

RESOLUTION NO. R24-111

A RESOLUTION BY THE TROTWOOD CITY COUNCIL AUTHORIZING THE CITY MANAGER TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF TROTWOOD, OHIO, AND THE TROTWOOD PROFESSIONAL FIREFIGHTERS IAFF LOCAL 4024 FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027.

WHEREAS, the current Collective Bargaining Agreement between the City and the Trotwood Professional Firefighters IAFF Local 4024 expires December 31, 2024; and

WHEREAS, the City Manager and the Trotwood Professional Firefighters IAFF Local 4024 have engaged in negotiations and an agreement has been reached for a new three-year Collective Bargaining Agreement for the period of January 1, 2025 through December 31, 2027; and

WHEREAS, the City Manager and Human Resources Manager recommend City Council authorize the City Manager to sign, on behalf of the City, the new Collective Bargaining Agreement with the Trotwood Professional Firefighters IAFF Local 4024.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROTWOOD, STATE OF OHIO:

SECTION I: The Trotwood City Council hereby approves the terms as negotiated and the recommendation that these terms be accepted. Accordingly, City Council hereby authorizes the City Manager to sign, on behalf of the City, the Collective Bargaining Agreement attached hereto and incorporated herein by reference as Exhibit "A".

SECTION II: This Resolution shall take effect and be in full force from and after the date of its passage.

Passed this 2nd day of December, 2024.

TROTWOOD, OHIO 45426

3035 OLIVE ROAD

CITY OF TROTWOOD

ATTEST:


KARA B. LANDIS
CLERK OF COUNCIL

APPROVED:


YVETTE F. PAGE
MAYOR


TYNA R. BROWN
VICE-MAYOR

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify that the foregoing is a true and correct copy of Resolution No. **R24-111** adopted by the Trotwood City Council at a regular scheduled meeting held on the **2nd** day of **December, 2024**, and that I am duly authorized to execute this certificate.

Signed this _____ day of _____, _____.

KARA B. LANDIS
CLERK OF COUNCIL

CITY OF TROTWOOD
and
TROTWOOD PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 4024
COLLECTIVE BARGAINING AGREEMENT
(Fire and Rescue)

SERB No. 2021-MED-05-0769

January 1, 2025 to December 31, 2027

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THIS AGREEMENT WAS MADE AND ENTERED INTO by and between the City of Trotwood, Ohio hereinafter referred to as the "City" and the Trotwood Professional Firefighters, IAFF Local 4024, hereinafter referred to as the "Union."

ARTICLE 1
PURPOSE / COOPERATION

Section 1.1. The purpose of this Agreement is to establish the wages, hours, fringe benefits, terms and conditions of employment, and agreed-to-working conditions for all employees represented by the Union and to provide for the peaceful adjustment of differences which may arise.

ARTICLE 2
RECOGNITION

Section 2.1. As the result of the procedure established for recognizing employee organizations, and the certification issued by the State Employment Relations Board in Case No. 00-REP-03-0053 and as amended in Case No. 06-REP-03-0027, the City recognizes the Union as the certified employee organization and the exclusive negotiating spokesman of full-time employees in the Trotwood Fire Department in the following classifications:

Included: Firefighter/EMT; Firefighter/Paramedic; Lieutenant; Captain

Excluded: Fire Chief, Deputy Chief, Fire Marshall, Fire Prevention, Community Paramedicine and all Part-Time Staff

In the event that new full-time job categories are created in the Fire Department that would be deemed appropriate for inclusion into the bargaining unit under Ohio Rev. Code 4117 and regulations of the State Employment Relations Board, the parties shall meet to negotiate an appropriate wage rate for said position(s) if not already included in this Agreement and if the parties are not able to agree, the matter shall be referred to arbitration.

Section 2.2. No employee covered by the provisions of this Agreement shall be required, as a condition of employment, to acquire and/or maintain membership in the Union.

Section 2.3. The Union recognizes the City Council of the City as the elected representatives of the citizens of the City of Trotwood, and the City Manager as the appointed chief executive employee and chief negotiating spokesperson of the City of Trotwood, Ohio, consistent with the laws of the State of Ohio. In lieu of referring to a designee in this Agreement, the Union recognizes the right of the City Manager and Fire Chief to designate someone to act in their place when they are not available.

Section 2.4. The City and the Union recognize the requirement to provide uninterrupted services to the citizens of the City of Trotwood, Ohio and said services must be provided in the most efficient manner and at the least possible burden to the citizens of the City of Trotwood, Ohio.

Section 2.4.1. In the event a position is vacated the City will post the position as soon as it can. The City will attempt to fill position as soon as it can.

ARTICLE 3
GENDER AND PLURAL

Section 3.1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine, or neutral genders shall be construed to include all genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 4
NON-DISCRIMINATION

Section 4.1. There shall be no unlawful discrimination by the City or the Union against any employee on the basis of such employee's membership or non-membership in the Union. The provisions of this Agreement shall be applied equally to each employee in the bargaining unit without discrimination on the basis of sex, religion, ancestry, age, race, color, national origin, disability/handicap, military status, genetic information and union activity to the extent protected under applicable state and federal law. The Union shall share equally with the City the responsibility for applying this provision of the Agreement.

ARTICLE 5
MANAGEMENT TERMS AND RESPONSIBILITIES

Section 5.1. The City retains all rights except those that this Agreement specifically and expressly provides to the contrary. The management and direction of the affairs of the City are retained by the City. This includes, but is not limited to: The selection, transfer, assignment, promotion and layoff of fire and rescue personnel, the termination of probationary personnel; the termination for just cause of other personnel; the making, amending and enforcement of reasonable work rules and regulations, including the right to establish the workweek of employees; the securing of the revenues of the City, and exercise of all functions of government granted to the City by the State Constitution, the City Charter and the statutes of the State of Ohio, the determination from time to time as to what services the City shall perform; the establishment or continuation of policies, practices or procedures for the conduct of its affairs and, from time to time, the changing or abolition of such practices or procedures; the determination of the number of hours per day or week any operation may be carried on; the selection and determination of the number and types of personnel required; the establishment of training programs and upgrading requirements for employees; the establishment of and the changing of work schedules and shift assignments; the contracting for the performance of such work as the City determines advisable and the taking of such other measures as the City may determine to be necessary for the orderly and efficient operation of the City and the determination of the size and composition of the work force including the use of part-time personnel.

In the event that the Employer contemplates the subcontracting of work from the Fire Department to an outside third party that would result in the layoff of any employee covered by this Agreement, the Employer shall provide at least thirty (30) days prior written notice to the Union and meet with the Union upon request to examine alternatives to the proposed subcontracting and the effects upon the affected employee(s). Final decision as to the subcontracting shall remain with the Employer.

Section 5.2. The Employer has the right to establish reasonable work rules, policies and procedures to regulate employees in the performance of their job. To the extent any work rules, policies, and procedures and general orders have been or will become reduced to writing, each shall be posted at a conspicuous location at the Department. The Union shall be provided with a copy of the same. Except in cases of emergency or when waived by the Union the posting of the rule, policy or procedure shall occur at least seven (7) days prior to its effective date.

ARTICLE 6 **PROHIBITION OF STRIKES AND LOCKOUTS**

Section 6.1. Neither the Union nor any employee shall take part in, cause, or aid any strike, slowdown, picketing (so as to encourage employees not to work), or any interference with the operations of the City during the term of this Agreement. The Employer shall not lockout any employees during the term of this Agreement and the Union shall have all rights at law and equity to prevent such action. In addition to other rights and remedies prescribed by law, the City shall have the right to discipline employees violating this section, and no such discipline may be set aside unless the employee is found innocent of any violation of this section. This section shall not deny the Union's right to grieve on behalf of the disciplined non-probationary employees. However, nothing in this section shall preclude the City and Union from negotiating a settlement regarding any disciplinary action which was taken as a result of an employee(s) violation of this section, when it is determined by the City to be in the City's best interest to negotiate such a settlement.

Section 6.2. If there is an unauthorized strike, work stoppage, interruption or impeding of work, or other job actions by members of the bargaining unit designed to change the course of or influence the negotiation process, the Union together with its employees and agents shall publicly denounce said strike, work stoppage, interruption or impeding of work; disclaim approval, order those taking part in such strike, work stoppage, interruption or impeding of work to return to work immediately and instruct all interested employees of the City or other employers, that said strike is not authorized and that work shall be continued. Employees engaged in such activity as defined herein shall be subject to appropriate discipline.

