and December 25, based in the seniority standing of the employees.

ARTICLE 23 HOLIDAYS

SECTION 1. Full-time employees in the bargaining unit shall be entitled to the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Second Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	As designated by the President
Thanksgiving Day	Last Thursday in November
Day after Thanksgiving	Last Friday in November
Christmas Eve	December 24
Christmas Day	December 25
Two Personal Days	

Holidays shall run from 7:00 a.m., the day of the holiday, until 7:00 a.m. the following day.

SECTION 2. Employees on all approved paid leaves or Bureau of Workers Compensation leave shall receive holiday pay, at the respective rates of pay, for any and all holidays occurring during said periods.

SECTION 3. Employees not scheduled to work a holiday shall earn and receive holiday pay of 12 hours at straight time based on that employee's appropriate hourly rate.

SECTION 4. Employees scheduled to work on a holiday shall be paid an additional pay of 3/4 times their appropriate hourly rate of pay for all hours working on that holiday.

SECTION 5. Employees not scheduled to work a holiday and who are called in to cover a shift shall be paid two and one-half times their appropriate hourly rate of pay for all hours worked on the holiday.

SECTION 6. Any employee not regularly scheduled to work on a holiday or who is on vacation but is called in and works emergency overtime shall be paid for a minimum call out of 6 hours at the appropriate hourly rate of pay.

SECTION 7. The personal leave days (24 hours each), as outlined herein, may be taken at anytime during the calendar year after one year continuous service with the City. Employees shall give one day's notice, except in the case of emergencies, and shall schedule the time off with their Department Head regarding the personal leave day. Personal leave days may be taken in increments of 12 or 24 hours. Personal leave days must be taken in the calendar year in which they are earned. Any personal leave days not used will be paid at the appropriate hourly rate in the first period of the following year.

ARTICLE 24 LONGEVITY

SECTION 1. All employees shall receive longevity pay as follows:

<u>Years Service</u>	<u>Cents Per Hour</u>
A. Beginning on their 3rd anniversary date	.30
B. Beginning on their 7th year	.40
C. Beginning on their 14th year	.50
D. Beginning on their 20th year	.60
E. Beginning on their 25th year	.70

SECTION 2. Longevity payment shall be made in cents per hour as reflected above.

SECTION 3. The employee's length of service as of their annual anniversary date each year shall be used to determine the amount of longevity pay s/he is entitled to receive.

SECTION 4. Employees hired into the Bargaining Unit after November 30, 2012, shall not be entitled to Longevity Payments.

ARTICLE 25 PAY CHECK/PAY STUB

SECTION 1. Employees shall be paid every two (2) weeks, on Friday. Direct deposit shall be mandatory for all employees.

SECTION 2. The Employer shall provide the Union with examples of available alternative pay stubs and shall meet and confer with the Union regarding any change to the alternate pay stub. Should additional alternate pay stubs become available, the Union shall be provided examples.

SECTION 3. The stub used by the Employer will reflect all deductions, withholdings, accumulated vacation and sick leave.

SECTION 4. Employees shall have access to a copy of the payroll work sheet reflecting all their status of employment including comp time. The Fire Chief shall post copies within twenty-four hours for the previous pay period of and for each pay period.

SECTION 5. With the last paycheck provided to employees each June and December, the City Auditor shall also provide each employee with a legible typed listing of the current balances of the following accrued benefits, as of the last day of the month immediately preceding such listings:

- A. Personal days
- B. Compensatory time
- C. Sick leave bank
- D. Vacation leave

ARTICLE 26 HEALTH AND WELFARE PLAN

SECTION 1. The Employer agrees to provide the AFSCME Care Plan for the life of this agreement as follows:

- | | |
|-------------------------|---------|
| A. Life Insurance + ADD | \$ 7.50 |
| B. Hearing Aid Benefit | \$.50 |
| C. Dental Level III | \$56.00 |

SECTION 2. The cost of this Plan shall be borne by the Employer, which shall be sixty-four dollars (\$64.00) per employee per month for the life of this contract.

ARTICLE 27 HOSPITALIZATION *w.e. llwess*

SECTION 1. The Employer agrees to provide the family hospitalization/major medical insurance at the level of benefits reflected in Appendix A hereto.

SECTION 2. The Employer may have the ability to purchase this plan from another company or to seek self-funding provided the coverage is not reduced in level of benefits.

SECTION 3. Over the life of this Agreement, the parties shall continue to meet and attempt to establish cost-saving methods in the life of this Agreement.

SECTION 4. Health Insurance monthly premiums shall be paid on the following schedule:

- A. November 1st, 2012, through December 31st, 2015
- B. 10% paid by the Employee and 90% paid by the Employer
- C. Employee premium contributions shall not exceed \$175.00 per month.

SECTION 5.

