

RECORD OF ORDINANCES

Ordinance No. 3796

Passed: March 11, 2025

AN ORDINANCE PROVIDING FOR PERSONNEL CLASSIFICATION, RATES OF PAY, BENEFITS, WORK RULES, AND WORKING CONDITIONS FOR CERTAIN POSITIONS IN THE FIRE DEPARTMENT OF THE CITY OF WEST CARROLLTON, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE WEST CARROLLTON PROFESSIONAL FIREFIGHTERS, AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 5381, AFL-CIO ("IAFF") REPRESENTING SAID EMPLOYEES AND REPEALING PORTIONS OF ANY OTHER ORDINANCES IN CONFLICT HEREWITH AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 4117.03 specifies the rights of public employees in the State of Ohio to collectively bargain to determine wages, hours, terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement and enter into collective bargaining agreements; and

WHEREAS, the full-time employees in the West Carrollton Fire Department petitioned to organize and to collectively bargain as the West Carrollton Professional Firefighters, International Association of Firefighters Local 5381, AFL-CIO; and

WHEREAS, the City of West Carrollton and the IAFF collective bargaining teams met on several occasions to discuss interests and solutions, while maintaining a professional and collaborative decorum; and

WHEREAS, the parties have reached a tentative collective bargaining agreement including all issues relating to wages, hours, terms and other conditions of employment, and a copy of said agreement is attached hereto by reference; and

WHEREAS, the terms of the collective bargaining agreement are generally comparable to the current provisions that are provided to full-time employees in the Fire Department, to other employee work groups at the City of West Carrollton, and are generally comparable to provisions regarding wages, hours, terms and other conditions of employment at other peer fire departments in and around the Dayton Metropolitan Area; and

WHEREAS, Section 5.01 of the West Carrollton City Charter on Action Requiring an Ordinance specifies the power of the City Council to adopt or amend an administrative code by Ordinance; and

WHEREAS, Section 6.02 of the West Carrollton City Charter on Duties of the City Manager authorizes the City Manager to sign all contracts and such action requires authorization by the West Carrollton City Council; and

WHEREAS, if it is the desire of the City Council to authorize the City Manager to execute a collective bargaining agreement with the IAFF, it is necessary for the efficient and unambiguous administration of the organization's business to repeal any portions of other ordinances that may be in conflict with the collective bargaining agreement; and

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WHEREAS, it is necessary to adopt this Ordinance with an emergency measure to provide adequate compensation for certain employees in the Fire Department of the City of West Carrollton, and to approve certain terms of a contract entered into between the City of West Carrollton and the IAFF effective January 1, 2025, and for the preservation of the public health, safety, and welfare of the citizens of West Carrollton.

NOW, THEREFORE, THE MUNICIPALITY OF WEST CARROLLTON, OHIO, HEREBY ORDAINS:

Section 1: Personnel Classification, Rates of Pay, Benefits, Work Rules, and Working Conditions: The personnel classifications, rates of pay, benefits, work rules, and working conditions described in the Agreement, attached hereto and incorporated herein, are hereby authorized and adopted.

Section 2: Agreement Authorization: The City Manager is hereby authorized to enter into and to execute the Agreement on behalf of the City of West Carrollton with the West Carrollton Professional Firefighters, and International Association of Firefighters, Local 5381, AFL-CIO ("IAFF") representing said employees in the West Carrollton, Ohio, Fire Department. A copy of the Agreement is attached hereto and made a part of this Ordinance by reference.

Section 3: Previous Ordinances: Portions of any other ordinances in conflict herewith, are hereby repealed.

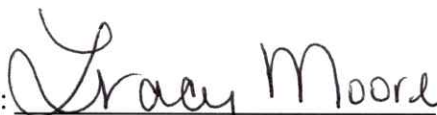
Section 4: This Ordinance is declared to be an emergency measure for the reason that it is necessary to provide adequate compensation for certain employees in the Fire Department of the City of West Carrollton, and to approve certain terms of a contract entered into between the City of West Carrollton and the IAFF effective January 1, 2025, and for these reasons it is necessary for the preservation of the public health, safety, and welfare of the citizens of West Carrollton; therefore, this Ordinance shall become effective from and after the date of its passage, the earliest period allowed by law.

Section 5. It is hereby found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that any and all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including but not limited to Section 121.22 of the Ohio Revised Code.

Passed: March 11, 2025



Mayor

Attest: 

Clerk of Council

Effective Date: March 11, 2025

Preamble

Section 1: This Agreement is entered into between City of West Carrollton Ohio (Employer) and the West Carrollton Professional Firefighters, and International Association of Fire Fighters, Local 5381, AFL-CIO (the "Union")

Section 2: The Employer and the Union recognize the need to provide efficient service to the public and to maintain the quality of service. Further, both parties agree to the need for establishing and maintaining a sound labor-management relationship and mutually agree to continue working toward this goal. Each side has been afforded the opportunity to put forth all its proposals and to bargain in good faith and both parties agree that this Agreement expresses the results of their negotiations.

Section 3: Should any part of this agreement be held invalid by operation of law or by any tribunal of competent jurisdiction, or should compliance with or enforcement of any part of this agreement be restrained by any such tribunal pending a final determination as to its validity, such invalidation or temporary restraint shall not invalidate or affect the remaining portions hereof. In the event of invalidation of any portion of this agreement by a tribunal of competent jurisdiction, and upon written request by either party, the parties to this agreement shall meet within thirty (30) days of receipt of a written request from either party to the other, in an attempt to modify the invalidated provisions by good faith negotiations.

Article 1 - Recognition

Section 1: The Employer hereby recognizes the IAFF, during the entire term of this Agreement, as the collective bargaining agent with respect to wages, hours, terms and other conditions of employment for the full-time Firefighter Paramedics and EMT's within the Fire Department of the City of West Carrollton as certified by the State Employment Relations Board in Case Number 2021-REP-04-0030, dated July 15, 2021.

Section 2: The Employer hereby recognizes the International Association of Fire Fighters, Local 5381, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

Section 3: All provisions of this agreement shall remain in full force until a successor agreement is negotiated, finalized by the parties and submitted to the State Employment Relations Board or until the IAFF no longer represents the bargaining unit.

Section 4: Unless otherwise stated in the specific article of this agreement, Days in this agreement shall mean Days of the week, excluding weekends and city recognized holidays.