ARTICLE 7 **DUES DEDUCTION**

Section 7.1. During the period this Agreement is in effect, the City will deduct the regular Union dues, initiation fees and general assessments from the wages of employees who individually and voluntarily authorize and direct such deduction in writing. Such deduction shall be made bi-weekly and shall be promptly forwarded to the Union using such methods as are mutually agreed upon, including direct deposit.

Section 7.2. No employee covered by the provisions of this Agreement shall be required as a condition of employment to pay to the Union, its representatives, agents, or assignees any sum of money for any purpose, including but not limited to dues, assessments or contributions.

Section 7.3. The City shall be relieved from making individual dues deduction payments to the Union when a member: (1) resigns or is separated from City employment; (2) is laid off from City employment; (3) provides written revocation of dues deduction authorization to both the City and the Union; (4) is on an unpaid leave of absence when the dues deduction would otherwise be due;

or (5) at any time when dues are otherwise due, fails to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues, provided that the member's dues shall thereafter be deducted in the first available pay period in which the member has sufficient wages to make the dues deduction in addition to all legally required deductions.

Section 7.4. Under current law and until modified by the courts, an employee who would otherwise qualify as a bargaining unit member may voluntarily pay a fair share payment. Each person who is (1) a bargaining unit member on the ratification date of this Agreement or who becomes a member during its term and (2) has completed sixty (60) days of employment shall maintain membership in the Union for the duration of the Agreement or, in lieu thereof, subject to current law, may pay a fair share fee by mandatory payroll deduction in accordance with the specification of Section 4117.09(C) of the Ohio Revised Code. Such fair share payments shall be deducted by the City from the earnings of such non-member employee(s) on a bi-weekly basis and paid to the Union in accordance with this article. The Secretary/Treasurer of the Union shall certify to the City the amount that constitutes said fair share which shall not exceed the dues and financial obligations uniformly required by members of the Union.

The Union may prescribe a rebate and challenge procedure, which complies with ORC Section 4117.09(C), federal law, and any judicial decisions.

Employees who do not join the Union may, but are not required to, pay a voluntary service fee to the Union in place of a membership fee (Dues). This agreement shall commence thirty (30) days following the signed agreement between the member and the local. This provision shall not require any employee to become a member of the Union, pay a fair share, nor shall the service fee exceed dues paid by members of the Union. The written authorization for such deduction of a service fee by the Employer from the payroll check of the employee and its payment shall be provided to the City by the parties entering into the Agreement.

Section 7.5. Except as provided in sections herein Article 7, the Union agrees that the City assumes no obligation, financial or otherwise, arising out of the provisions of the Agreement regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the City and its agents harmless from any claims, actions or proceedings including the defense thereof, by any employee arising from deductions made by the City pursuant to this article. If requested, the Union shall provide its legal counsel at no cost to the City and/or its agents to defend the City and/or its agents in any claim, action, or proceeding. Once the funds are remitted to the Union each month by the City, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.6. Grievance: A bargaining unit member shall not utilize the grievance procedure as set forth in Article 10 of this Agreement to challenge the deduction of the fair share fees.

ARTICLE 8

UNION BUSINESS

Section 8.1. The Union shall select an Executive Committee of up to five (5) members for the purpose of conducting Union business. Said employees shall be certified to the City Manager in writing by the Union.

Section 8.2. In case of disciplinary action or grievance involving lower levels of discipline or a non-disciplinary matter, one of the members of the Executive Committee shall be allowed reasonable time without loss of pay to investigate a disciplinary action and/or other grievance matter and consult with the City in the processing of the disciplinary action and/or grievance, if the Executive Committee member first receives permission from the Chief. Such investigation may be undertaken at any time provided work assignments are not interfered with and can be conducted prior to the conduct of a predisciplinary hearing. The City may, but is not required to, defer imposition of discipline while such investigation is underway. Such permission will not be unreasonably denied. The City agrees to cooperate with the Union in conducting an investigation of a grievance.

Section 8.3. The City shall provide a reasonable opportunity for the Union to participate during the orientation of new employees to permit the Union to provide information concerning Union membership. The Union shall furnish the City with a current copy of its Constitution and By-Laws upon request from the City.

Section 8.4. All members attending Union meetings shall attend said meetings during hours when they are not regularly scheduled to work. Members on duty may attend a meeting at a location within the City with prior notice to and consent from the Fire Chief provided a sufficient number of employees remain on call and is available to provide emergency response services and personnel in a meeting shall be subject to emergency call; and further, that no employees shall be absent from duty to attend such a meeting for more than one (1) hour which times may be extended by the Fire Chief.

Section 8.5. An International representative of the Union may consult with the employees at the work site before the start of and at the completion of the shift. With the consent of the Fire Chief said representative(s) shall be permitted access to a meeting room mutually agreed upon by the Union and Fire Chief at all reasonable times for the purpose of adjusting grievances and assisting in the settlement of disputes. This privilege is extended subject to the understanding that the work assignments are not in fact interfered with. The consent of the Fire Chief shall not be unreasonably withheld. An Executive Committee member shall have the privileges accorded to the Union International representative when it is known that the International representative will be unavailable.

Section 8.6. The Union Local shall provide to the Employer an official roster of its officers and Executive Committee which is to be kept current at all times and shall include the following:

1. Name
2. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 8.7. The Union shall be permitted to supply and maintain a file cabinet in such location as is mutually agreed upon by the Union and Fire Chief for purposes of keeping Union records in a central, accessible location.

ARTICLE 9
DISCIPLINARY ACTION AND APPEALS

Section 9.1. Discipline involving suspension or termination shall be subject to Article 10 – Grievance Procedure and Article 11 – Arbitration Procedure.

Section 9.2. Discipline shall be applied in a corrective, progressive, reasonable and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee’s prior history of discipline and the employee’s record of performance and conduct. The concept of “progressive discipline” normally involves a progression through documented employee counseling, verbal reprimands, written reprimands, suspension and termination, however the severity of the offense may require the imposition of more severe discipline on a case by case basis. The maximum suspension that may be imposed by the Fire Chief is twenty-four (24) hours. Any suspension in excess of that amount requires the approval of the City Manager.

In the event that the similar offenses are subjected to unreasonably inconsistent levels of discipline that vary from supervisor to supervisor, the parties will meet at the Union’s request to address the Union’s concerns and to either make the application of such discipline reasonably consistent or to implement a procedure whereby a predisciplinary conference is held prior to the imposition of more severe discipline. If a predisciplinary meeting is held with the Fire Chief and a grievance is subsequently filed, the processing will commence at Step 2 of the grievance procedure.

Section 9.3. Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off, suspension or removal, a predisciplinary conference between the Employer and the employee and an Executive Committee member of the Union shall be arranged. If the employee elects not to have a representative present, such waiver shall be in writing. This conference shall be scheduled not earlier than twenty-four (24) hours after the time the employee is notified of the discipline and the predisciplinary conference, however, upon request the conference can be rescheduled for reasonable periods of time to permit the Union additional time to investigate the matter or to obtain representation. The employee may have an Executive Committee member plus the International representative present at the predisciplinary conference. The employee shall be responsible to notify the employee’s representatives. The Employer may have additional personnel present at the predisciplinary conference.

Section 9.4. When the City orders an employee to provide information in an investigation it shall be understood that the employee shall have Garrity Rights. The information may not be used in any criminal proceedings against the employee. The information may be used by the City in taking action and in defending such action with respect to discharge or discipline of the employee. Before an employee may be charged for refusal to answer questions or participate in an investigation, the employee shall be advised that refusal to answer such questions or participate in such investigation may be the basis of such charge, in and of itself.

Section 9.5. In the event of an accusation of serious misconduct an employee may be placed on paid administrative leave pending the holding of a predisciplinary conference.

Section 9.6. An employee who receives disciplinary action subsequent to the predisciplinary conference referenced above shall be given written notice regarding the reasons for the disciplinary action.

