

ORDINANCE NO. 13-22

AN ORDINANCE AUTHORIZING THE MAYOR AND SAFETY-SERVICE DIRECTOR TO ENTER INTO A LABOR CONTRACT WITH AFSCME, GROUPS 2 AND 3, AND DECLARING AN EMERGENCY.

WHEREAS, The City of Bellevue has previously contracted with the American Federation of State, County, and Municipal Employees, the labor union representing the Bellevue Municipal Employees; and

WHEREAS, the current contract expired April 30, 2022, and a new three-year contract has been negotiated by the Union and City officials, to be effective as of May 1, 2022, and to run through April 30, 2025, specifically with Group 2 and Group 3 employees of the deemed bargaining unit, to-wit, said groups including all City Fire Fighters and Lieutenants, which are covered by the previous AFSCME Group 2 and Group 3 contract;

NOW, THEREFORE, BE IT ORDAINED By the Council of the City of Bellevue, Huron, Sandusky and Erie Counties, Ohio:

SECTION 1: That the Council of the City of Bellevue hereby authorizes the Mayor and the Safety-Service Director to enter into the new labor contract attached hereto and incorporated herein as though fully set forth and to sign the same on behalf of the City.

SECTION 2: The City Auditor is hereby authorized and directed to make payments to the employees covered by this contract and to draw his warrant or warrants and take any other actions necessary or appropriate to comply with the new agreement.

SECTION 3: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the City of Bellevue, and for the further specific reason that the new contract is set to take effect retroactively as of May 1, 2022, and the parties desire to enter into the new contract as soon as possible for this to take place.

WHEREFORE, this Ordinance shall go into full force and effect immediately upon its passage by Council and approval by the Mayor.

DATE: 6/27/22



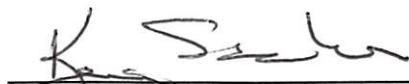
RONALD SMITH
PRESIDENT OF COUNCIL

ATTEST:

APPROVED:



RHONDA R. SOPER
CLERK OF COUNCIL



KEVIN G. STRECKER
MAYOR

**AGREEMENT BETWEEN THE
CITY OF BELLEVUE
AND
AFSCME LOCAL 2571
GROUP 2 FIREFIGHTERS
GROUP 3 LIEUTENANTS**

**May 1, 2022
through
April 30, 2025**

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ARTICLE 1
PREAMBLE AND PURPOSE

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

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

ARTICLE 2
UNION RECOGNITION/REPRESENTATION

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

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

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

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

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

SECTION 5. If in the event the parties are unable to reach any such mutual agreements, the parties shall submit any such dispute in the following manner: Disputes concerning whether a new position is subject to negotiations between the Union and the City shall be submitted to and resolved by the State

Employment Relations Board; disputes concerning the appropriate hours, wages, benefits, terms and conditions of employment concerning any such new positions shall thereafter be submitted to and resolved by binding arbitration under this Agreement.

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

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

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

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

SECTION 10. The Employer and the Union agree to work together for the mutual benefit of the employees, the residents, the Employer and the Union. The Employer and the Union shall establish a labor-management cooperation committee (hereinafter referred to as "the LMC") with the following general purposes and objectives:

- A. To improve communication between representatives of labor and management;
- B. To provide workers and employers with opportunities to study and explore new and innovative joint approaches to achieving organizational effectiveness;
- C. To assist workers and employer in resolving issues of mutual concern not susceptible to resolution within the collective bargaining agreement;
- D. To enhance the involvement of workers in making decisions that affect their working lives;
- E. To expand and improve working relationships between employees and their employer.

The parties agree to meet and discuss issues of concern and importance to each consistent with the foregoing enumerated LMC purposes and objective. The LMC will consider matters affecting labor management relations between the parties and seek to recommend measures to improve such relations; provided, however, the LM shall not engage in negotiations nor collective bargaining process.

Such LMC meetings will occur as requested by either party, with a goal to meet quarterly, and then scheduled by mutual agreement. The Party requesting the LMC meeting shall submit a written agenda at

the time the request is made and the other Party may submit items for discussion that will be included in the final written agenda. At a minimum, the agenda will support strategic initiatives undertaken by any statewide labor management committee of the Employer or the Union that the parties belong to.