Article 2 - Non-Discrimination

Section 1: The provisions of this Agreement in accordance with applicable Federal and State Laws shall be applied equally to all employees without discrimination as to sex, marital status, race, color, creed, national origin, age, religion, disability or political affiliation, governed only by the limitation of the law regarding bona fide occupational qualifications. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 2: No supervisor or management representative of the Employer shall discriminate against any employee because he or she has formed, joined or chosen to be represented by the Union or because he or she has given testimony or taken part in any grievance procedure or other hearings, negotiations or conferences as part of the Union recognized under the terms of this Agreement.

Article 3 - Dues Deduction

Section 1: Upon presentation of a written deduction authorization signed by an employee, the Employer agrees to deduct the dues, initiation fees, and assessments of members of the Union from the available wages earned by such employee and to transmit the same to an account designated by the Union each month. Such authorization must be forwarded to the Finance Director within thirty (30) days prior to the effective date. This authorization will terminate immediately following the Employer's receipt of such Employee's written notice to cancel the deduction of the Union dues from such employee's paycheck. Should an employee terminate their payroll deduction, the employee shall not be permitted to reinstitute it for a period of sixty (60) days. Withdrawals will occur in the first pay period of each month. If an employee does not have adequate funds in their check to cover the dues it will be deducted from their next paycheck.

Section 2: The Union will certify the amount to be deducted from each employee's Paycheck under Section 1 above and the Employer will be entitled to rely upon the accuracy of such certification and will not be liable to any employee by reason of any error in such certification. The Union must indemnify and save harmless the Employer from and against any claim or demand brought or asserted by any employee by reason of the Employer deducting from such employee's paycheck the amount certified by the Union under the provisions in this Article.

Section 3: Service Fee - Employees who do not join the Union may 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, 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 Employer by the parties entering into the agreement. Service fee payment to the union shall be as outlined in this article.

Article 4 - Management Rights

Section 1: The Union and Employer agree that all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of this agreement are subject to collective bargaining between the Employer and Union as outlined in ORC 4117.08, except where otherwise herein specified.

Section 2: The exercise by the Employer of, or its waiver of, or its failure to exercise, its full rights of management on any matter or occasion shall not be precedent or binding on the Employer, nor the subject or basis of any grievance.

Section 3: The Employer will have the right to, in connection with its function of maintaining discipline and directing the workforce, publish and amend reasonable Rules of Conduct and department policy. The Union will receive notification of a modification to work rules at least seven (7) days prior their effective date, except in emergency situations where delay may affect the health and safety of the members.

Section 4: Except to the extent expressly modified by a specific provision of this Agreement, the City reserves and retains all of its statutory and common law rights of authority to manage the operation of the Fire Department of the City of West Carrollton as such rights existed prior to the execution of this or any previous agreement with the labor union. The sole and exclusive rights of the City which are not abridged by this Agreement, shall include, but are not limited to the establishing or continuing of policies, practices or procedures for the conduct of the Fire Department, the direction of its affairs and working forces, the maintaining of discipline and efficiency of employees; to promote or demote employees for just cause; and otherwise take such measures as the City may determine to be necessary

for the orderly and efficient operation of the Fire Department for the City of West Carrollton, Ohio, provided that Union members shall not be discriminated against.

Nothing impairs the right and responsibility of the City to:

- (1) Determine the matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the City, standards of service, its overall budget, utilization of technology, and organizational structure;
- (2) Direct, supervise, evaluate or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, demote or discharge for just cause; or layoff, transfer, assign, schedule, promote or retrain employees;
- (6) Determine the adequacy of the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force;
- (9) Take action to carry out the mission of the public employer as a governmental unit; and
- (10) Maintain a drug and/or controlled substance random testing program.

This section is not a waiver of the City's right to refuse to bargain about any right of management contained in §4117.08(C), Ohio Revised Code, except to the extent that right is expressly modified elsewhere in this Agreement.

Article 5 - Union Business

Section 1: The Union shall supply the Employer with a list containing the names of all Union officials and representatives.

Section 2: All union business shall be conducted outside of paid working hours unless specifically provided for in this Agreement.

Section 3: Union members shall have the right to vote on, tentative contract agreements, fact-finders reports and any other general union business while on duty. Union Negotiation Committee members shall be allowed to participate in the bargaining meetings with the City while the employees are on duty, although if the employees are needed to respond to a call, they must do so. Employees who participate in the process on off days will not be compensated.

Section 4: The Employer agrees to allow the Union to conduct its monthly business meetings, executive board meetings and or special meetings in the evenings, Employer facilities, provided the appropriate facilities have not previously been reserved for other purposes, or such other time as may be mutually agreed. On-Duty personnel will be allowed to attend up to one such meeting per month, provided that attendance does not interfere with the efficiency and operation of the Department at the discretion of the Chief or his designee. Notice of such meeting must be provided to the Chief at least seven days prior to the meeting.

Section 5: The Union shall be permitted to maintain, at each station house, one bulletin board to be used exclusively for union business. The Union will provide the Chief a copy of any notice at least 24 hours before it is posted. No material derogatory to the City, its employees, officers, or elected officials, no inflammatory material, no material concerning political candidates will be permitted.

Article 6 - Probation

Section 1: New Hires – New employees and those promoted from part time status to full time status shall serve a probationary period of one year (365 days) from time of appointment to the Employer. If absences exceed thirty (30) days, the period will automatically be extended for a period of time equal to all periods of absence during probation. The probationary period may be extended for a period not to exceed an additional six (6) months upon mutual agreement between the employee and the City. During that time, or during an extension of probation, the City may discipline or discharge the probationary employee, and the action will not be subject to the grievance or arbitration procedure or any other review.

Article 7 - Seniority

Section 1: "Seniority" shall be computed on the bases of uninterrupted length of continuous Full time service with the West Carrollton Fire Department. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Article 8 - Discipline and Discharge

Section 1: Employees who have completed their probationary period may be discharged, suspended, demoted or otherwise disciplined for just cause, but not without just cause. The City shall follow the principles of progressive discipline, whenever appropriate. Certain actions by their nature may be severe enough, however, to justify deviating from progressive disciplinary principles. Forms of disciplinary action may include:

- A. Documented verbal reprimand.
- B. Written reprimand.
- C. Suspension without pay.
- D. Discharge from employment.