Section 9.7. Complaints from third parties which may result in disciplinary action must be in writing and signed by the complainant. The employee will be notified of the complaint by the City upon commencement of an internal investigation. The notification to the employee may be delayed in the event that the matter involves bona fide investigation of criminal conduct by the employee. Prior to any questioning of the employee, the employee will be notified of the employee's right to representation and apprised of the employee's rights concerning statements made by the employee. If an employee chooses to be represented by independent legal counsel, the Union and the employee shall be bound by any and all agreements, waivers, stipulations, representations, etc., made by such legal counsel. The City shall follow the procedure set forth in its Personnel Manual Appendix C in effect as of the date of this Agreement in processing complaints by third parties against employees covered by this Agreement.

Section 9.8. Employees may review their personnel file at reasonable times upon written request. The employee shall have the right to have a memorandum attached to the document in question, stating the employee's concerns. An employee's medical records shall be confidentially maintained in accordance with applicable state and federal law.

Section 9.9. All actions of record will be maintained in each employee's personnel file throughout the employee's period of employment, with the exception that any of the following records will be removed from the file upon the request of the employee within fourteen (14) days, according to the following schedule:

- A. **Documented Verbal Reprimand.** A verbal reprimand shall be removed from the personnel file maintained by the Employer after six (6) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within six (6) months of the verbal reprimand.
- B. **Written Reprimand.** A written reprimand shall be removed from the personnel file maintained by the Employer after twelve (12) months, at the employee's request, provided that no further discipline of the same or similar nature is imposed within one (1) year of the written reprimand.
- C. **Suspension.** A suspension shall be removed from the personnel file maintained by the Employer, at the employee's request, after two (2) years of the suspension. No records regarding prior discipline or performance evaluation may be used in connection with disciplinary or promotion/retention related matters unless such records are maintained in personnel files that as of the effective date of this Agreement have been identified and are readily accessible to the employee for inspection upon request.

Section 9.10. The commencement of the taking of disciplinary action¹ or notification that asserted charges/complaints are unfounded shall occur within (a) thirty (30) calendar days after the

¹The commencement of the taking of disciplinary action can include (i) a notice of referral to the City Manager for suspension or discharge, (ii) the notice of discipline being immediately imposed; (iii) the notice of the scheduling of a predisciplinary conference; or (iv) the notice of discipline to be imposed at a

completion of an investigation of the matter or (b) within sixty (60) days after the incident at issue first comes to the attention of the Fire Chief whichever is the earlier. In the event that the Fire Chief determines that additional investigation into a potential disciplinary matter is warranted, the Chief may extend the above referenced time periods by an additional sixty (60) days upon notice to the employee and the Union. Upon the commencement of disciplinary action, and reasonably prior to any hearing(s) conducted therewith, the employee shall be entitled upon request to copies of such internal documents as may constitute "public records" under R.C. §149.43 which are being utilized in connection with said disciplinary proceedings.

Unless a matter involves criminal activity or has been deliberately concealed, an employee shall not be disciplined for matters which occurred more than eighteen (18) months prior to serving disciplinary charges upon him.

Section 9.11. At any disciplinary meeting, the Executive Committee member shall be furnished copies of those written records and/or documents which are presented to the employee.

Section 9.12. For purposes of this Agreement, use of the term "days" shall mean "calendar days" unless otherwise specified.

ARTICLE 10

GRIEVANCE PROCEDURE

Section 10.1. Grievance Defined. A grievance, under this agreement, is a written dispute, claim, or complaint arising under or during the term of this Agreement and filed by either an authorized representative of or an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement, including wages, benefits and working conditions. Grievances involving disciplinary action shall be handled in accordance with Article 9 of this Agreement. Probationary employees shall not be entitled to grieve matters involving discipline or discharge. Disputes over an issue that involves more than one (1) employee may be filed as a "group" or collective grievance rather than requiring separate grievances.

Section 10.2. Timeliness of Grievance. All grievances must be filed, in writing using approved IAFF forms, within fourteen (14) calendar days after occurrence of the circumstance given rise to the grievance. Otherwise, the right to file a grievance is forfeited and no grievance shall be deemed to exist.

Section 10.3. Within the time limits provided herein, the grievant shall obtain an approved grievance form from the IAFF and shall first consult with a member of the Executive Board of Local 4024 for input on the issue and for assistance in completing the grievance form.

Section 10.4. All employees are encouraged to discuss any problems with their supervisor to see if the problem can be resolved prior to the filing of a grievance.

Section 10.5. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. The time

reasonable date in the future. Once the discipline is determined it shall be imposed within thirty (30) calendar days unless otherwise extended by mutual agreement of the Fire Chief and the employee being disciplined.

limits specified for either party may be extended only by written mutual agreement between the City, the employee and the employee's designated representative.

Step 1: If the dispute is not resolved informally, it shall be reduced to writing by the grievant and presented as a grievance to the Fire Chief within fourteen (14) calendar days of the occurrence of the facts giving rise to the grievance. The Fire Chief shall investigate the grievance and schedule any grievance meeting the Fire Chief deems necessary within seven (7) days of the date the grievance is received. The Fire Chief shall answer within fourteen (14) calendar days of the date following the conclusion of the investigation or the date the last meeting was held, whichever is later. Failure to timely respond shall automatically advance the grievance to the next Step.

Step 2: If the grievant is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the City Manager within seven (7) calendar days from the date of the rendering of the decision of Step 1. Copies of the written decisions shall be submitted with the appeal. The City Manager shall within fourteen (14) calendar days of the receipt of the appeal meet with the grievant, the Union representative and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager shall issue a written decision to the employee and the employee's Union representative within fourteen (14) calendar days from the date of the meeting. If the grievant is not satisfied with the decision at Step 2, the Union may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 11

ARBITRATION PROCEDURE

Section 11.1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fourteen (14) calendar days after the rendering of the decision at Step 2, the grievant may submit the grievance to arbitration. Within this fourteen (14) day period, the parties may either meet to mutually agree upon an arbitrator or the Union may promptly request the Federal Mediation and Conciliation Service to submit a panel of nine (9) arbitrators including only arbitrators from Ohio, and the parties will choose one by the alternative strike method.

Section 11.2. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 11.3. The hearing or hearings shall be conducted pursuant to the arbitration rules of the Federal Mediation and Conciliation Service.

Section 11.4. The fees and expenses of the arbitrator will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. The Union shall have the right to voluntarily dismiss and withdraw a matter submitted to arbitration subject to payment of any applicable cancellation fee.

Section 11.5. An employee requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and shall be compensated at the employee's regular hourly rate

for all hours during which the employee's attendance is required by either party. Any requests made by either party for the attendance of witnesses shall be made in good faith.

Section 11.6. The arbitrator's decision and award will be in writing and the parties may request that it be issued within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties subject only to such limited rights of appeal as are provided by law.

ARTICLE 12 **WAIVER**

Section 12.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged in bargaining collectively with respect to any subject or matter specifically referred to or covered in this Agreement except when there is change in federal or state law or exigent circumstances exist, or the matter is a mandatory subject of bargaining. Nothing contained in this section shall prevent, however, the parties by mutual agreement from adding to or subtracting from this Agreement.

ARTICLE 13 **OVERTIME**

Section 13.1. When employees' worked time within a 28-day work period exceeds two hundred twelve (212) hours, they will receive one and one-half times (1.5) for all hours worked in excess of two hundred twelve (212).

Section 13.2. Definitions of Overtime. Overtime shall be considered as authorized time worked in excess of two hundred twelve (212) hours in a 28-day work period. For purposes of computing overtime, worked time shall include paid vacations (and holidays for employees working a 40-hour shift), SP time, Comp time and personal time. Worked time shall not include time spent on sick leave. For employees on a 5/2 schedule the normal workweek shall be forty (40) hours and overtime shall be considered as authorized time worked in excess of forty (40) hours in a workweek. For employees on a special schedule the normal workweek shall be their posted schedule. Those hours in excess of two hundred twelve (212) hours in a 28-day work period shall be compensated at a rate of one and one-half times (1.5) the employee's regular rate of pay. In computing hours worked, each completed fifteen (15) minute interval will be used for payroll purposes.

Section 13.3. Distribution of Overtime. All overtime will be determined by the General Order Governing Overtime Assignments that is current in the department. This General Order is determined by the Fire Chief under Management Rights and is subject to change to meet the demands and requirements of the community and remains consistent with the provisions of this labor agreement.

- A. All available part-time hours, both shifted assignments and sign-up assigned personnel hours will be placed on the schedule prior to any overtime being released.