Each party shall designate the number and names of its representative(s) to the LMC and the committee membership may vary from meeting to meeting based on the agenda items or for other reasons, however, the LMC committee will consist of no more than 5 bargaining unit members, and 4 management representatives.

Committee members will be paid if they are scheduled to work at times of the LMC meeting and other Committee members may attend the LMC. Decisions made at the LMC meetings shall not be binding upon the Parties unless they are reduced to writing and signed by the parties.

The LMC committee shall not have the authority to alter the terms of this Agreement, nor have the authority to bargain, nor reach an agreement over any terms and conditions of employment. This section shall not be subject to the grievance and arbitration provisions of this Agreement.

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

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

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

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

SECTION 15. The Employer and the Union agree that membership in the Union is available to all employees in the bargaining unit.

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

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

A. Payroll deduction authorization shall be on a form provided by the Union and approved by the Employer.

B. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of

the provision of this section and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising out of deductions made by the Employer hereunder. Once the funds are remitted to the Union their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

- C. The Employer shall be relieved from making such check-off deduction upon (a) termination of employment, or (b) transfer to a job not covered by the bargaining unit, or (c) lay-off from work or (d) an agreed leave of absence and/or revocation of the check-off in accordance to the Union's Check-off Agreement.
- D. The Employer shall not be obligated to make dues deductions of any kind from an employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.
- E. It is agreed that neither the employees nor the Union shall have any claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer, in writing, within 90 days after such error is claimed to have been occurred. If such an error is found, it will be corrected at the next pay period in which Union dues will normally be made. Payroll collection of dues shall be authorized for the exclusive Bargaining Agent only and for no other organization attempting to represent the employees within the bargaining unit as herein determined.
- F. One-month advance notice shall be given the payroll clerk and City Auditor prior to making any changes in the individual's dues deduction. The Employer agrees to furnish the Union a warrant in the aggregate amount of the deductions.
- G. Deductions provided for in this Section shall be made during one pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction at the next dues deduction period if the dues deductions do not exceed the total of two months regular dues. Each eligible employee's written, authorization for, dues deduction shall be honored by the Employer for the duration of this agreement and/or the term of recognition of the Union.
- H. Union Membership Revocation/Maintenance of Membership: Employees who are members of the union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

All dues' deductions shall be deposited via electronic ACH transfer payment into the commercial bank account of Ohio Council 8, AFSCME, AFL-CIO no later than fifteen (15) days following the end of the pay period in which the deduction is made. The Union shall provide the Employer with authorization to make deposits into the financial institution utilized by the Union along with the routing number and account number of the Union's account. It is the Union's responsibility to notify the

Employer in writing of any change to the Union's account information.

Additionally, the Employer shall email, with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to oc8dues@afscme8.org, subject line: Local 2571, Pay date --\--\--:

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

SECTION 19. NEW EMPLOYEE ORIENTATION. The Union shall have the opportunity to attend new employee orientation sessions conducted by the employer. The Employer shall provide notice at least ten (10) days prior to such sessions.

The Union shall have thirty (30) minutes during the session to explain contractual rights and introduce new employees to the Union.

In the event the Employer does not hold a formal orientation within thirty (30) days of the initial employment of an employee, the Union shall be provided with the name of the employee and his/her duty location and the Union shall have an opportunity to meet with the employee for thirty (30) minutes on duty time to explain contractual rights and introduce new employees to the Union.

ARTICLE 3 PLEDGE AGAINST DISCRIMINATION AND COERCION

SECTION 1. The provisions of the Agreement shall be applied equally to all applicants for employment, and the Employer and the Union agree that there shall be no discrimination against any employee on account of race, color, religion, sex, national origin, age, disability, gender identity, genetic information, military status, sexual orientation, political opinions or affiliation, union membership, or activity, or ancestry. The Employer further states and the Union approves that no such discrimination shall be practiced against any applicant for employment.

SECTION 2. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

SECTION 3. All references to employees in this Agreement shall designate both sexes, and wherever male or female gender is used it shall be construed to include both female and male employees.