Section 2: Whenever the Employer determines that an employee may be disciplined for just cause that could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct.

The employee may choose to:

1. Appear at the hearing to present oral or written statements in his or her defense
2. Appear at the hearing and have an employee or non-employee representative of the Union present oral or written statements in his or her defense
3. Elect in writing to waive the opportunity to have a pre-disciplinary hearing

Section 3: In the event of a pre-disciplinary hearing, the employee shall receive at least forty eight (48) hours advance written notice of all charges, a copy of the Departmental Complaint Report, as well as advance notice as to the hearing date and time. At the hearing, the charged employee will be allowed to call witnesses material to the employee's defense. An employee may grieve the imposition of discipline directly to Step 3 of the grievance procedure, provided such is filed within fourteen (14) days of the employee's receipt of the notice of disciplinary action. Should the employee representative not be available to attend the hearing at the time set by the city, the union may request a different time and date but in no event shall the date be more than five (5) days after the originally-proposed date, unless agreed upon by both parties.

Section 4: Disciplinary action may be appealed through the grievance and arbitration procedure.

Section 5: Last Chance Agreements – No employee shall be permitted to enter into a last chance agreement with the Employer without the union being notified. Once the union is notified and a draft of the agreement given to the union, the union shall have up to seventy two (72) hours to review the agreement with their union representative and or legal counsel. This does not include weekends or holidays.

Article 9 - Grievance and Arbitration Procedure

Section 1: The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a violation of this Agreement, work rules or an allegation that discipline has not been for just cause.

Section 2: Disciplinary matters must be brought pursuant to this Grievance Procedure before any appeal to any court or outside agency.

Section 3: Grievances will be settled at the earliest possible step of the procedure. The employee must proceed through all steps of the grievance procedure in proper order and within the prescribed time limits, except as otherwise noted.

Step 1 – Immediate Supervisor. Any employee, group of employees, local 5381 as a whole or IAFF representative having a grievance shall present his or her grievance in writing to their immediate supervisor, so long as that supervisor is not a bargaining unit member. If there is no such supervisor, the grievance shall proceed to the next step. In order for the grievance to be recognized, it must be presented within fourteen (14) calendar days from the date of the incident or when the employee knew or should have known of the incident giving rise to the grievance took place, if due diligence had been used. In no case may a grievance be filed more than thirty (30) days after the occurrence. Within ten (10) calendar days from the date the employee first presented his or her complaint, the supervisor will attempt to resolve the matter or provide a written response to the grievance.

Step 2 – Chief. If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance in writing to the Chief within ten (10) calendar days of the date of the reply was received or was due to

be received in Step 1. The Chief or his/her designee will meet with the grievant and his/her representative(s) and otherwise attempt to resolve the matter within ten (10) calendar days of receipt of the grievance. The Chief after review and investigation of all matters of fact relative to the grievance shall issue a decision on the grievance within ten (10) calendar days following the meeting.

Step 3 – City Manager. Where the grievant is not satisfied with the Step 2 response, the aggrieved may submit the grievance in writing to the City Manager within ten (10) calendar days of the date of receipt of the Step 2 answer or the date the answer was due to be received. The City Manager or designee will review the grievance and all responses within twenty (20) calendar days following the date he or she received the grievance and shall determine whether the grievance should be denied or upheld.

Discipline not involving loss of pay may be grieved through Step 3 of the Grievance Procedure, but may not be taken to arbitration.

If the City fails to answer in the time provided, the grievance may be advanced to the next Step by the Union. If a grievance is not filed or appealed within the time provided, it shall be considered withdrawn.

Section 4: Arbitration. When the grievant is unsatisfied, the matter may be taken to arbitration by informing the employer within fourteen (14) calendar days of the decision of the City Manager of the union's Intent to Arbitrate.

Section 5: An arbitrator shall be selected from a list of seven (7) arbitrators supplied from the State Employment Relations Board (SERB). Once the parties receive the list, The parties shall have seven (7) days to select an arbitrator. The parties may also mutually agree on an arbitrator in lieu of requesting a list from

SERB as stated in this section. Either party may once reject a panel and request a second panel prior to striking the arbitrators.

Section 6: The arbitrator has no authority to amend, modify, nullify, ignore, add to or subtract from the specific provisions of this agreement. They must only consider and make a decision with respect to the specific issue submitted to them by the parties. They have no authority to make a decision on any other issue not so submitted. To the extent that the arbitrator's decision is in accordance with the provisions of this Section, it will be final and binding on all parties.

Section 7: Where the arbitrator decides the issue in favor of one party, the losing party will pay the cost of the arbitrator. Where the arbitrator splits the decision in any way the parties will split the cost of the arbitrator.

Section 8: Mediation. The parties, prior to arbitration, may elect to attempt to settle the grievance through mediation. A mediator may be selected by mutual agreement from SERB or Federal Mediation and Conciliation Service (FMCS). During the time of mediation, all timelines shall pause.

Article 10 - No Strike-No Lockout

The Employer and the IAFF recognize that a work stoppage of any kind would create a clear and present danger to the health and safety of the public. This Agreement provides the machinery for the orderly resolution of grievances. Therefore, the Parties agree that:

Section 1: No Strike - The union shall not engage in a strike of any kind, work stoppage, slowdown or other concerted activity which would interrupt the operations or services of the City.

Section 2: No Lockout - During the life of this Agreement, the City shall not cause, permit, or engage in any lockout or otherwise prevent employees from performing their regularly assigned duties where an object is to bring pressure on the employees or an employee organization to compromise or capitulate to the City's terms regarding a labor relations dispute.

Article 11 - Labor Management Committee

Section 1: There shall be a Labor-Management Committee consisting of up to 3 representatives of the Union and up to 3 representatives of the Employer. The purpose of the Committee is to discuss matters of mutual concern.

Section 2: The Committee shall meet quarterly at mutually scheduled times, and at any other mutually scheduled times as deemed necessary.

Section 3: The members shall, 7 days in advance of a meeting, provide the other parties the agenda items they wish to discuss at the meeting.

Section 4: Representatives of the Union on the Committee shall be permitted to attend meetings on duty without loss of pay or benefits if such meeting is scheduled during an employee's on duty time. An on duty employee shall be available to answer calls. Off duty employees may attend at their discretion but will not be compensated for such attendance.