<u>A. Network</u>	<u>Non-Network</u>
<u>Deductible</u>	<u>Deductible</u>
\$250.00 Single	\$ 500.00 Single
\$500.00 Family	\$1,000.00 Family
80% - 20% Coinsure	80% - 20% Coinsure
<u>Out of Pocket</u>	<u>Out of Pocket</u>
\$500.00 Single	\$2,000.00 Single
\$1,000.00 Family	\$4,000.00 Family

SECTION 6. Effective January 1, 2014:

<u>A. Network</u>	<u>Non-Network</u>
<u>Deductible</u>	<u>Deductible</u>
\$ 500.00 Single	\$1,000.00 Single
\$1,000.00 Family	\$2,000.00 Family
80% - 20% Coinsure	80% - 20% Coinsure
<u>Out of Pocket</u>	<u>Out of Pocket</u>
\$1,000.00 Single	\$3,000.00 Single
\$1,500.00 Family	\$6,000.00 Family

SECTION 7. PRESCRIPTION DRUG CARD

- A. Retail: \$15.00 Generic / \$25.00 Brand Name / \$50.00 Formulary
- B. Mail Order: \$30.00 Generic (3-month supply) / \$50.00 Brand Name / \$100.00 Formulary

SECTION 8. WELLNESS PROGRAM. The following are examples of screenings the Plan may adopt:

- A. Wellness Rewards
 - 1. Earn Up to \$250 Single or \$500 Family
- B. Each employee and spouse will need to complete a Personal Health Risk Assessment and Screenings to qualify.
- C. The employee will receive a credit on his/her deductible for each screening where the Target is reached. If no spouse is covered, the family reward will be based on the employee screening. Possible screenings:
 - 1. **Cholesterol**
 - Target = Cholesterol (LDL) under 130
 - Reward = \$50 Single or \$100 Family

According to the National Heart, Lung, and Blood Institute, your LDL cholesterol level is a better indicator of your risk for a heart attack and stroke than total cholesterol. LDL is sometimes referred to as “bad” cholesterol because elevated levels of LDL correlate with coronary heart disease.

2. ***Glucose***

Target = Glucose Under 110

Reward = \$50 Single or \$100 Family

This test is used to evaluate blood glucose levels. It may be used to diagnose or screen for diabetes and to monitor patients who have diabetes. Diabetes is a very common disease, affecting about 2% of the general population. Diabetes results from an insulin deficiency or insulin insensitivity.

3. ***Blood Pressure***

Target= Systolic between 100-140

Diastolic between 60-90

Reward = \$50 Single or \$100 Family

Blood Pressure is a measurement of the force applied to the walls of the arteries as the heart pumps blood through the body. The pressure is determined by the force and amount of blood pumped, and the size and flexibility of the arteries. Most people cannot sense if their blood pressure is high (hypertension) because there are usually no symptoms. High blood pressure increases the risk of heart failure, heart attack, stroke, and kidney failure. For people who have high blood pressure, this test is a way of monitoring the effectiveness of medications and dietary modifications.

4. ***Tobacco/Nicotine***

Target = None

Reward = \$50 Single or \$100 Family

Smokers and people who use tobacco products have an increased risk of lung cancer, lung disease, heart attack heart disease, hypertension, stroke, oral cancer, bladder cancer, pancreatic cancer, cervical cancer, pregnancy complications, low birth weight in babies, early menopause, lower estrogen level for women, and facial wrinkles.

5. ***Completion of Personal Health Risk Assessment***

Target = Complete the Assessment

Reward = \$50 Single or \$100 Family

The Personal Risk Assessment is designed to provide information regarding your overall health status and risk factors.

D. Earn back Rewards for Screenings where the Targets were missed:

1. Each individual can earn back the lost Rewards by working with the BAC nurses. Measurable goals will be developed for each participant to help the individual work toward hitting the Target(s).

- a. Procedure to Obtain Credits

- (i) Go to Huron County Health Department for Wellness Tests. Both you and your spouse will need to go Huron County Health Department and have a simple blood test. You must "fast" for at least 9-12 hours prior to the test. This means no food or drink, except water. The following tests may be done:
- Total Cholesterol (TC)
 - "Good" Cholesterol (HDL)
 - Triglycerides Level (TRG)
 - "Bad" Cholesterol (LDL)
 - Glucose (GLU)
 - Height
 - Weight
 - Waist Girth
 - Blood Pressure
- (ii) Huron County Health Dept will provide the results to BAC. BAC will enter these results into the Personal Health Risk Assessment

SECTION 8. Employees who have another insurance option open to them may opt out of the City's insurance plan. Prior to opting out of the plan, employees must furnish proof of coverage. Employees who opt out shall be paid an amount equivalent to the current employees' monthly health care premiums for each month they opt out of the City's insurance plan. Employees who have opted out of the City's insurance plan and later wish to enroll in the plan may do so during the open enrollment period or after any event that qualifies as life changing.

SECTION 9. SPOUSAL ELIGIBILITY. The spouse of an employee is eligible for Comprehensive Major Medical Expense coverage under this Plan only if he or she enrolls for coverage under any other group health coverage available to the spouse as a full-time employee at his/her own place of employment. Therefore, if other group health coverage is available to the spouse through his or her employer, then he or she must enroll in such other coverage as a primary to be eligible to enroll for Secondary coverage under this Plan. The employee must provide documented evidence of any denial of other coverage that would make the spouse eligible for coverage under this plan.