SECTION 4. The Employer agrees not to interfere with the rights of employees within the bargaining unit to become or remain members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Employers representatives against any employee representative acting in an official capacity on behalf of the Union.

SECTION 5. There shall be no discrimination, interference, restraint, or coercion by the Union or its representative against any employee within the bargaining unit exercising the right to join or abstain from membership in the Union or participating in the Union.

SECTION 6. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

ARTICLE 4 PROGRESSIVE DISCIPLINARY PROCEDURE

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

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

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

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

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

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

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

SECTION 6. Oral and written reprimands will cease to have any force and effect and will be removed from the employee's personnel file eighteen months after the effective date of the last reprimand, providing there have been no intervening reprimands of a similar nature during the eighteen (18) month period.

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

ARTICLE 5 GRIEVANCE/ARBITRATION PROCEDURE

SECTION 1. All grievances shall be initiated by completion of a written grievance form, a copy of which is attached to this Agreement. The term grievance shall mean an allegation that there has been a breach, misinterpretation, or improper application of the specific provisions of this agreement.

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

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

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

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

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

Step 3. With mutual agreement, grievance mediation may be utilized by the parties after Step 3 of the Grievance Procedure is completed. Either party may request to mediate by forwarding a written request within fifteen (15) workdays following the Step 3 answer. If the City and the Union mutually agree to mediate, the timelines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within ten (10) workdays of the receipt of the request to

mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration contained in this collective bargaining agreement shall commence on the day the refusal notice is received.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 6 BREAKS DURING OVERTIME

When an employee works in excess of four (4) hours overtime contiguous to the regular shift, or when an employee has been called out for emergency overtime, which exceeds four (4) hours, the Employer shall grant a one-half (1/2) hour paid break. For each additional four (4)-hour period the employee works overtime, an additional one-half (1/2) hour paid break shall be granted. Where the work performed did not allow the break described herein to be taken, the affected Employees will receive the equivalent pay for the missed time break.

ARTICLE 7 WORK SCHEDULE

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

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

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

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

ARTICLE 8 LEAVES OF ABSENCE

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

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

SECTION 3. MILITARY LEAVE. When an employee takes a leave to fulfill his or her summer obligation for the Reserves or the National Guard or goes to summer camp, the Employer shall pay the employee his

normal rate of pay for work days missed and the employee shall remit to the Employer all pay received from the military for said missed days. In the event the Military pay exceeds the normal rate of pay, the employee has the option of taking the Military pay and waiving the payment set forth above.

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

SECTION 4. EDUCATION LEAVE

- A. Educational leave without pay may be granted to employees upon approval of the Safety-Service Director. Said leave shall not exceed six months.
- B. The Employer agrees that employees selected to attend work related educational classes, or schooling shall not lose time or pay for attending. The Employer shall equally distribute opportunities to attend such classes among qualified employees insofar as practical and subject to individual subjects of training.
- C. Upon returning for an approved education leave of absence, without pay the employee shall be given first preference on job vacancies or new positions in the classification she/he left. An employee on an unpaid education leave shall not accumulate seniority of benefits during the period of absence but shall retain previously accumulated seniority if s/he is reinstated following said leave. Provided, however, that where the leave was for work-related education, seniority will continue to accumulate.

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

SECTION 6. BEREAVEMENT LEAVE

- A. In the event a retired City employee or active employee dies, the Safety-Service Director may grant time off for City employees to attend the funeral.
- B. A regular employee who is absent from work due to a death in the employee's immediate family: father, mother, wife, husband, son, daughter, brother, sister, grandchild, grandparents, or spouse's mother, father, grandparent, shall be granted leave of absence for two (2) shifts with no loss in pay, for purposes of actually attending to funeral arrangements or to the needs of family members.
- C. A regular employee shall be granted a one (1) shift leave of absence, with no loss in pay for the bereavement of the employee, or the employee's spouse's brother-in-law, sister-in-law, brother, sister, son-in-law, daughter-in-law, aunt, uncle, niece, or nephew, step-parent, etc. where there is a close family relationship between the employee and the deceased relative in that category.