Section 5: Neither party will try to renegotiate this Agreement or attempt to make the Committee a substitute for the grievance and arbitration process.

Article 12 - Personnel Files

Section 1: Personnel files are considered public records in the Ohio Revised Code. Bargaining unit members shall have access to their personnel files.

Section 2: Every bargaining unit member shall be allowed to review the contents of his personnel file at all reasonable times upon written request

Section 3: No information relating to alleged misconduct of an employee shall be placed in that employee's personnel file until it is proven or substantiated by a preponderance of the evidence. Until so proven or substantiated, such information regarding alleged misconduct shall be kept separate from the personnel file and shall remain confidential to the extent allowed by Ohio's Public Records Law.

Section 4: The City shall remove Documented Verbal Reprimands from an employee's personnel file after twelve (12) months, provided the employee has not received similar disciplinary action during the previous twelve (12) months. The City shall remove Written Reprimands from an employee's personnel file after twenty-four (24) months, provided the employee has not received similar disciplinary action during the previous twenty-four (24) months. The City shall remove records of suspensions from an employee's personnel file after thirty-six (36) months, provided the employee has not received similar disciplinary action during the previous thirty-six (36) months.

Article 13 - Limited Duty

Section 1: Service Connected Illness or Injury. In the event of service connected occupational illness or injury, as determined by the Industrial Commission, which is incurred in the course of and arising out of employment with the City of West Carrollton, leave of absence will be granted by the City Manager for up to twenty-six (26) weeks; however, at the discretion of the City Manager, such leave may be extended for a period not to exceed an additional twenty-six (26) weeks upon the application of the injured employee, and certification by a medical care provider that such leave is necessary, and that it is likely that the employee will be able to return to work within the additional twenty-six (26) week period.

Injury leave will be denied when the injury has resulted from the employee's negligence or from horseplay. Payment hereunder shall be the difference between the benefits available under the Workers' Compensation Act and the employee's regular rate of pay based on a forty (40) hour week.

Section 2: Workers' Compensation. At the expiration of the injury leave granted, if the employee is still unable to return to work, the employee may use the employee's accumulated sick leave.

Section 3: Reinstatement. An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial Commission, shall be entitled to reinstatement at the grade and step of pay applicable at the time of reinstatement, upon approval of the employee's application to return to work. Such applications must be made within ninety (90) days following the date of the exhaustion of the employee's injury leave and sick leave.

Section 4: False Claim. The City reserves the right to withhold benefit payments or take disciplinary action up to and including discharge against any employee who is guilty of submitting a false claim of benefits covered in this Article or for working for another employer while on sick leave or injury leave and is physically capable of performing in the employee's assigned classification.

Section 5: Transitional Duty. Nothing in this Article shall be interpreted so as to limit the right of the City to assign an employee on injury leave to transitional duty upon receipt of satisfactory medical evidence that the employee is capable of performing transitional duty. The duties assigned to the employee are to be directly associated with the employee's regular classification. During such period of injury leave while the employee is performing transitional duty, the employee shall be paid the employee's regular rate of pay.

Section 6: Transitional Duty (non-work-related injury). The City has the right to assign an employee up to six (6) consecutive weeks, or 240 consecutive work hours, in a twelve (12) month period, to transitional duty in the event of an injury that is non-work-related. Prior to being assigned to transitional duty, and in order to qualify for this assignment, the employee must have exhausted all other leave types and have provided satisfactory medical evidence that the employee is capable of performing transitional duty. The duties assigned to the employee are to be directly associated with the employee's regular classification. While the employee is performing transitional duty, the employee shall be paid the employee's regular rate of pay. The City may terminate the employee's assignment to transitional duty at its discretion.

Article 14 - Trading Duty Time

Section 1: This Article governs those situations in which one employee voluntarily agrees to work the duty time of another employee (a shift trade or trade of shift). All employee decisions to substitute for one another must be made freely and without coercion.

Section 2: A voluntary trade request shall be submitted to the chief or their designee with a minimum of 24-hours notice prior to the shift date. Shift trades must be done with someone qualified to perform the job responsibilities.

Section 3: If a request for a voluntary trade is denied, the Chief or designated representative, will provide the involved employees a written explanation of the reasons for the denial.

Article 15 - Layoffs & Recall

Section 1: Layoffs. If it becomes necessary to lay off employees for any reason, the City Manager shall determine the classes of employment in which such layoff shall be made and the number to be laid off. Employees shall be laid off at the time and in the number specified by the City Manager.

In each classification the employees with the least department seniority shall be laid off first. Within each affected classification, all temporary employees will be laid off before any probationary, provisional or full-time employees, all provisional employees will be laid off before probationary or full-time employees and all probationary employees will be laid off before any full-time employees. Part-time employees will be removed from the classification before regular full-time employees unless the full-time employee elects to take a layoff instead.

In the event a bargaining unit member is laid off, he or she may, solely at the employee's discretion, receive full payment or partial payment, all accrued vacation and/or compensatory time, as provided in this Agreement in their final check.

Section 2: Recall. In the event of a layoff, the Employer shall maintain an active "recall list" for a period not to exceed eighteen (18) months or, if less, for the period of time the employee had continuously worked for the City on the effective date of the layoff. Whenever a vacancy occurs in a position for which laid off Employees are qualified, such Employees shall be recalled in accordance with their seniority in the reverse order that they were laid off, in accordance with the following provisions;

- A. Notice of recall shall be sent to the employees by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.
- B. The recalled employee shall have five (5) calendar days following the date of the receipt of the recall notice to notify the Employer of his or her intention to return to work and shall return to work on the date and time specified in the notice unless a different date and/or time is agreed to by the Employer. Any employee who does not exercise his or her right to recall within the allotted time shall forfeit any future recall rights.

Section 3: If after eighteen (18) months, or earlier as provided in this Article, the employee is not called back to work, they shall receive any all accrued time not received by the employee as allowed elsewhere in this Article.

Article 16 - Hours of Work / Overtime

Section 1: Schedule.