- A. The above spousal coverage requirement does not apply to: (1) a spouse not working full-time; (2) a spouse whose employer does not offer medical coverage; or (3) a spouse whose employer requires a contribution of more than 30% of the cost/premium for the least costly benefit plan available.

ARTICLE 28 UNIFORMS/ALLOWANCES

SECTION 1. Employees shall receive annually a uniform allowance of \$800.00. It is agreed that a Class "A" uniform, as well as standardization of existing uniforms, shall become part of the Fire Department dress code. This sum shall include payment for linens required by the employee.

SECTION 2. New employees shall, upon reporting for work, be granted an initial uniform allowance of \$400.00, representing the first year uniform allowance. New employees quitting prior

to April 1 shall have the full amount of such initial allowance deducted from their final pay. Provided, however, that if a newly hired employee quits and his final pay does not cover the amount he owes to the City the employee shall pay the balance still due to the City. The employer agrees to provide each new employee with one uniform badge at the employer's expense.

SECTION 3. Employees receiving a uniform allowance shall present themselves for duty in accordance with the proper dress code as established by the employer. Any employee commencing their shift not in proper uniform may be sent home without pay until such time as s/he presents himself/herself in proper attire.

SECTION 4. In addition to the above uniform allowance which is to be used for normal wear and tear and replacement, the Employer shall replace at no cost to the employee, any uniform or piece thereof which is damaged or destroyed in the line of duty or scope of employment unless such loss or damage is caused due to the negligence of the employee. Any such incident shall be reported to the Fire Chief who shall take appropriate steps to replace the uniform or piece.

SECTION 5. The Employer shall continue to provide at no cost to the employee the necessary and appropriate turn out gear of helmet and shield, coat, bunker pants, suspenders, gloves, flood lights, and boots as needed. Any articles lost or damaged through negligence of the employee shall be replaced at the employee's expense.

SECTION 6. In the event of a uniform change, the Parties agree to negotiate over the impact of the cost of the new uniforms.

ARTICLE 29 FAIR SHARE FEE

SECTION 1. All employees in the bargaining unit who, sixty days from date of hire, or employees in the bargaining unit who are not members of the Union by 1-1-89 shall pay a fair share fee to the union as a condition of employment. The fair share fee amount shall be certified to the Employer by the Union.

SECTION 2. The deductions of the fair share fee by the Employer from the payroll checks of the employees shall be automatic and does not require a written authorization of the employee.

SECTION 3. Payments to the Union of the fair share fee shall be made in accordance with the regular deductions of union dues herein.

SECTION 4. This fair share fee agreement between the Employer and the Union does not require any member to become a member of the union nor shall the fair share fee exceed the regular Union dues paid by members of the Union. An internal rebate procedure by the Union and payment by employees holding religious conscientious objections shall be governed by O.R.C. 4117.09(c).

SECTION 5. The Union shall hold the Employer harmless as a result of Section 1 herein being implemented.

**ARTICLE 30
HEALTH AND SAFETY**

SECTION 1. The Employer agrees to maintain safe working facilities, vehicles, tools, and equipment. The Union agrees to cooperate with the Employer in maintaining safe working facilities, vehicles, tools, and equipment.

SECTION 2. The Employer shall maintain suitable first-aid equipment at appropriate locations.

SECTION 3. Complaints regarding alleged unsafe equipment and or conditions should be reported by the employee to the Fire Chief. If the unsafe equipment or condition is not corrected, the matter may be discussed at the labor-management meeting and/or the employee may process a complaint through the grievance procedure.

SECTION 4. In the event a piece of equipment is considered unsafe to operate, the employee shall immediately notify the Fire Chief. The Fire Chief shall examine the piece of equipment and, if s/he determines it to be unsafe for operation, place a red tag on the equipment. Employees shall not be required to operate unsafe equipment, which has been red tagged by the Fire Chief. Any employee refusing to operate equipment, which has not been red tagged by the Fire Chief, shall be sent home without pay during the hours the equipment is being operated.

SECTION 5. The Employer agrees to conform to all applicable required State and Federal regulations of the Occupational Safety and Health Act.

SECTION 6. An employee injured in the course of his or her employment with the City of Bellevue shall complete the appropriate injury report and have the option of utilizing his or her accumulated but unused sick leave during the period of disability, or taking an unpaid disability leave and applying for a temporary disability settlement through the Bureau of Workers Compensation. If the employee is permanently disabled and cannot return to work, s/he may make application for disability retirement through the appropriate retirement plan and apply for a permanent disability settlement through the Bureau of Workers Compensation.

SECTION 7. If requested the Employer will provide employees counseling job related stress. A committee shall be formed to review programs, policies, and procedure that could provide the employees with assistance in dealing with job related stress.

SECTION 8. The parties recognize the Transitional Work Program established through Comp. Management and the BWC in Policy number 3720 5202-0 and that the policy may be applied to injured workers. It is understood that there are two different shift positions in the Fire Department; some individuals may be on a 40 hour work week, eight (8) hour shift and other individuals may be on a fifty-three (53) hour work week, a twenty-four (24) hour shift.