- B. When the schedule is established for the upcoming period showing unfilled slots and overtime availability the following system will be followed:
1. Officers and those determined to be eligible to ride up as officers can sign up for the open officer's shifts. Shifts with multiple employees signing up will be decided based first on rank (Captain get Captain's shift over eligible Lieutenant, etc.) then based on seniority with the most senior eligible person getting the shift. Open non-ranked shifts can be filled by any bargaining unit member. Non-ranked shifts with multiple employees signing up will be assigned based with non-ranking members receiving preference then based on seniority with the most senior person getting the shift.
 2. Remaining open shifts and shifts that open due to call offs or other reasons once the schedule has been published shall be texted/e-mailed out as soon as they are recognized. Employees will have twelve (12) hours to respond to the shift announcement in which seniority will prevail when multiple employees sign up. In the event the opening occurs with less than twenty-four (24) hours' notice or no one volunteers inside the first twelve (12) hours of notice, the vacancy will be filled on a first come first served basis.
 3. Those eligible to ride out of class will be offered positions if available.
- C. This will not be deemed to guarantee a minimum amount of overtime.
- D. Emergency call off assignments and unfilled vacancies taking the shift below the minimum staffing requirements set in the General Order Governing Overtime Assignments are subject to mandatory call in for fulltime staff. An overtime rotation list by seniority will be maintained (least to most senior). There shall be one (1) list for officers and one (1) list for the non-ranked full-time personnel. Only officers can be mandatorily recalled for the officer positions and only non-ranked full-time personnel can be mandatorily for non-ranked positions. In the rare event that there is no one eligible to be recalled on the officers list, non-ranking personnel eligible to ride up may be recalled for an officer's position. Likewise, if no one is eligible from the non-ranked list to fill a non-ranked position, members from the officer's list would now be subject to recall for the non-ranked opening. Once an employee has been recalled they will move to the bottom of their respective recall list. If an employee, voluntarily signs up for an overtime shift of twelve (12) or more hours, that employee will be moved one spot toward the bottom of their respective list. This seniority list will reset January 1st of each year.
1. In the event it becomes necessary to mandatory an employee, the person making the notification shall call the number or numbers provided for the employee and send a text. The caller will leave voice and text messages stating the date and time of the mandatory shift and the date and time of the message.

2. The employee will then have two (2) hours to acknowledge the notification of being mandatorily recalled. Failure to respond within the allotted time frame without just cause shall result in progressive discipline.
- E. The employee will provide both a primary and secondary phone number (if available) at which the employee may be contacted. At least one (1) of these numbers shall have texting capability.

Section 13.4. Mistakes in offering overtime will be corrected by offering the employee who was missed the next available opportunity. Additionally, in the event of a patterned or intentional failure to comply with the procedure for assignment of overtime that is not remedied by the Fire Chief despite prior notification and reasonable opportunity to address the failure, the matter will be subject to an additional award of two (2) hours pay to the employee denied the overtime.

Employees that have an overtime shift cancelled by the employer once it has already been approved will be compensated with two (2) hours of pay at the regular overtime rate.

Section 13.5. Comp Time. Employees can bank up to ninety-six (96) hours of comp time sixty-four (64) hours of overtime = ninety-six (96) hours of comp time which can be used when there are not already two (2) employees off on approved leave.

ARTICLE 14

OTHER COMPENSATED TIME

Section 14.1. Required Court Time. When an employee is required to attend court during nonscheduled work hours for duty related items, the employee shall be paid a minimum of two (2) hours' pay at applicable rates.

Section 14.2. Call-out Pay. An employee called out shall receive a minimum of two (2) hours' time for each call-out provided it is not an extension of their scheduled shift.

Section 14.3. Training and Departmental Meetings. Training and departmental meetings during non-scheduled work hours shall be credited with a minimum of two (2) hours' pay at applicable rates.

Section 14.4. Tuition/Training Reimbursement. Employees shall be entitled to participate in City-wide tuition/training reimbursement programs to the extent they are funded and in effect.

Section 14.5. Working out of Classification. Bargaining unit employees who are assigned out of classification to responsibilities and duties of a position or rank above that which the employee normally holds for a period of time in excess of two (2) hours, shall be paid at the equal step for the position the employee is performing. In order to be assigned to a higher classification, a career Firefighter must have three (3) consecutive years of service with the City of Trotwood, completion of the "Can Do Book," and, if offered, completion of the Trotwood Leadership Academy. While seniority and experience shall be factors in making an assignment, the final decision shall be that of the Fire Chief.

Section 14.6. Personal Leave. After one (1) year of continuous service with the City, all full-time bargaining unit employees shall be entitled to receive and use twenty-four (24) personal leave hours during each payroll year. Such leave shall not be deducted from any other type of leave. Personal leave hours must be used in minimums of one (1) hour increments. Personal Leave may be requested with little to no advanced notice and shall not be denied due to time of request. Employees shall make a good faith effort to notify their supervisor of their request with enough notice to adjust scheduling as needed. Off duty personnel who are called as replacements are not eligible for call-out pay. Personal leave hours cannot be accumulated and carried over into the next payroll year and unused time will not be paid out in cash.

The City recognized holidays of Independence Day, Thanksgiving, Christmas, and New Year's Day will be subject to the limitations listed in section 16.5 C of this contract. The current practice of allowing up to three (3) employees off if one (1) of the employees is using their Personal Leave shall remain in effect for the rest of the calendar days of each year. Employees with time off already scheduled or approved may substitute these hours with their personal time to avoid losing their personal hours towards the end of the year.

ARTICLE 15 **HOLIDAYS**

Section 15.1. For purposes of determining an employee's eligibility for premium pay for working on a holiday, the City recognizes the following holidays:

New Year's Day	Martin Luther King Jr. Day
Memorial Day	Independence Day
Juneteenth	Day After Thanksgiving
Thanksgiving Day	Christmas Day
Labor Day	

Section 15.2. Any employee working a holiday will be paid one and one-half (1.5) times the employee's normal pay for all hours worked between 06:00 and 18:00 hours on that day (up to twelve (12)); however, an employee working on Thanksgiving, Day after Thanksgiving, Christmas and/or New Year's will be paid one and one-half (1.5) times the employee's normal pay for all hours worked between 06:00 and 00:00 hours on that day (up to eighteen (18)).

Each employee who works a 24-48 shift and who does not receive paid time off for City recognized holidays shall receive twenty-four (24) hours of pay for each holiday regardless if worked or not and payable in a lump sum. The employee will receive this holiday lump sum payment in the amount of one hundred ninety-two (192) hours of regular pay (computed at the 24/48 rate) in one (1) check separate from their regular paycheck in the last payroll period prior to Thanksgiving.

Each employee who works a 40-hour/week shift shall receive sixty-four (64) hours of pay for each holiday regardless if worked or not and payable in a lump sum. The employee will receive this holiday lump sum payment in the amount of sixty-four (64) hours of regular pay (computed at the 40-hour/week rate) in one (1) check separate from their regular paycheck in the last payroll period prior to Thanksgiving.

ARTICLE 16
VACATIONS

Section 16.1. Each full-time employee shall earn and be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Annual Vacation</u>	
	24/48	5/40
1 year but less than 2 years	48 hours	1.85 40 hours
2 year, but less than 5 years	120 hours	4.62 80 hours
5 years, but less 10 years	144 hours	5.54 104 hours
10 years, but less than 13 years	168 hours	6.46 120 hours
13 years, but less than 15 years	192 hours	7.38 136 hours
15 years, but less than 20 years	216 hours	8.31 160 hours
20 years continuous service	288 hours	11.00 200 hours

Section 16.2.

Earned vacation shall be awarded each pay period in accordance with the above schedule, provided the employee is employed by the employer at that time. However, if an employee terminates their employment, the employee shall receive a pro-rata payment for unused benefits. For the calendar year 2024 on 12/31/2024 each employee employed on that date shall receive vacation credit equal to the amount the employee has accrued since the employee's last anniversary date. Commencing with the first pay period in 2025, the employee shall accrue vacation hours based on employee years of service. For 2025 only, each employee will be allowed to carry over to 2026, 50% additional hours of accrual vacation. Any hours carried over into 2026 must be used in 2026 in compliance with Section 16.4 of this Contract. Any employee who resigns, terminates or retires from the City shall be paid in a lump sum for all earned but unused vacation payable on an hour for hour basis at the employee's current base hourly rate. In the event of the death of an employee, all earned but unused vacation shall be paid in a lump sum to the employee's next of kin or estate as designated by the employee up to the maximum allowable accrual.