- A. Bargaining unit members will be assigned to either twenty-four (24) hours on and forty-eight (48) hours off shift schedule or a forty (40) hour work week. Employees assigned to 24/48 shift can be temporarily assigned to a 40-hour schedule for temporary training assignments, transitional work, or other reasons determined by the Fire Chief with no loss, no gain in pay or benefits.
- B. Employees assigned to the shift schedule will be paid overtime for all hours worked for all work required by the City outside the Employee's regular schedule.
- C. The following paid time off days shall count as hours worked when calculating and employees' hours worked in each payroll cycle: vacation leave, sick leave, personal leave, funeral/bereavement leave, jury duty, military leave, injury leave, comp time days used. EDOs shall not be considered hours worked.

Section 2: EDOs. In any 28-day work period during which an employee is scheduled to work ten (10) twenty-four (24) hour shifts, the Employee shall choose one (1) shift on which the Employee will not work ("EDO").

Each Employee must schedule their EDOs at the beginning of each year. For Employees hired during the course of a year, the Employer may schedule the EDO for the Employee. On or after November 15, EDO selections for the months of January through December will be determined by rank seniority for all employees who have submitted requests before that date, subject to the approval of the Chief. Any employee who fails to submit their request by that date, will have the employee's EDOs scheduled at the Chief's discretion.

An Employee transferred from one shift to another shall meet with the Fire Chief once the transfer has been announced to select their EDOs, subject to the approval of the Chief. EDO selection shall be based on available open days only.

Employees who are sick on their EDO cannot take sick leave for that day in order to bank or save EDO.

Employees are not permitted to work on a scheduled EDO and collect pay for hours worked unless approved by the Fire Chief due to staff shortages.

Section 3: Overtime. The City shall determine when overtime is needed at its discretion.

- A. Overtime shall be paid in accordance with The Fair Labor Standards Act (FLSA) on a 28 day work cycle. Any time worked in excess of 212 hours in the 28 day work cycle will be paid pursuant to (C) below.
- B. Overtime is earned at a rate of time-and-a-half calculated from the appropriate 53-hour pay rate. Overtime will accrue in fifteen (15) minute increments. There shall be no pyramiding of overtime, which means that hours worked and paid at an overtime premium for daily overtime will not also be compensated when the weekly calculation is performed (paid for twice) because the premium rate has already been calculated on a daily basis.
- C. Emergency recall/Call-In. If by the determination of the officer in charge there exists an emergency situation requiring the call-in of off-duty employees, These called-in employees shall be paid for a minimum of three (3) hours pay to be computed at their respective hourly rate.
- D. Filling of Overtime. The City will maintain an overtime notification list for each employee. The City will determine the need for overtime as soon

as possible and begin the notification process to fill the overtime in question. Overtime shall be filled as soon as practicable. The overtime list shall be reset starting the first pay period of the year.

For short notice shift work, when there is a vacancy with less than 12 hours' notice, management may fill it at its discretion.

Employees will be notified and will have at least fifteen (15) minutes to respond regarding their interest in accepting the overtime. It is the employee's responsibility to make sure their contact information is kept up to date.

If overtime is accepted but is later canceled by the employer, the employee will be placed back to their original place on the list.

During a recall situation, the procedure for offering overtime to the individuals with the fewest overtime hours worked and refused does not apply. Overtime hours worked on recall do not count as overtime hours worked under the procedure for offering overtime to Employees covered by this Agreement.

The City reserves the right to compel an employee to work overtime. In the event mandatory overtime becomes necessary, it shall first be given to the Employee who has worked the least number of overtime hours outside of the regular schedule (voluntary or mandatory). The City will use its best efforts to see that overtime is equalized annually.

If two Employees are tied with the least number of overtime hours worked, then the least senior Employee shall be mandated to work the overtime.

Except in an emergency situation, employees on the following leave will be considered ineligible to be ordered in: FMLA, sick leave, bereavement leave,

disciplinary suspension, personal leave, scheduled vacation, personal leave, and compensatory leave.

Employees on sick leave immediately prior to the overtime may not voluntarily accept, or be ordered-in for overtime, until they have worked their next regularly scheduled shift.

Mistakes in offering overtime will be corrected by offering the employee who was missed, the next available opportunity.

The employee cannot be mandated if it would cause them to work longer than 48 hours in a row, except in an emergency situation.

Section 4: Compensatory time. In lieu of overtime, an employee may elect to have overtime hours paid as compensatory (comp) time if the employee has worked two (2) or more hours of overtime.

- A. Comp time shall be calculated as one and a half hours of time for every overtime hour worked.
- B. Employees may accumulate up to forty-eight (48) hours of comp time. employees shall give 72 hours' notice prior to the use of comp time unless the time period is waived mutual agreement of the Parties. No reasonable request shall be denied.
- C. Requests for the use of Compensatory Time are limited to one request per pay period. full-time bargaining unit employees shall be permitted to request up to 24 hours of time per pay period
- D. Compensatory Time requests will not be approved if it is reasonably anticipated at the time of the request that the request will cause overtime to be incurred or if the needs of the service require that the request be denied. In the event that the needs of the service require

that the request be denied, the reason for such denial will be communicated to the employee. Once approved, Compensatory Time shall not be revoked unless the department declares an emergency.

- E. No Compensatory Time shall be approved to be used during the last two payroll periods of a given year.
- F. Any Compensatory Time accrued but unused after the timeframe allowable for use has expired, will have such accrued balance paid to the employee on or about the last payroll period of a given year. No Compensatory Time may be rolled over from one payroll year to the next.
- G. The City shall not mandate the use of the employees' accrued compensatory time.
- H. Compensatory Time shall be considered "hours worked" for overtime purposes.
- I. The Accrual of Compensatory Time shall be considered as "overtime hours worked" for the calculation of the Overtime Opportunity List.
- J. Compensatory Time may not be utilized in the same payroll period in which it is earned.

Article 17 - Wages and Compensation

Section 1: Wages shall be set by the following pay scale.

2025	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
Hourly	\$21.68	\$22.94	\$24.20	\$25.44	\$27.24	\$28.70	\$30.50

2026	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
Hourly	\$22.33	\$23.63	\$24.93	\$26.20	\$28.06	\$29.56	\$31.42

2027	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>	<u>Step G</u>
Hourly	\$23.00	\$24.34	\$25.68	\$26.99	\$28.90	\$30.45	\$32.36

Section 2: The City Manager, as the appointing authority, at their sole discretion may elect to hire any employee in the bargaining unit at the rate commensurate with their qualifications rather than the default starting rate but shall not be required to do so.