**ARTICLE 31
NO SUBCONTRACTING OUT**

SECTION 1. The Employer agrees that it shall not subcontract any work being performed by the bargaining unit as of the date of the Agreement, if such subcontracting directly results in layoffs of permanent full-time bargaining unit employees or results in shrinking of the work force.

**ARTICLE 32
CLEAN-UP TIME**

SECTION 1. The Employer agrees to purchase and maintain sufficient cleaning supplies and materials for the purpose of cleaning tools, equipment, and employees (such as hand cleaners).

**ARTICLE 33
OVERTIME OPPORTUNITIES/HOURS OF WORK**

SECTION 1. ROTATION OF OVERTIME OPPORTUNITY

- A. When the Employer determines overtime is necessary the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer will post and maintain overtime rosters, which shall be made available to the Union Steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facilities and will include list of overtime hours worked, refused, negative contact and total overtime hours offered. The employees who on the roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work assigned shall be called first.
- B. Employees on sick leave are not eligible for overtime during the period of their illness. Upon return from sick leave, the employee shall have his name replaced on the overtime rotation list in the same order previously held.
- C. Employees on vacation shall be removed from the overtime rotation list on each day of vacation provided, however, that an employee may, prior to leaving on vacation inform the Department Head, in writing, of his/her desire to remain on the overtime roster.
- D. An employee who is offered and who refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. Where the employer made the appropriate effort to contact an employee without success the employee shall be credited on the roster with the amount of overtime missed provided the employee is not on vacation, personal leave, funeral leave, sick leave or injury leave.

SECTION 2. CALL-BACK

- A. A minimum of two hours pay at one-and-one-half (1½) times the appropriate hourly rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day he/she is not scheduled to work. The two-hour minimum shall not be construed as guaranteeing two hours pay to an employee staying over at the end of a shift for less than two hours.
- B. In the event the employee is requested by the Employer to attend any meeting, whether training or otherwise, he/she shall be compensated at one and one half (1 ½) times the appropriate hourly rate, unless the employee is working his/her regularly scheduled hours.

SECTION 3. WORK DAY/WEEK

- A. Fifty three (53) hours per week averaged over a four (4) week period shall constitute the standard work week for all full time employees.
- B. The standard work-day shall be twenty four hours.
- C. Employees shall be entitled to reasonable paid lunch breaks.
- D. Overtime shall be paid for all regularly scheduled hours worked over two hundred and twelve (212) hours in a twenty eight (28) day pay cycle.
- E. Overtime shall be paid in increments of one-quarter hour and in accordance with this Agreement and applicable law.
- F. The parties will meet upon request of either party to discuss the appropriate work hours and work shifts in the department.

SECTION 4. Any off-duty employee required by the Employer to appear in court on matters directly pertaining to and/or arising out of his/her employment with the City, including appearance at pretrial conferences shall be compensated for all such time at one and one-half times the employee's appropriate hourly rate of pay.

SECTION 5. Off-duty Fire Personnel are authorized to respond to any and all incidents occurring during their off-duty time. Except as provided by Article 23, Section 6, off duty Fire Personnel, responding to such incidents shall be paid a minimum call-out of three (3) hours at one and one-half (1 ½) the employee's appropriate hourly rate of pay. Fire Personnel responding to a call within three (3) hours of the start of their scheduled shift shall be paid the three (3) hours at one and one-half (1 ½) the appropriate rate of pay separate and apart from their intervening shift; provided; those Fire Personnel are on station within ten (10) minutes of the initial call.

SECTION 6. Hours in active pay status such as vacation, compensatory time, ~~or~~ sick leave, or bereavement time shall be computed in accordance with applicable law and this contract.

SECTION 7. An employee shall not be charged for refusing to work a second consecutive overtime shift.

**ARTICLE 34
FIRE PROMOTIONS**

SECTION 1. Only entry-level positions may be filled by persons outside the bargaining unit. All other positions above entry level must be filled by internal promotions pursuant to applicable sections of the Ohio Revised Code and this contract.

SECTION 2. All promotions within the department shall be in accordance with applicable sections of the Ohio Revised Code. An employee promoted to Fire Chief and who is subsequently reduced in rank pursuant to Section 124.49 O.R.C. or who voluntarily requests to return to his former position within the time limit set forth in the same section shall retain all seniority accrued as of the date the promotion became effective.

**ARTICLE 35
NEW SPECIFICATIONS**

SECTION 1. When a present job within the bargaining unit is changed within the bargaining unit, or when permanent or substantial changes in an existing job content occurs, the Employer shall meet and give all material, specifications, and reason thereto for said change and shall negotiate with the Union the proper pay assigned to said new jobs. In the event there is a dispute on said pay assignments, the Union may grieve the same. The Employer shall furnish all requested material regarding this Article.

**ARTICLE 36
TIME RECORDING DEVICES**

SECTION 1. The Employer shall maintain time recording devices for the life of this Agreement and shall establish uniform rules and regulations regarding time recording devices.

**ARTICLE 37
APPLICATION AND INTERPRETATION OF
WORK RULES, POLICIES, AND DIRECTIVES**

SECTION 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority to regulate the personal conduct of employees while at work and the conduct of the Employer's services and programs.