Section 16.3. Vacation time shall be taken at a time approved by the scheduling supervisor. Employees shall receive timely notice of the approval of their requested vacation leave (within ninety-six (96) hours) and said approval shall not be unreasonably withheld.

Section 16.4. The maximum vacation carry over shall be equal to one (1) year's vacation allowance.

Section 16.5. Vacation Scheduling.

- A. Vacations shall begin upon conclusion of the shift prior to your shift scheduled off. The conclusion of the shift is when you are relieved by the on-duty Lieutenant or Captain.
- B. Employees may submit vacation requests for the upcoming year during the period November 1 through December 1. In the event of conflicts, seniority shall prevail. Requests made after

December 1 shall be on a “first come-first served” basis and approved or denied based upon scheduling needs. Request for time off should be made seven (7) days in advance to facilitate upcoming work schedules. The Fire Chief may approve requests with less than seven (7) days’ notice at the Fire Chief’s sole discretion. Employees shall receive timely notice of the approval of their requested vacation leave (within ninety-six (96) hours) and said approval shall not be unreasonably withheld.

- C. No more than two (2) employees per shift shall be off on approved leave, excluding sick leave, at the same time. All shifts shall be covered by at least one (1) lieutenant or captain.
- D. Cancellation of pre-approved leave excluding sick leave by the City shall only be permitted in the event of a city, state or national emergency which requires the presence of all employees available for duty. If an employee is ordered back from approved leave and incurs reasonable travel expenses and reasonable cancellation fees which would not have otherwise been incurred, the City shall reimburse such expense.

ARTICLE 17
SICK LEAVE

Section 17.1. Full-time employees may use sick leave subject to the approval of the Fire Chief or designee for absence due to:

- A. Illness or injury of the employee when such illness or injury prohibits the employee from performing the normal duties of the employee’s work assignment;
- B. Exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees. Use of sick leave for this purpose may require the confirmation of necessity by a licensed medical practitioner and the Employer;
- C. Illness in the employee’s immediate family which requires the presence of the employee. “Immediate family” as used herein shall include the employee’s spouse or dependent child.

Section 17.2. All full-time employees shall earn sick leave at the rate of ten (10) hours per month for employees working a five (5) day, forty (40) hour per week schedule and fourteen (14) hours per month for employees working a 24/48 or 48/96 schedule and may accumulate such sick leave without limit; provided, however, that an employee must work at least sixty percent (60%) of the available workdays during a month to accumulate sick leave. Sick leave shall not be accumulated during any period of absence, except for approved vacation leave. Approved vacation leave shall count towards the sixty percent (60%) work requirement.

Section 17.3. An employee who is absent on sick leave shall make a good faith effort to notify their supervisor of such absence and the reason therefore at least two (2) hours before the start of their shift.

Section 17.4. Sick leave must be used in segments of not less than two (2) hours or one (1) hour if needed to make arrangements for a sick child.

Section 17.5. Abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline. Approved FMLA absences and approved absences with a documented physician's statement shall not be a basis for discipline. A patterned use may include any of the following:

- A. Repeated one (1) or two (2) day absences (e.g., four (4) absences in a twelve (12) month period, etc.).
 - 1. A call off up to forty eight (48) hours constitutes one (1) absence on a 48/96 schedule.
- B. Multiple absences on a single day (e.g., three (3) or more employees on a platoon, etc.).
- C. Repeated absences that abuts any scheduled time off (e.g., vacation, personal, EDO, compensatory, etc.).

Section 17.6. An employee who transfers to this department from another department of the Employer shall be allowed to transfer their accumulated sick leave.

Section 17.7. Any employee of the department hired prior to ratification of this agreement, who has accumulated sick leave earned from being employed by another political subdivision shall be allowed to transfer said accumulation to their sick leave accumulation with the Employer. Effective upon ratification of this agreement, new employees shall be limited to transferring a maximum of four hundred (400) hours of accumulated sick leave earned from another political subdivision, and, when taken, time accrued from the City of Trotwood shall be deducted first before the transferred balance.

Section 17.8. Sick time may be exchanged for vacation days or pay by employees after a balance of six hundred (600) sick leave hours are accumulated by 40-hour employees or eight hundred forty (840) sick leave hours are accumulated by 24/48 or 48/96 employees. The employee can exchange three (3) sick leave hours for one (1) vacation hour, or one (1) hour of pay. During a calendar year, 40-hour employees may exchange up to a maximum of two hundred forty (240) sick leave hours for eighty (80) hours of vacation or pay and 24/48 or 48/96 employees may exchange up to a maximum of four hundred two (402) sick leave hours for one hundred thirty-four (134) hours of vacation or pay.

Section 17.9. When an employee is absent on sick leave (including leave for illness or injury of dependent child) that exceeds twenty four (24) consecutive regularly scheduled hours for 24/48 hour employees or exceeds forty-eight (48) consecutive regularly for 48/96 employees or that exceeds eight (8) regularly scheduled hours for 40-hour/week employees, the employee shall be required to submit a doctor's excuse upon the Employer's request. With prior written notice to the employee by the City because of excessive or patterned use of sick leave, a doctor's excuse may be required on any future occasion of sick leave use during the six (6) months immediately following the notice. Continued excessive use or patterned use will extend the six (6) month period.

Section 17.10. Up to two (2) sick leave days may be used for paternity leave, however, in unusual circumstances the Fire Chief has the discretion to permit an employee to use additional paid sick leave for matters involving the birth of the employee's child or for serious, documented illnesses involving members of the employee's immediate family (spouse, children, parent, or person acting in loco parentis of employee) living in employee's home.

Section 17.11. The Fire Chief may require an employee who has been absent due to personal illness or injury in excess of the period set forth at Section 9, prior to and as a condition of the employee's return to duty, to provide a certification from the employee's physician that the employee is fit to return to work. The City also has the right to require the employee to be examined by a physician designated and paid for by the Employer to establish that the employee is not disabled from the performance of the employee's normal duties and that the employee's return to duty will not jeopardize the health and safety of other employees. In the event that the City requires the additional examination notwithstanding the certification from the employee's own physician and said subsequent examination also confirms that the employee was fit to return to work, the City shall reimburse the employee for any lost time that resulted from the subsequent examination and not charge said time against the employee's accrued sick leave.

Section 17.12. The City's policy on donation of sick leave in effect as of the date of this Agreement is incorporated by reference herein.

Section 17.13. Upon eligibility for and commencement of retirement or disability retirement under applicable provisions of the Ohio Police and Fire Retirement System, employees hired before January 1, 2004 who retire from service with the City with more than ten (10) years of service may convert accrued sick leave at a rate of 3 for 1 and receive a lump sum payment for up to one thousand (1000) hours (fourteen hundred (1400) hours for 24/48 or 48/96 employees). Employees hired before January 1, 2004 who retire with more than twenty (20) years of service may convert accrued sick leave at a rate of 2 for 1 and receive a lump sum payment for up to one thousand forty (1040) hours (fourteen hundred fifty-six (1456) hours for 24/48 employees). Employees hired after January 1, 2004, who retire with more than ten (10) years of service may convert accrued sick leave at a rate of 3 for 1 and receive a lump sum payment for up to four hundred eighty (480) hours (six hundred seventy-two (672) hours for 24/48 or 48/96 employees). Employees hired after January 1, 2004, who retire from service with the City with more than twenty (20) years of service may convert accrued sick leave at a rate of 2 for 1 and receive a lump sum payment for up to four hundred eighty (480) hours (six hundred seventy-two (672) hours for 24/48 or 48/96 employees). For new employees hired on or after ratification of this agreement, only sick leave hours earned during the period of employment with the City of Trotwood is eligible for conversion under this section.

ARTICLE 18

PERSONAL LEAVE AND EDO'S

Section 18.1.

- A. Employees who qualify under applicable federal requirements shall be granted family and/or medical leave of absence without pay in accordance with the provisions of the Family Medical Leave Act (FMLA) which entitles an eligible employee to a maximum of twelve (12) workweeks of unpaid leave during any twelve (12) month period for (a) the birth and subsequent care of the employee's child; (b) placement of a child with the employee for adoption or foster care; (c) care for the employee's spouse, son, daughter or parent suffering from a serious health condition; and/or (d) a serious health condition that makes the employee unable to perform the functions of the position of employment.