Section 3: Wage Increases (Outlined in pay scale in this article)

- A. Starting January 1, 2025 All bargaining unit employees shall have a hourly rate increase of five (5) percent.
- B. Starting January 1, 2026 All bargaining unit employees shall have a hourly rate increase of three (3) percent.
- C. Starting January 1, 2027 All bargaining unit employees shall have a hourly rate increase of three (3) percent.

Section 4: Officer In Charge (OIC) Compensation. When an employee acts in a higher position and is expected to bear all responsibilities associated with that position, he/she will be compensated five (5) percent above his/her current rate.

Article 18 - Insurance

Section 1: Medical Insurance. The City shall provide the same health and life insurance benefits at the same cost as it provides to all other City employees, including management employees and other bargaining units within the City. Should any group have lower costs or better benefits, those shall be automatically offered to the union.

Section 2: Death Coverage. Upon an employee's death any accumulated, unused, or otherwise unutilized compensatory time, shift differential, holidays, longevity, sick time, vacation time and wages accruing prior to death shall be paid to the designated beneficiary, or if no beneficiary is so designated, to the estate.

Article 19 - Holiday Pay

Section 1: Recognized Holidays.

1. New Year's Day
2. President's Day (third Monday in February)
3. Easter Sunday
4. Memorial Day
5. Juneteenth
6. Independence Day
7. Labor Day (first Monday in September)
8. Thanksgiving Day
9. Day After Thanksgiving
10. Christmas Eve
11. Christmas Day

Section 2: Non-Shifted Employees. Fire Department employees who work on the 40-hour shift schedule will have the recognized holidays off as scheduled by the Employer. Employees will be compensated at their regular hourly rate for eight (8) hours on the recognized holidays. When any of these days fall on Saturday, Sunday or a scheduled day off for the employee, the City Manager shall determine whether the preceding Friday, the following Monday, or which other day shall be observed as the holiday.

Section 3: Shifted Employees shall receive 12.0 hours straight time of pay for each holiday. Such payment shall be made in the pay period following completion of the 28-day work cycle. Shift employees who work a complete shift on a holiday will receive an additional 6.0 hours of straight time pay.

Pay will be in addition to the holiday pay of 12.0 hours of straight time provided in this section. Such payment shall be made no later than the pay period following completion of the 28-day work cycle

Section 4: Should the city add additional holidays in excess of the 11 that are recognized pursuant to this Article, the holidays shall be automatically added to this agreement.

Section 5: Employees that are ordered in or held over past shift change to work on a Holiday , shall be compensated at a rate of one-and-one half times their holiday pay rate for all hours actually worked on the holiday.

Article 20 - Vacation

Section 1: Fire Department employee vacation shall be accrued as outlined in the chart below. Employees shall continue to accumulate Vacation time while on any paid leave.

Length of Service	Total Vacation Hours per Pay
0-5	4.312
After 5	7.323
After 10	7.7546
After 15	8.6156
After 20	9.9078

Section 2: Selection. Senior employees have the right to choose their vacation time over the less senior employee. Less senior employees can be denied vacation hours if a senior employee wishes to choose the same day/time. Employees hired mid-year, shall have their vacation hours prorated to the first full week. Once a day is selected, it shall not be canceled for any reason unless voluntarily forfeited by the member.

Section 3: Vacation Carryover. An Employee may carryover a maximum equal to the amount stated below into the next payroll year. Maximum carryover is as follows:

0-5 years – 156.8 hours

After 5 years – 268.8 hours

After 10 years – 291.2 hours

After 15 years – 313.6 hours

After 20 years – 336 hours

Section 4: Payout.

- A. Each year, the City Manager may approve the payout of a portion of an employee's accumulated vacation pay. Any decision on vacation conversion by the City Manager shall be his/her exclusive management right subject to available appropriations and shall be final.

- B. An employee is entitled to compensation, at their current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to their credit at the time of separation. Vacation leave will not be granted on call-in, except in extenuating circumstances to be determined by the Fire Chief or designee.

Section 5: Sick while on vacation. Employees who are hospitalized while on vacation may be required to furnish a doctor's certificate for any time which is to be converted from vacation to sick leave. The decision to credit vacation time to sick time shall be at the sole discretion of the City Manager.

Section 6: Transfer of time. A regular full-time employee of the city, who was previously employed by a political subdivision, may claim credit for the service time recognized by such political subdivision for the purpose of granting vacation leave, provided that he or she is employed by the City of West Carrollton within one year of his or her separation from employment with such political subdivision.

To receive credit, the employee, within one year of the date of hire by the City of West Carrollton, must furnish a properly certified letter from the previous employer stating the length of service recognized by said employer for vacation purposes. Service time so certified shall be credited to the employee's record as of the date received by the City of West Carrollton. Service time recognized by the immediately preceding employer only will be honored by the City.

Section 7: Retirement/Resignation. At the time an employee has declared their retirement or resignation date in writing, the City shall pay out the employee's accumulated vacation pay in installments over a period which includes two (2) payroll years. Installment payments shall be at the discretion of the city manager based on available budget appropriations, and upon mutual agreement of the employee.

Article 21 - Sick Leave

Section 1: Accumulation. An employee in the service of the City shall accumulate sick leave at the rate of 6.462 hours per pay period. Sick leave shall be charged in multiples of one (1) hour. Sick leave for all employees shall be capped at 2100 hours. An employee who reaches the maximum accrual on sick leave hours will cease to accrue sick leave until their balance has dropped below the maximum allowable accumulation.

Section 2: Granting Sick Leave. An employee may use sick leave:

- A. In case of the employee's illness, injury, childbirth, or exposure to a contagious disease.
- B. For medical, dental or optical examination or treatment (such leave shall be limited to the actual hours necessary for such medical, dental or optical examination or treatment, including reasonable travel time).
- C. Illness or injury of a member of the immediate family residing in the household, or parent, of the employee, and which requires the employee's personal care and attendance.
- D. In case of illness or injury to a member of the employee's immediate family not residing in the employee's household, time off without pay, not to exceed five (5) days, may be granted.
- E. Enforced quarantine of the employee in accordance with community health standards.
- F. This Section shall be interpreted and applied in conformity with the provisions of the Family and Medical Leave Act.