SECTION 2. The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice in advance of the conduct expected them by the Employer and their fellow workers. The parties further understand that it is in the interest of the Employer to protect the rights and well being of all employees while not unduly restricting the generally accepted

individual rights of employees. Therefore, the Employer will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs.

SECTION 3. The Employer agrees that to the extent that work rules are reduced to writing, every member shall have access to them. Copies of newly established work rules or amendments to existing work rules will be furnished not less than five working days prior to the effective date of such rules or amendments. Should any work rules conflict with any law, state or federal regulations, or with the specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

SECTION 4. It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees in the bargaining unit. Employees may challenge the reasonableness and uniformity of their application through the grievance procedure.

SECTION 5. In addition to work rules it is understood that the Employer has statutory authority to promulgate policies, procedures and directives to regulate the conduct of the Employer's business. Such matters, if reduced to writing, shall be made available to the Union.

SECTION 6. New employees in the bargaining unit shall be supplied with a copy of this agreement upon reporting for work.

ARTICLE 38 MISCELLANEOUS

SECTION 1. Employees shall be allowed by mutual agreement to trade days off or shifts with other employees providing that such trade shall not create any additional cost to the Employer. The Employer shall not unreasonable deny but the employee must give advance notice to the supervisor to trade days off. New employees shall not be permitted to trade days/shifts until they have completed the 240 training requirements and are working a shift. The Chief of the department or his designee shall have final approval of the shift exchange. The shift exchange shall not violate the rules set forth by the FLSA and shall not cause an employee to be paid overtime. The days to be traded must occur within the same 28 day pay cycle.

SECTION 2. The Employer agrees to pay for all approved long distance telephone calls that the employees are required to make in the performance of their job duties.

SECTION 3. The City agrees to meet within thirty days after signing of this agreement on all outstanding unresolved grievances for the purpose of settling the same, if possible.

SECTION 4. In the event an employee is on sick leave and regains his or her health s/he may return to work. Upon return of the employee from sick leave, any employee working overtime to provide coverage may be released.

SECTION 5. The Employer shall provide for annual physicals for employees. The physical, shall be performed, by a physician of the Employer's choice. All expenses shall be borne by the Employer.

SECTION 6. The certified training officer shall be paid a premium of \$0.25, which shall be added to his appropriate hourly rate of pay.

SECTION 7. This additional pay shall be considered as compensation for class and material preparation, and other time spent preparing for or following a training session. The certified training officer shall be paid for actual training sessions conducted by said officer at the appropriate hourly rate. There shall not be more than one person paid the training officer premium.

SECTION 8. Employees with an Arson Investigator certification shall be paid a premium of \$0.25 per hour, which shall be added to his appropriate hourly rate of pay, during such times as the Chief shall designate that the employee is acting as an Arson Investigator. There shall not be more than one employee within the bargaining unit paid the Arson Investigator premium at a time.

SECTION 9. The normal daily routine will include thirty (30) minutes of exercise appropriate for physical strength training and cardiovascular benefit. Prior to the start of this requirement however each employee will have a physical with special attention to exercise appropriate for each employee, and, if requested, training in proper exercise techniques being provided by appropriately qualified instructors.

ARTICLE 39 SEVERABILITY/CONFORMITY TO LAW

SECTION 1. Should any article, section, or portion of this agreement be held unlawful or unenforceable, as a result of any law, court decision, or tribunal determination, that article section, and/or portion thereof shall have no further force and effect. Such decisions shall apply only to the specific article, section, or portion thereof directly specified or affected by the decision. The parties agree to meet within thirty days for the purpose of negotiating a lawful alternative portion, section, or article.

SECTION 2. The parties recognize that this Agreement shall be subject to all State and federal laws and regulations as well as the Constitution of the State of Ohio and the United States of America.

SECTION 3. The recognition of O.R.C. 4117 shall not supersede the provisions of this agreement.

**ARTICLE 40
NO STRIKE/NO LOCKOUT**

SECTION 1. Inasmuch as this Agreement provides a mechanism for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provided uninterrupted services to the citizens of Bellevue; the Employer and Local 2571 recognize the language and applicability of the dispute resolution provisions of O.R.C. 4117.

**ARTICLE 41
WAGES**

SECTION 1. Effective November 1, 2012, employees in the Bargaining Unit shall be paid in accordance with the following schedule. As used in the schedule, Step 1, Step 2, Step 3, Step 4, and Step 5, shall refer to the number of years total accumulated seniority of the employee and not to length of service in classification.

Step increases (3%) shall be awarded on November 1, 2012:

		<u>Hourly</u>	<u>Bi-weekly</u>
Lieutenant	Step 1	\$15.33	\$1716.96
Lieutenant	Step 2	\$15.57	\$1,743.84
Lieutenant	Step 3	\$15.87	\$1,777.44
Lieutenant	Step 4	\$16.52	\$1,850.24
Lieutenant	Step 5	\$17.25	\$1,932.00
Firefighter	Step 1	\$14.51	\$1,625.12
Firefighter	Step 2	\$15.08	\$1,688.96
Firefighter	Step 3	\$15.37	\$1,721.44
Firefighter	Step 4	\$16.02	\$1,794.24
Firefighter	Step 5	\$16.72	\$1,872.64

SECTION 2. Effective the first day of the first pay period in 2014, employees in the Bargaining Unit shall be paid in accordance with the following schedule. As used in the schedule, Step 1, Step 2, Step 3, Step 4, and Step 5 shall refer to the number of years total accumulated seniority of the employee and not to length of service in classification.