The taking of such leave shall not result in the loss of any accrued employment benefits. Health insurance coverage shall be maintained during the period of such leave.

- B. In the event an employee uses paid leave to which the employee is eligible under any other section of this Agreement for any of the purposes for which the employee would be entitled to unpaid leave under the FMLA, said paid leave shall be included as part of the twelve (12) week total period of leave to which an employee is entitled under the FMLA.

Section 18.2. Changes in scheduling of Earned Days Off (EDOs) shall only be taken with the advanced approval of the Fire Chief. Any switch of an EDO is limited to a date that falls within the same 28-day work period as the originally scheduled date. EDO trades between employees on the same shift may be approved by the Lieutenant provided 48-hour advance notice and request is made.

Section 18.3. Earned Days Off. Employees who work in a 24/48 or 48/96 shift, in addition to all other leave benefits, will be granted four (4) [or five (5) if applicable] (Earned Days Off) during each calendar year scheduled in accordance with the following:

- A. The EDOs for the upcoming year will be scheduled by the employee subject to approval of the Employer during the period November 1 through December 1 and shall be taken during that 28-day work period in which the employee's regular scheduled work hours would otherwise total two hundred forty (240) (the "EDO period").
- B. During the year in which an employee's shift assignment results in an additional work period in which the employee's regular scheduled work hours would total two hundred forty (240), the employee is entitled to take a 5th EDO.
- C. In the event of conflicts in EDO requests, subject to the Employer's scheduling requirements, seniority shall prevail. If not selected by the employee by December 1, the EDOs will be scheduled by the Employer and the employee will be notified by December 31.

Section 18.4. Effective January 1 and July 1, employees may earn additional "SP" personal leave of twelve (12) hours for 40-hour employees or eighteen (18) hours for 24/48 or 48/96 employees for not utilizing any sick time for that prior six (6) month period. Personal leave under this section shall not be accumulated over twelve (12) hours for 40-hour employees and thirty-six (36) hours for 24/48 or 48/96-hour employees, and any excess must be used within the following six (6) month period. However, any SP leave under this section which is not scheduled within the appropriate six (6) month period may be carried over for an additional six (6) month period. SP leave may be taken with at least twenty-four (24) hours' notice to the Fire Chief so long as two (2) other employees are not already off duty for that shift. Sick leave used in conjunction with approved FMLA shall not apply with regards to this section.

ARTICLE 19

FUNERAL LEAVE

Section 19.1. An employee shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to forty-eight (48) hours off not deducted from any leave in the case of death of the spouse, child or parent, step-parent or legal guardian of the employee or the employee's spouse. In case of death of the brother, sister, relative living in the same household, brother-in-law, sister-in-law or grandparent or grandchild of an employee or spouse, the employee will be granted up to forty-eight (48) hours

funeral leave, with such time to be deducted from any available leave time as designated by the employee. (Additional deductible time may be granted if travel is necessary.)

ARTICLE 20
LIMITED TRANSITIONAL DUTY AND INJURY LEAVE

Section 20.1. Transitional duty work within the Fire and Rescue Department may be assigned at the sole discretion of the Fire Chief to a temporarily disabled employee whose injury or illness is work-related and who is otherwise eligible for lost time wage benefits under a workers' compensation claim. Such assignments shall not be unreasonably denied and may be for periods of up to ninety (90) days and may be extended as the City determines appropriate. During such periods of transitional duty, the employee shall continue to receive the employee's regular rate of pay and be entitled to all benefits under this Agreement including performance evaluations. Disputes over an employee's physical ability to perform said transitional duty shall be resolved by medical examination by a qualified professional duly selected by the City and employee and paid for by the City.

Section 20.2. When an employee is injured in the line of duty while actually working for the Employer and is not physically able or is not assigned by the City to perform limited transitional duty, the employee shall be eligible for a paid leave not to exceed ninety (90) calendar days. The City may, as a condition of obtaining such leave, require the employee to file for Workers' Compensation and signs a waiver assigning to the Employer those sums of money (temporary total benefits) the employee would ordinarily receive as the employee's weekly compensation as determined by law for those number of weeks the employee receives benefits under this article.

Section 20.3. If at the end of this ninety (90) day period, the employee is still disabled, the leave may, at the City Manager's sole discretion, be extended to an additional ninety (90) calendar day period. Shorter periods may be agreed to by the City and employee.

Section 20.4. The City Manager shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

ARTICLE 21
JURY DUTY LEAVE

Section 21.1. Any employee who is called for jury duty, either federal, county, or municipal and is not otherwise excused by reason of the employee's job assignment, shall be paid the employee's regular salary less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code. If the jury duty falls on the employee's scheduled day to work, the employee shall be credited with time worked.

**ARTICLE 22
COMPENSATION**

Section 22.1. Effective January 1, 2025, employees shall receive a five percent (5%) across the board wage increase; effective January 1, 2026, employees shall receive a four percent (4%) across the board increase; effective January 1, 2027, employees shall receive a three percent (3%) across the board wage increase. Rates shall be as follows:

Firefighter/EMT-B (24/48 or 48/96):

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	19.89	21.12	22.31	23.65	25.11	26.20
Effective 1/1/2025 12/31/2025	20.88	22.18	23.43	24.83	26.37	27.51
Effective 1/1/2026 12/31/2026	21.72	23.06	24.36	25.83	27.42	28.61
Effective 1/1/2027 12/31/2027	22.37	23.75	25.09	26.60	28.24	29.47

Firefighter/Paramedic (24/48 or 48/96):

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	21.07	22.38	23.67	25.07	26.60	27.77
Effective 1/1/2025 12/31/2025	22.12	23.50	24.85	26.32	27.93	29.16
Effective 1/1/2026 12/31/26	23.01	24.44	25.85	27.38	29.05	30.32
Effective 1/1/2027 12/31/2027	23.70	25.17	26.62	28.20	29.92	31.23

Firefighter/Paramedic (40 hours/week)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
	29.48	31.29	33.13	35.11	37.26	38.87
Effective 1/1/2025 12/31/2025	30.95	32.85	34.79	36.87	39.12	40.81
Effective 1/1/2026 12/31/2026	32.19	34.17	36.18	38.34	40.69	42.85
Effective 1/1/2027 12/31/2027	33.16	35.19	37.26	39.49	41.91	43.72

Lieutenant (24/48 or 48/96)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	27.72	28.40	29.09	29.85	30.58
Effective 1/1/2025 12/31/2025	29.11	29.82	30.54	31.34	32.11
Effective 1/1/2026 12/31/2026	30.27	31.01	31.77	32.60	33.39
Effective 1/1/2027 12/31/2027	31.18	31.94	32.72	33.57	34.40

Captain (24/48) or (48/96)

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	30.48	31.23	32.03	32.83	33.63
Effective 1/1/2025 12/31/2025	32.00	32.79	33.63	34.47	35.31
Effective 1/1/2026 12/31/2026	33.28	34.10	34.98	35.85	36.72
Effective 1/1/2027 12/31/2027	34.28	35.13	36.03	36.03	37.83

Section 22.2. FF/PM's promoted from within the department to the rank of Lieutenant or from the rank of Lieutenant to the rank of Captain shall start at the Step a minimum 10% higher than their salary rate prior to the promotion.

Section 22.3. All new employees will start at Step 1, unless there is a lateral transfer. On and after January 1, 2001, provided their evaluations under the criteria set forth in Article 25 average at least "3" ("satisfactory"), employees shall proceed through the wage step schedule by receiving step increases annually on their anniversary date of employment until they reach the Top Step. An employee whose evaluation is less than satisfactory may receive their step increase earlier than the employee's next anniversary date provided the Fire Chief determines in the Chief's discretion that the employee's interim performance has improved to the point that a wage increase is appropriate. All new employees will be placed on a one (1) year probationary period.

Section 22.4. Lateral transfer employees will start on a step determined by the Employer.