Section 3: Sick Leave Application. To justify each use of sick leave, the employee will complete a sick leave usage form provided by the City. If the Employee has been absent from work for two or more consecutive shifts, the employee may be

required to submit a certificate from a licensed physician to be eligible for sick leave benefits. Management reserves the right to withhold benefit payments to any employee submitting a false claim, and may take disciplinary action, including discharge. Falsification of either the written signed statement or the physician's certificate are grounds for disciplinary action, including discharge.

Section 4: Reporting Absence. An employee who is unable to report to work shall notify the on-duty shift commander or other designated person at least one hour before the employee's time for reporting to work unless emergency conditions make such reporting impossible. Employees who learn earlier that they shall be unable to report to work will notify the on-duty shift commander or other designated person promptly, both to protect management and to protect fellow employees from late notification of mandatory overtime. Subsequent reporting beyond the first day of absence shall be determined at the discretion of the employee's immediate supervisor or other designated person.

Section 5: Conversion. Any accumulated and unused sick leave benefits existing at the time of an employee's retirement or death under the State Retirement System may be converted to cash payment as follows: for platoon shift employees, accumulated and unused sick days up to a maximum of 2100 hours converted at a rate of three (3) sick leave hours equal to one (1) cash payment hour up to a maximum payment of 700 hours.

Section 6: Sick Leave Transfer Within the City. An employee who transfers from this department to another department of the City shall be able to transfer the employee's accumulated sick leave to the new department at the appropriate 40-hour equivalent.

Section 7 Sick Leave Credit. An employee who has had prior service with another public agency may receive credit for all unused sick leave, up to 720 hours, earned

while in such service, provided he or she is employed by the City of West Carrollton within one (1) year of his/her separation from employment with such public agency. Only accumulated and unused sick leave recognized by the immediately preceding employer will be eligible for transfer to the City. The employee, within one (1) year of hire by the City, must furnish a properly certified letter from the previous employer stating the amount of sick leave so accumulated. Accumulated sick leave so certified shall be credited to the employee's record as of the date received by the City.

Section 8: Incentive. All regular full-time Platoon Shift Employees who has been employed with the city for a minimum of six (6) months and uses forty-eight (48) or less sick hours during the previous payroll year of any given year will be eligible for the following incentive:

- A. Any employee who has utilized forty-eight (48) or less hours of sick time will be awarded a cash incentive payment of \$150 no later than January 31 of the next year.
- B. Any employee who has utilized thirty-six (36) or less hours of sick time will be awarded a cash incentive payment of \$300 no later than January 31 of the next year.
- C. Any employee who has utilized twenty-four (24) or less hours of sick time will be awarded a cash incentive payment of \$500 no later than January 31 of the next year.
- D. Any employee who has perfect attendance for the year will receive twelve (12) extra personal leave hours in addition to the cash incentive payment of \$500. Both will be reflected no later than January 31 of the next year. Vacation leave and Personal leave will not count as missed work for the purposes of the attendance incentive.

Section 9. Disincentive. On the request for the 72nd hour of sick leave usage and for each subsequent sick leave request during the twelve (12) month payroll year, the Supervisor may counsel the employee regarding absenteeism. A written record of the counseling will be documented on a "Counseling Notice" Form and signed by the employee. Distribution of the record will be to the employee, and the employee's counseling file (original). Sick leave absences for which the employee provides a Doctor's note will not be included in the seventy-two (72) hours of sick leave usage for purposes of this section. If after formally counseling the employee, the Supervisor feels that the employee is continuing to experience excessive absenteeism, the Fire Chief may issue a "Letter of Reprimand" to the employee. The employee is to sign the document acknowledge receipt thereof. The original "Letter of Reprimand" will be placed in the employee's personnel file with a copy given to the employee. If after issuing the letter of reprimand and it is determined that the employee continues to abuse the sick leave policy, that employee may be subject to / progressively more disciplinary action up to and including termination.

Article 22 - Funeral/Bereavement Leave

Section 1: An employee shall be entitled to a maximum of Five (5) paid funeral leave days for 40 hour employees and Two (2) paid funeral leave days for 24/48 employees for each death in the employee's immediate family. For purposes of this article, the immediate family is defined as: spouse, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, daughter-in-law, and son-in-law. An employee shall be entitled to a maximum of three (3) paid funeral leave days for 40 hour employees and one (1) paid funeral leave days for 24/48 employees for each death of in the employee's extended family. For purposes of this article, the extended family is defined as: grandchild, grandparent, half-brother, half sister, legal guardian, or other members of the employee's family residing in the employee's household.

Section 2: Funeral leave days are not deducted from the employee's sick leave.

Section 3: An employee may use sick leave in addition to the paid funeral leave for the death of a family member where necessary to care for the needs of the family with approval from the City Manager.

Article 23 - Miscellaneous Leaves of Absence

Section 1: Personal Time. Each Shifted Employee shall receive forty eight (48) hours of Personal leave time per year. Non-shifted employees shall receive four (4) days per year. Request for leave must be submitted at least twenty-four (24) hours in advance of the intended day(s) off and the days off must be used in increments of two (2) hours. If the personal leave request is submitted with less than twenty-four (24) hours' notice and doesn't cause overtime, then the leave may be granted at the Chief's discretion. If overtime is caused by the leave request and the employee finds a volunteer to work, then the leave may be granted.

Section 2: Jury Duty. Employees shall promptly notify their department of their being served with a notice to perform jury duty or to appear as a witness at a hearing or trial. An employee will be paid his or her regular salary for appearing as a witness if work related. The aforesaid conditions shall not apply to an employee who is the plaintiff in a court action. The City will pay an employee called for jury duty any loss in regular straight time earnings, less any court pay for jury duty. When an employee is released from jury service, the employee shall contact the employee's on-duty supervisor for determination of the employee's work schedule for the remainder of the shift.

Section 3: Civil Matters. Employees will not ordinarily be paid for court appearances in civil matters. However, when the appearance of an employee in a civil action is at the request of the Employer or on behalf of the Employer in a matter in which the Employer is directly interested, or the testimony arises out of and is directly related to the performance of the employee's official duties, the employee, if on duty, shall be released from duty without loss of pay. If the employee, in such a case, is not on duty, he shall be paid for the time he is actually required to be at court at a rate of one-and-one-half rate, provided such time is in excess of their regularly scheduled hours, but in no event is less than three (3) hours' time to be paid at one and one-half times the regular rate of pay.