Step increases (2%) shall be effective the first day of the first pay period in 2014:

		<u>Hourly</u>	<u>Bi-weekly</u>
Lieutenant	Step 1	\$15.64	\$1,751.68
Lieutenant	Step 2	\$15.88	\$1,778.56
Lieutenant	Step 3	\$16.19	\$1,813.28
Lieutenant	Step 4	\$16.85	\$1,887.20
Lieutenant	Step 5	\$17.60	\$1,971.20

Firefighter	Step 1	\$14.80	\$1,657.60
Firefighter	Step 2	\$15.38	\$1,722.56
Firefighter	Step 3	\$15.68	\$1,756.16
Firefighter	Step 4	\$16.34	\$1,830.08
Firefighter	Step 5	\$17.05	\$1,909.60

SECTION 3. Effective the first day of the first pay period in 2015, employees in the Bargaining Unit shall be paid in accordance with the following schedule. As used in the schedule, Step 1, Step 2, Step 3, Step 4, and Step 5, shall refer to the number of years total accumulated seniority of the employee and not to length of service in classification.

Step increases (1%) shall be effective the first day of the first pay period in 2015:

		<u>Hourly</u>	<u>Bi-weekly</u>
Lieutenant	Step 1	\$15.80	\$1,769.60
Lieutenant	Step 2	\$16.04	\$1,796.48
Lieutenant	Step 3	\$16.35	\$1,831.20
Lieutenant	Step 4	\$17.02	\$1,906.24
Lieutenant	Step 5	\$17.78	\$1,991.36
Firefighter	Step 1	\$14.95	\$1,674.40
Firefighter	Step 2	\$15.53	\$1,739.36
Firefighter	Step 3	\$15.84	\$1,774.08
Firefighter	Step 4	\$16.50	\$1,884.00
Firefighter	Step 5	\$17.22	\$1,928.64

SECTION 4. The Employer shall pay, as a fringe benefit, the Individual Employee contribution to the Police and Firemen's Pension Fund. This payment shall be in addition to the Employer's Contribution required by law. Any employee hired after November 1st, 2009, shall pay, by means of payroll deduction, the required Individual Employee Contribution to the Police and Firemen's Pension Fund and OPERS, provided all new employees hired by the City of Bellevue are to the extent legally enforceable, required to do the same including all other Bargaining Units within the City of Bellevue.

Employees are prohibited from receiving these monies paid to them directly and said payments shall be to the P.F.P.F. only.

ARTICLE 42
40 Hour Shift

SECTION 1. WAGES. The employee working the forty (40) hour shift shall be paid pursuant to the following schedule, refer to effective date of 56 hours shift rate:

2013

	Step 1	Step 2	Step 3	Step 4	Step 5
LT	\$21.26	\$21.73	\$22.13	\$23.07	\$24.07
FF	\$20.25	\$21.04	\$21.43	\$22.37	\$23.32

2014

	Step 1	Step 2	Step 3	Step 4	Step 5
LT	\$21.69	\$22.17	\$22.57	\$23.53	\$24.55
FF	\$20.66	\$21.46	\$21.86	\$22.82	\$23.79

2015

	Step 1	Step 2	Step 3	Step 4	Step 5
LT	\$21.91	\$22.39	\$22.80	\$23.77	\$24.80
FF	\$20.87	\$21.67	\$22.08	\$23.05	\$24.03

SECTION 2. HOURS. The normal schedule for the employee working the forty (40) hour shift shall be Monday through Friday, with a set starting and ending time.

SECTION 3. OVERTIME

- A. Unless otherwise mutually agreed, all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week shall be compensated at one and one-half (1½) times the regular rate of pay.
- B. A minimum of two (2) hours pay, at the appropriate rate, shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day she/he is not scheduled to work. If the call goes beyond two (2) hours then the three (3) hour minimum applies.
- C. Where fifty-three (53) hour shift overtime. occurs concurrent with the regular schedule of the forty (40) hour shift, the fifty-three (53) hour shift overtime will be split into two (2) twelve hour opportunities with the first eight (8) hours as the forty (40) hour regular day, the next four (4) hours offered as an overtime extension of the forty (40) regular day and the second twelve (12) hours offered according to existing fifty-three (53) hour shift rotation. In the event the forty (40)

hour shift employee refuses the four (4) hour offer, the overtime will be offered as a sixteen (16) hour opportunity according to the existing fifty-three hour shift overtime rotation. In the event the forty (40) hour shift employee is not working that particular day (sick, vacation, personal day, etc.) the shift will be offered according to the existing fifty-three (53) hour shift overtime rotation, as two (2) twelve (12) hour opportunities. In the event the twelve (12) hours cannot be filled then, the full twenty-four (24) hours will be offered according to the existing fifty-three (53) hour rotation.