Section 22.5. Provided their evaluations under the criteria set forth in Article 25 average at least "3" ("satisfactory"), employees shall receive the following stipend for completing the following annual state certifications, such payment to be made with the last paycheck in November:

EMT-P (Paramedic) \$700.00

Section 22.6. During the first payroll period in January, employees hired before January 1, 2013 shall receive a longevity supplement which shall be paid in a separate check to employees according to the following criteria:

Completed Years of Employment as of January 1	Longevity Supplement
10 to 14 years	\$ 520.00
15 to 19 years	\$1,040.00
20 years and above	\$1,560.00

In accordance with requirements of the FLSA, said longevity supplement shall be added to the employee's total wages for the previous twelve (12) month period for purposes of computing an adjusted regular hourly rate for the prior year and computing any additional overtime to which the employee may be entitled.

Section 22.7. Time Sheets. If the City corrects an employee's time sheet used for pay calculations, the employee shall be provided a copy showing such correction.

ARTICLE 23 **UNIFORM ALLOWANCE**

Section 23.1. All new employees shall receive from the City an initial uniform issue which shall be repaired or replaced as needed.

Section 23.2. The uniforms and equipment shall include all items listed in the Departments Standard Operating Procedures.:

Every two (2) years, the City shall reimburse employees up to Two Hundred Fifty Dollars (\$250) for the purchase of City approved work boots or shoes for duty wear. Employees shall be eligible for the reimbursement on or after January 1, 2008 and every two (2) years thereafter. The Fire Chief and Union President shall meet to determine acceptability standards for boot/shoe purchase and use. Work boots or shoes may be replaced or repaired for duty related wear and tear prior to the two (2) years as stated herein this section, upon the discretion of the quartermaster.

Section 23.3. The City shall regularly inspect and promptly repair or replace uniforms and equipment which are damaged or destroyed while members are performing their job duties. Uniforms and equipment which are lost or stolen from other than Municipal property, approved locations and approved activities shall be replaced by the member. The cleaning of duty uniforms is the sole responsibility of the member.

Section 23.4. All members' uniforms and equipment will be inspected twice a year and repaired or replaced as needed. When a member brings to the attention of the member's supervisor that their uniform or equipment needs to be replaced, the replacement item shall be ordered as soon as possible (not later than thirty (30) days).

Section 23.5. Any piece of protective clothing or safety equipment in need of repair shall be repaired by qualified personnel as soon as is practicable.

Section 23.6. If an employee loses or damages prescription eye glasses or contact lenses, or watch during laborious activity (fire call, EMS call, training or maintenance) the City shall reimburse the employee one hundred percent (100%) of the replacement cost up to a maximum of One Hundred Dollars (\$100) during a calendar year.

Section 23.7. Upon an employee's leaving the Department, all issued or purchased equipment and uniform items shall be promptly returned to the Department. If the employee is leaving the department in good standing due to retirement, the employee will be permitted to keep their badge, helmet, and helmet shield.

ARTICLE 24 **INSURANCE**

Section 24.1. The City shall make available to all full-time bargaining unit employees the general insurance and hospitalization plans as provided to all other non-bargaining full-time City employees. All requirements of the plan(s) (e.g., premium contributions, co-payments, deductibles, fees, eligibility, etc.) applicable to non-bargaining unit City employees shall also be applicable to bargaining unit employees, except as outlined in this Article.

Section 24.2. For the 2019 Plan year, payment of the health insurance "Core Plan" premium shall be as follows:

- City will pay eighty-seven (87%) of the premium for core coverage options.
- Employee shall pay thirteen (13%) of the premium for core coverage options.

For Plan years 2020 and 2021, should the total premium cost be projected to increase or decrease by ten percent (10%) or more over the rates in effect for the 2016 plan year, either party may reopen this Article by filing a Notice to Negotiate with SERB on or before thirty (30) days prior to the beginning of the Plan Year.

The City may also offer an enhanced group medical insurance coverage known as the "Buy Up Plan" and any additional costs over and above what the City would pay for coverage under the "Core Plan" shall be paid one hundred percent (100%) by employees who elect coverage under the "Buy Up Plan."

Section 24.3. Union representatives shall be entitled to participate in City created employee committees that deal with health care and insurance coverage.

Section 24.4. Group Term Life Insurance. The City shall provide Fifty Thousand Dollars (\$50,000.00) in group term life insurance per employee.

ARTICLE 25 **EVALUATIONS**

Section 25.1. Each employee shall be evaluated every twelve (12) months by the supervisor(s) for whom the employee has worked during the previous twelve (12) months. The final score of the

evaluation will be determined by the average score given by the supervisor(s) in each category. The City (with input from the Union) will draw up definitions and standards of performance for each rating category. Employees will be expected to perform at no less than average ("3" rating) and shall receive advance notice of such deficient performance with sufficient time to remedy said deficiencies prior to the evaluation deferring a step increase in wages, or deferral of their payment of the state certification stipend under Article 22, Section 3.

Section 25.2. Any employee who suffers a deferral of a step increase will be re-evaluated at ninety (90) day intervals until such time as the employee has risen to an average 3.0 rating.

Section 25.3. Employees shall receive a copy of their evaluations and an opportunity to place a response in their personnel file if they disagree with the conclusions. If the evaluation results in a loss or deferral of pay, the employee may formally grieve the evaluation.

Section 25.4. Probationary employees, including newly promoted Lieutenants/Captains shall be evaluated at six (6) months of their probationary period and monthly if the probation is extended.

ARTICLE 26 **SHIFT ASSIGNMENT**

Section 26.1. Unless needed to address emergency situations, with forty-five (45) days advance notice, the Fire Chief, at the Chief's sole discretion, may reassign employees to a different shift if such reassignment is needed to balance shifts for experience, number of employees per shift, or other reasons as determined necessary. In the event that an employee is temporarily reassigned from a 24/48 or 48/96 duty shift to a 40 hour/week assignment, in order to avoid any loss of pay or benefits the employee shall continue to be paid and retain all benefits as if the employee was still working a 24/48 or 48/96 shift.

ARTICLE 27 **OTHER BENEFITS**

Section 27.1. In any instance where the Employer sends an employee for any type of medical examination, the Employer shall pay the cost of the examination.

Section 27.2. The Union will be allowed to provide a bulletin board at locations where bargaining unit employees are assigned for official Union notices of the following type:

1. Recreation and Social Events
2. Election and Election Results
3. General Membership Meetings
4. Other Official Union Business

The bulletin board will be located at a place mutually agreed upon within each Station.

Section 27.3. Employees will be permitted to obtain outside employment which does not conflict with departmental rules and regulations.

Section 27.4. Employees who are called in to work outside of their normal scheduled hours on an election day shall be permitted time off to vote if the polls are only open during hours they are required to work.

ARTICLE 28
LABOR / MANAGEMENT / HEALTH AND SAFETY COMMITTEE

Section 28.1. There is hereby established a Labor/Management/Health and Safety Committee. This committee shall be composed of not more than three (3) persons appointed by the Union and not more than three (3) appointed by Management. This committee shall meet on an as needed basis at the request of either party to provide a forum for the discussion and possible resolution of problems within the Fire Department. This committee is to provide an informal format to discuss mutual problems, and the recognition of issues by either party is not to be construed as to expand the scope of the grievance procedure, or to obligate either party to additional bargaining.

The Union shall also be entitled to have a representative on the City-wide employee Health and Safety Committee.

Section 28.2. Lieutenants shall have the supervisory right and responsibility to remove apparatus and equipment from service if in their professional opinion the equipment or apparatus is defective or suffers from a condition that renders it unsafe and likely to cause death or serious injury to Departmental personnel or third parties. Such action shall be immediately reported to the Captain who shall have the final decision on the status of said equipment or apparatus.

ARTICLE 29
SAVINGS CLAUSE

Section 29.1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 30
DURATION OF AGREEMENT

Section 30.1. This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein shall become effective upon ratification and shall remain in full force and effect until December 31, 2027.

ARTICLE 31
JOB ASSIGNMENTS

Section 31.1. Effective with the commencement of this Agreement, and thereafter, a notice concerning an available job vacancy other than short term assignments which are made based on the operational needs of the department within the bargaining unit shall be posted for a period of ten (10) days to permit interested candidates to apply for the position. No job vacancy will be filled until

the posting requirement is complied with. Short term assignments shall be defined for purposes of this article as no more than three (3) months in duration which can be extended for good cause shown for one (1) additional three (3) month period with notice to the Union.

Section 31.2. Job assignments that constitute a promotion and pay increase shall be awarded on the basis of merit and fitness and shall include consideration of job performance as determined in the employee evaluation process, work-related experience, training and education related to the performance of the duties of the posted position. If employees are equal in merit and fitness, the position shall be awarded on the basis of seniority.