Section 4: Criminal or Administrative Matters. All employees who are required to appear on behalf of the employer in court for criminal proceedings or administrative hearings, when off duty, shall be credited with the actual time that they are required to be in court at a one-and-one-half rate. In no event will an employee receive less than three (3) hours of pay at a one and one-half time rate of pay. Court time will be considered "Hours Worked".

Section 5: Family and Medical Leave. The City will comply with the Family and Medical Leave Act of 1993, as amended.

Section 6: Military Leave. The Employer shall comply with all federal and state laws and requirements pertaining to military leave.

Section 7: Federal Pregnant Workers Fairness Act. The City will comply with the Federal Pregnant Workers Fairness Act.

Section 8: Voting. Members who are on duty shall be given sufficient time off without pay to vote in local, state and federal elections. Employees may use available paid time off to cover such absences.

Article 24 - Training and Education

Section 1: Training Pay. Continuing Educational opportunities to meet recertification for each of the certification requirements for each of the certifications required by the employer, shall be made available to employees to maintain said certifications. Employees assigned to or approved by the Fire Chief or his Designee to attend training during working hours will be released from duty without loss of pay. Employees required to attend training during off-time shall be compensated at their overtime rate. Training hours are considered "Hours Worked".

Section 2: Tuition Reimbursement. The City will reimburse employees up to One Thousand Five Hundred (\$1,500) annually to cover cost incurred for books, fees, and tuition upon successful completion of courses that are job-related and taken in anticipation of receiving a degree if the course or courses have been pre-approved by the Chief and the City Manager prior to enrolling in the course or courses. Such reimbursement will not be approved if the funds are not available from the Department training budget or would result in other training being cancelled to pay for the course or courses.

If approved, the course or courses must be taken from an accredited or approved college, university, secondary school, technical institute, business institute or trade school and must be directly related to the employee's current position or a promotional position for which the employee is eligible. In order to receive reimbursement, the employee must pass the class.

An employee covered hereunder who terminates employment with the City within two (2) years after completing a course or courses under the tuition reimbursement program shall refund to the City on a pro-rated basis the money received for courses taken within two (2) years of the employee's termination date. The amount to be

refunded may be withheld from any termination pay due the employee. Employees whose services are terminated by the City involuntarily will not be required to make a refund.

Article 25 - Drugs and Drug Testing

Section 1: The City may require a Firefighter to undergo random testing for use of controlled substances and/or alcohol on a random basis. Such testing will be done using accepted and recognized procedures, including procedures to protect individual privacy.

Article 26 - Safety and Health

Section 1: The Employer and the Union shall cooperate fully to maintain a high standard of safety and health among employees.

Section 2: Employee responsibility. Employees are responsible for maintaining equipment and apparatus in good working condition. If any equipment is found to be in an unsafe condition, the employee is responsible for promptly reporting the problem to the employee's immediate supervisor. Employees are also responsible for using equipment in the proper manner and for using any safety devices or equipment furnished by Employer.

Section 3: The Employer will agree that blood tests for carbon monoxide poisoning will be provided upon request for any firefighter treated in a hospital for inhalation of an irrespirable atmosphere and the firefighter will be given a report of the test upon request.

Section 4: The Employer will provide at the City's expense, upon request, within a reasonable time, a test for any employee that through documentation has been exposed to a serious infectious disease, such as AIDS, meningitis, etc. while performing his duties as deemed necessary by medical personnel.

Section 5: Stations – All stations shall remain clean and in good working order. The Employer agrees to supply and make available all materials required in the day-to-day maintenance, upkeep and general living condition of all fire houses. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire houses.

Article 27 - Uniforms & Equipment

Section 1: The Employer shall furnish all uniforms required of employees, excluding underwear and socks. If an employee is promoted to a rank requiring changes in uniform, the Employer will furnish new uniforms and equipment required by the employee to perform employee's duties.

Section 2: Employee uniform, clothing, protective gear and equipment allotment shall be maintained and in good working order. Any items that are damaged in the course of performing their duties shall be replaced in a timely manner and at no cost to the employee

Section 3: All uniforms and equipment issued by the Employer are and shall remain the property of the Employer. Upon termination of employment of any bargaining unit Employee, all uniforms and equipment shall be returned to the Employer, allowing for reasonable wear and tear, prior to the issuance of any final compensation to the Employee.

Section 4: Uniforms shall be replaced on an "As needed" basis. The employee will notify the uniform officer of their needs and the purchases will be at the discretion of the uniform officer. Employees will use these uniforms and work-related equipment only for work-related purposes. In those cases where the employee has abused the uniforms by improper care, wearing them for non-work-related purposes, or by other means, the employee will be required to replace the uniform or equipment or parts thereof at their own expense.

Section 5: The Employer will make available at each station a commercial grade washing machine, dryer, and sufficient facilities so that Employees can launder uniforms, bathing towels, bed linens, etc. Structural firefighting gear shall not be cleaned by utilizing machines intended for station wear as well as living items. The Employer shall provide one (1) washing machine designed specifically for Structural Firefighting Gear.

Section 6: The Employer shall purchase required structural firefighting gear for all employees of the Fire Department. Structural firefighting gear will be repaired and replaced as needed.

Section 7: Upon retirement, Employees shall be permitted to keep their fire helmets, and metal badges without the replacement cost being deducted from any final pay or compensation due the Employees upon their separation.

Section 8: From time to time the department or union may design for charity or to draw awareness to a cause or event, special uniforms (e.g. cancer awareness shirts), that would be worn on duty. The authorization and final design approval would be solely at the chief discretion.

Article 28 - Duration

Section 1: This Agreement shall be effective through December 13, 2027 and for yearly periods thereafter, unless either party shall give the other written notice of its intention to terminate this Agreement not more than one hundred twenty (120) days and not less than thirty (30) days prior to the expiration date, or the end of any yearly extension period.

Section 2: This Agreement may be amended only by an instrument in writing signed by the City Manager or the City Manager's authorized representative and appropriate Union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working condition, benefit or past practice which is not covered or contained in this Agreement. Notwithstanding anything else in this Agreement, no act, omission, or event occurring before the initial effective date of this Agreement shall give rise to any rights or liabilities under this Agreement nor shall it be subject to arbitration.