SECTION 4. CREDITING OF SICK LEAVE. The employee working the forty (40) hour shift shall be credited Sick Leave of 4.8 hours for each eighty (80) hours of active pay status, to a maximum of one hundred twenty (120) hours per year; provided, however, where an employee has one hundred eighty (180) or more hours banked, the one hundred twenty (120) hours set forth herein shall vest to the employee on January 1st, of each year.

SECTION 5. The employee working the forty (40) hour shift shall receive Vacation Leave, with pay, in accordance with the following schedule:

- A. New employees hired January 1 thru June 30 - 80 hours the following 1/1
- B. New employees hired July 1 thru December 31 - 4 hours the following 1/1
- C. After one (1) vacation year - 88 hours
- D. After seven (7) vacation years - 128 hours
- E. After fourteen (14) vacation years - 168 hours
- F. After twenty (20) vacation years - 208 hours
- G. After twenty-one (21) vacation years - One (1) additional day for each additional year
- H. For purposes of this Section, "vacation year" shall be defined as any year or part year beginning January 1st and ending December 31st.

SECTION 6. HOLIDAYS

A. The employee working the forty (40) hour shift shall be entitled to the following paid holidays:

New Year's Day	January 1 st
Martin Luther King Day	Third Monday in January
Presidents' Day	Second Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Veterans' Day	As designated by the President
Thanksgiving Day	Last Thursday in November
Day After Thanksgiving	Last Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th
Two (2) Personal Days	

Holidays, which fall on Saturday, shall be observed on Friday and Holidays which fall on Sunday shall be observed on Monday. By mutual agreement designated holiday may be floated to another day.

- B. Where the employee working the forty (40) hour shift is not scheduled to work a holiday, she/he shall be paid holiday pay of eight (8) hours at straight time.
- C. Where the employee working the forty (40) hour shift works on a holiday, she/he shall be paid one and one-half (1 ½) times their regular rate of pay, in addition to receiving the eight (8) hours of holiday pay.

SECTION 7. CONVERSION BETWEEN SHIFTS

- A. The forty (40) hour shift, when vacant, shall be treated as a vacancy and filled, pursuant to Article 11 of this Agreement. Under normal circumstances, the employee working the forty (40) hour shift shall not move to the fifty-three (53) hour shift, except to fill a vacancy pursuant to Article 11 or in the event of an extended absence by a fifty-three (53) hour shift employee.
- B. Converting from the forty (40) hour shift shall occur only upon advance notice of at least five (5) calendar days and the employee will not be rolled onto the fifty-three (53) hour shift without receiving their normal days off first; unless, a shorter time is mutually agreed between the Employer and the Union. Upon assuming the fifty-three (53) hour shift, the employee shall be paid at the appropriate Step of the fifty-three (53) hour rate.
- C. Vacation Leave shall be adjusted from eight (8) hours to twenty-four (24) hours by multiplying the Vacation Leave by one and one-half (1 ½) times.
- D. Vacation Leave shall be converted back to the forty (40) hour schedule by multiplying the hours accumulated times the appropriate factor, based on the vacation scale. The factor shall be determined by dividing the number of hours to be earned on the forty (40) hour scale by the number of hours to be earned on the fifty-three (53) hour scale.
- E. Personal Days shall be taken as a day-for-a-day, based on the schedule worked at the time the day is taken.

MISCELLANEOUS

- A. Forty (40) hour shift firefighters shall not be eligible to bid laterally to fifty-three (53) hour shift openings, however, a forty (40) hour shift firefighter is eligible to bid to a fifty-three (53) hour shift Lieutenant vacancy provided he is otherwise eligible.
- B. In the event this Section is silent on an issue, the balance of the Agreement shall govern. In the event the Agreement is silent, the Parties agree to meet and negotiate the issue.

**ARTICLE 43
E.M.T. STANDARD**

SECTION 1. Effective April 1, 2004, all full-time employees of the Bellevue Fire Department must be certified as a Basic Emergency Medical Technician.

SECTION 2. The City will incur all cost related to the completion of the certification one time only. These cost will include, tuition, course materials, travel expenses (if applicable) and time on duty.

SECTION 3. Newly hired employees shall complete the EMT certification as a condition of completing the original probation as detailed in Article 2 Section 9. In the event an annual step increase occurs before the certification is achieved the employee will not be eligible for the increase provided, however the step will be moved on the first pay period following certification.

SECTION 4. The employer shall pay all costs and provide time associated with maintaining certification. In addition the employer shall create a second training officer position specifically to coordinate EMT training. It is the intent of the parties this will be a separate employee from the existing Training Officer. In the event no employee other than the existing Training Officer desires to be the EMT Training Officer the Employer will ask for volunteers in order of seniority but force beginning with the least senior employee. The EMT Training Officer shall be afforded sufficient time and finances to provide twenty (20) hours of CES annually.

**ARTICLE 44
PART-TIME EMPLOYEES**

SECTION 1. Part-time employees shall not be hired to displace full-time positions.