Section 31.3. Employees may request a change in, or exchange of, shift assignments between two (2) employees. Upon receipt of the request, the Fire Chief shall review such request and respond within fourteen (14) days. The final decision shall be at the Fire Chief's discretion.

ARTICLE 32 **SUBSTANCE TESTING**

Section 32.1. The cost of any required substance testing or related medical examination shall be borne by the City. Substance testing shall occur during an employee's scheduled work shift or immediately prior to or after the completion of the employee's shift.

Section 32.2. The City's policy on substance abuse and testing is incorporated by reference herein and may include random testing. Any proposed changes to the current City policy will be provided to the Union at least thirty (30) days in advance of the effective date, unless required by law, and the Union shall have the right to discuss such changes through the Labor/Management Committee per Article 28.

ARTICLE 33 **PART-TIME EMPLOYEES**

Section 33.1. The City shall not be restricted in its ability to utilize part-time employees who are certified under the laws of the State of Ohio and properly trained and qualified pursuant to the standards existing in the Trotwood Fire Department.

Section 33.2. In the event of a vacating of a full-time firefighter/paramedic position by resignation, termination, death, disability or promotion out of the bargaining unit, no new part-time employees shall be hired that causes the part-time personnel to exceed fifty six(56), for a total of seventy-seven (77) full-time firefighter/paramedics, lieutenants, Captains and part-time Firefighters.

ARTICLE 34 **MISCELLANEOUS**

Section 34.1. Insurance: The City shall maintain in effect all liability coverage on employees including coverage on malpractice claims that may arise from the performance of an employee's duties for the Department.

Section 34.2. Comp Time: Forty (40) hours per week employees shall continue to be eligible for comp time in lieu of overtime consistent with existing departmental policy.

Section 34.3. Holidays and Pro Days: Forty (40) hours per week employees shall not be entitled to EDO's but shall remain entitled to eight (8) paid holidays and five (5) personal leave days currently provided to other employees of the City.

Section 34.4. Leap Year: If a 24/48 schedule is implemented, the following shall apply: In order to equally share the impact on scheduling that occurs as a result of a "leap year," on February 29, each platoon shall be scheduled to work an eight (8) hour shift at straight time or overtime rates as applicable. Any time worked during that 24-hour period in excess of eight (8) hours shall be compensated at overtime rates.

Section 34.5. Bargaining unit member shift will start at 0600 hours.

ARTICLE 35 **SENIORITY**

Section 35.1. Upon the execution of this Agreement, "Seniority", as that term is used in this Agreement, is defined as an employee's continuous service with the Fire Department as a full-time regular employee to be computed from the employee's last date of hire. Absent a specific grant in this Agreement, the retention of seniority during layoff or leave of absence does not automatically entitle an employee to receive benefits provided to those on the active payroll. Employees whose date of hire is the same will have their seniority determined by their placement on the then applicable eligibility list.

Section 35.2. An employee's seniority shall cease and the employee's employment terminated upon any of the following:

1. Resignation or "Quit";
2. Termination;
3. Retirement (years of service and/or retirement disability);
4. Layoff in excess of eighteen (18) months;
5. Absence from work (resulting from City work-related injury or illness compensated by workers' compensation) in excess of accrued paid leave or eighteen (18) months whichever is longer;
6. Absence from work (resulting from non-City work-related injury or illness or FMLA approved reason) in excess of accrued paid leave or six (6) months whichever is longer.

Section 35.3. Employees shall continue to be eligible for health insurance coverage as follows:

1. After resignation or quit – as determined by COBRA;
2. During layoff for a period of ninety (90) days after which as determined by COBRA;
3. During military leave in excess of thirty-one (31) days – as determined by COBRA and USERRA;

4. During absence from work (resulting from City work-related injury or illness compensated by workers' compensation) for a maximum of twelve (12) months.
5. Absence from work (resulting from non-City work-related injury or illness or FMLA approved reason) for a maximum of accrued paid leave or twelve (12) weeks, whichever is longer.

ARTICLE 36 **LAYOFFS**

Section 36.1. Bargaining unit employees may be laid off only for lack of work, lack of funds or abolishment of a position. Said layoff shall take effect only after being given thirty (30) days prior written notice.

Section 36.2. In the event of a layoff situation, bargaining unit employees will be laid off in accordance with their seniority (last hired, first laid off). Layoffs shall be made in accordance with Article 2, Section Q, of the Trotwood Personnel Manual dated August 2012.

Section 36.3. A bargaining unit employee who is laid off shall be subject to recall from layoff provided the employee is qualified to perform the job and holds all required certifications.

Section 36.4. A recall from layoff will be based upon seniority (last laid off, first recalled) with no new full-time or part-time employees hired until all eligible employees have been offered a recall from layoff. Newly created positions in the Fire and Rescue Division which are included in the bargaining unit shall not be filled until eligible employees who qualify for the position are offered a recall from layoff.

ARTICLE 37 **PROBATIONARY PERIOD**

Section 37.1. New employees and newly promoted employees shall serve a probationary period of one (1) year from their date of full-time hire. An employee serving their initial probationary period shall not be entitled, during the employee's probationary period, to the processing of grievances. The City, with consent of the Union, may extend an employee's probationary period for up to an additional six (6) months.

ARTICLE 38 **EMERGENCY**

Section 38.1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Sheriff, City Manager, Mayor, City Council, or the Federal or State Legislature resulting from situations such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. Selected work rules and/or agreements and practices relating the assignment of employees.

Section 38.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement, the grievance shall proceed from the point in the grievance procedure to which they, the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 39
PREEMPTION OF STATUTORY PROVISIONS

Section 39.1. In accordance with Ohio Revised Code Section 4117.10 provisions in this Agreement relating to wages, hours and terms and conditions of employment for employees covered herein shall pre-empt all otherwise applicable state or local laws including but not limited to: (a) injury and disability leave under the Ohio Administrative Code; (b) seniority, job posting, vacation and holidays, layoff/recall, sick leave and probationary periods under R.C. Chapter 124; (c) hours of work and overtime under R.C. Chapter 4111; (d) civil service provisions under Trotwood Civil Service Rules and Regulations.

ARTICLE 40
COMPUTER ACCESS

Section 40.1. The City's internet policy shall be applicable to all employees.

ARTICLE 41
PHYSICAL FITNESS INCENTIVE

Section 41.1. Non-probationary employees who participate in the Voluntary Physical Fitness Training Program and successfully meet the standards of that program shall receive a physical fitness incentive bonus pursuant to this article. Fitness standards shall be related to fire service.

Management will pay the physical fitness incentive to each employee who has achieved their physical fitness level certification from the Fire Chief or designee by June 1st of each calendar year. The incentive shall be paid in the first pay period after July 1st of each calendar year.

The physical fitness incentive shall be paid according to the following schedule:

Level One	\$ 50
Level Two	\$150
Level Three	\$250

The incentive shall be paid in the first pay period after July 1 of each calendar year.

ARTICLE 42
PRINTING AND SUPPLYING AGREEMENT

Section 42.1. The City shall print and provide the Union with five (5) copies of this Agreement, along with supporting city documents (i.e. referenced General Orders, Employee Handbook sections). The City shall also provide the Union and all bargaining unit Fire Department members a copy of electronically of the printed version with supporting City documents

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ARTICLE 43
EXECUTION


Section 43. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

IAFF LOCAL 4024:

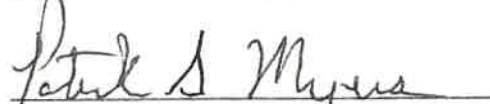
FOR THE CITY OF TROTWOOD:


Seth Haley, President



Stephanie Kellum, Deputy City Manager

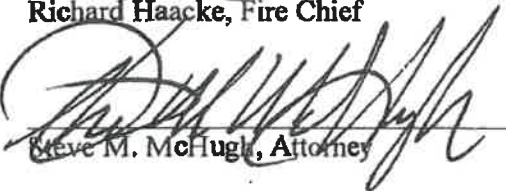

Marcus Roll, Bargaining Team Member


Chris Peeples, Finance Director


Patrick Meyers, Bargaining Team Member


Richard Haacke, Fire Chief


Jacob Mitchem, Bargaining Team Member


Steve M. McHugh, Attorney

Dated: 11/27/2024

Dated: _____