SECTION 2. Any part-time employee who is utilized to cover a shift position shall be certified and qualified to cover that position.

SECTION 3. Part-time employees shall have the same level of training as do full-time firefighters.

**ARTICLE 45
PEOPLE**

SECTION 1. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

SECTION 2. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted.

SECTION 3. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P. O. Box 65334, Washington, DC 20035-5334. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

SECTION 4. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

SECTION 5. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside of the bargaining unit. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

**ARTICLE 46
DURATION**

SECTION 1. This Agreement shall be effective as of January 1, 2013, in force and effect until 12:00 midnight, December 31, 2015. The party desiring to negotiate, modify, or amend this Agreement shall give written notice no earlier than ninety calendar and not later than sixty calendar days prior to the expiration of this Agreement. The Parties shall commence negotiations within two (2) weeks of receipt of such notice.

SECTION 2. In the event either Party desires to terminate this Agreement, written notice must be given to the other Party no less than five (5) days prior to the desired termination date, which shall not be before the anniversary date set herein.

SECTION 3. The Parties may utilize the service of the Federal Mediation and Conciliation Service, U.S. Government; provided both Parties mutually agree. In the initial meeting between the Parties, the Parties shall establish bargaining guidelines for the conduct of negotiations.

In witness whereof, the Parties have executed this instrument at Bellevue, Ohio, this _____ day of _____.

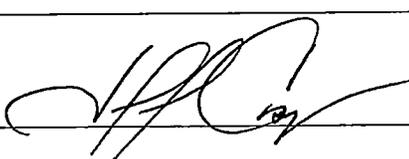
For the Union
AFSCME Local 2571





Date: 12.14.12

For the Employer
City of Bellevue



Date: 12.14.12

APPENDIX A

**MEMORANDUM OF UNDERSTANDING
CITY OF BELLEVUE
AFSCME LOCAL 2571
FIREFIGHTERS AND LIEUTENANTS**

At present, the scheduling of manpower by the city provides that fire fighters and fire lieutenants work the following schedule:

One day on
One day off
One day on
One day off
One day on
Four days off

All other overtime hours will be paid as worked unless the employee chooses to bank the hours as compensatory time pursuant to the contract.

All hours worked exceeding the regularly scheduled hours shall be paid at time and one half (1 ½).

1. When a fire fighter is scheduled to work 10 days or 240 hours in a 28 day pay cycle, he shall take a day off (Kelly day) in that pay cycle bringing his hours down to 216 hours. There will be four (4) hours of half time paid for this pay cycle to get the 212 hour FLSA maximum. Unless that person takes an additional day off in that pay period, then no half time will be paid.
2. When a fire fighter is scheduled to work nine (9) days or 216 hours in a 28 day pay cycle, he shall be paid 4 hours of half time. In the event that an employee takes vacation/personal time/sick time during the pay period, the hours of half time shall be reduced by the number of hours of vacation; up to the maximum of four (4) hours.
3. This schedule is in compliance with FLSA regulations.
4. All personal days, vacation days, comp time, and sick days, and bereavement leave are counted as active pay status.
5. When there are two fire fighters scheduled to work during a peak cycle, they shall each take a Kelly Day in that cycle. There will be no 24 hour overtime created on that shift since there will still be one man working a scheduled day while the other is off on a Kelly Day.
6. When a single fire fighter is scheduled to work a peak cycle, then a 24 hour overtime day will be created to cover the Kelly Day.

7. All Kelly Days taken for the year shall be scheduled during the first pay period of the year, by seniority.
8. Bi-weekly pay shall be calculated using the employee's appropriate hourly rate of pay times 2912 Hours then divided by 26 pays per year.

APPENDIX B

MEMORANDUM OF UNDERSTANDING REGARDING RECREATION DEPARTMENT MEMBERSHIPS

The Bellevue Recreation Department has agreed, in consideration of the long standing spirit of cooperation that has existed between the Fire Department and the Recreation Department and in consideration of the Recreation Department's desire to see this spirit of cooperation continued, to waive individual membership fees for Fire Department employees.

While the Employer will use its best efforts to assist in maintaining this spirit of cooperation, the Fire Department Employees acknowledge and agree that:

1. The Recreation Department is not a party to the contract between AFSCME Local 2571 and the City of Bellevue;
2. The policies of the Recreation Department are not subject to the control of the City Administration and/or Council; and
3. That this policy may be altered by the Recreation Board as circumstances change and as the Recreation Board feels is in the best interests of the Recreation Department.

ADDENDUM A

VACATION SCHEDULE

	<u>01/01/13</u>	<u>01/01/14</u>	<u>01/01/15</u>
(710) T. Schaffer	14.5 (348)	15 (360)	15.5 (372)
(720) B. Sears	13 (312)	13 (312)	13 (312)
(453) T. Maike	12 (288)	12 (288)	12 (288)

ADDENDUM B

LONGEVITY

T. Schaffer	7/16/13 .60	7/16/14 .60	7/16/15 .70
B. Sears	8/7/13 .50	8/7/14 .50	8/7/15 .60
T. Maike	5/6/13 .40	5/6/14 .40	5/6/15 .50