- D. In the event attendance at a funeral or other memorial service for which leave is provided above requires one-way travel in excess of one hundred and fifty (150) miles, an additional one (1) shift leave shall be granted with no loss of pay.
- E. Employees shall receive bereavement leave pay only for those days on which they would have otherwise been scheduled to work.
- F. While on bereavement leave, employees shall remain in active pay status for those bereavement days used.
- G. If additional leave is requested by the employee, it shall be deducted from the employee's accumulated sick leave, or accumulated vacation or personal leave days as requested. Said leave shall not be denied without just cause.

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

SECTION 8. PERSONAL LEAVE OF ABSENCE

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

SECTION 9. FAMILY AND MEDICAL LEAVES OF ABSENCE. Eligible bargaining unit employees shall be provided Family and Medical Leave and Military Family Leave in accordance with the Employer's policy currently in effect as hereafter amended in accordance with federal and state law.

In all cases where an employee qualified for the leave, the City reserves the right to require, and the employee shall be able to utilize all forms of paid leave provided under this Agreement prior to taking unpaid leave.

ARTICLE 9 SUPERVISORY EMPLOYEES

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

SECTION 2. The Fire Chief may, on an as-needed basis, and as agreed to by the parties in writing, perform

Bargaining Unit work.

ARTICLE 10 SENIORITY PROCEDURE

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

ARTICLE 11 POSTING AND BIDDING PROCEDURE

SECTION 1. When the Employer decides to fill a permanent position vacancy or newly created job in the bargaining unit, the open position shall be posted in the department where it occurs for five working days. Employees wishing to bid on the job will fill out a bid form and present it to the Office of the Safety-Service Director. The job shall be awarded to the most senior qualified employee having the basic qualifications in the department bidding. If no employee bids in the department, the job will be posted in all department of the bargaining unit for five working days and all employees shall have the right to bid on the job. The job will be awarded to the most senior qualified employee bidding having the basic qualifications.

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

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

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

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

SECTION 6. Employer shall replace current positions, currently three (3) employees at a fifty-three (53) hour work week, that become vacant through resignation, retirement or other reasons. Staffing of the fire department remains an on-going concern of the Employer; the parties recognize the best interests of the City are served by the further enhancement of fire department personnel in future years.

SECTION 7. Should there be no successful bidders when vacant permanent positions or newly- created jobs are posted in the City's Group One bargaining unit, members of bargaining unit Groups Two and Three, who have been laid off within the previous eighteen (18) months, shall be made aware of, and allowed to interview for those positions or newly-created jobs before the City offers those positions to any parties or persons outside of Group One.

ARTICLE 12 LAYOFF AND RECALL PROCEDURE

SECTION 1. If it becomes necessary due to lack of work or lack of funds to lay off employees, the Employer shall layoff and re-call employees by seniority. Seniority shall be the determining factor with part-time, seasonal or temporary employees in the affected classifications series being laid off first and full-time employees laid off in inverse order of their seniority. If, as a result of a lay-off or job abolishment, and employee who is laid off or whose job is abolished shall have the right to bump into any other appropriate position to which this seniority allows, providing the employee possess the basic qualifications for the position.

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

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

SECTION 4. The Union and those employees being laid-off shall receive a notice not less than thirty (30) days prior to any lay-off or job abolishment.

ARTICLE 13 MANAGEMENT RIGHTS

SECTION 1. Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to, unless limited herein:

- A. Hire, discharge, transfer, suspend, and discipline employees for just cause;
- B. Determine the number of employees required to be employed, laid off, or discharged;
- C. Determine the qualifications of employees covered by this Agreement;

- D. Determine the starting and quitting time and the number of hours to be worked by its employees;
- E. Make any and all rules and regulations;
- F. Determine the work assignments of its employees;
- G. Determine the basis for selection, retention, and promotion of employees to or from positions not within the bargaining unit established by this Agreement;
- H. Determine the type of equipment used and the sequence of work processes;
- I. Determine the making of technological alterations by revising either process or equipment, or both;
- J. Determine work standards and the quality and quantity of work to be produced;
- K. Select and locate buildings and other facilities;
- L. Establish, expand, transfer, and/or consolidate work processes and facilities;
- M. Consolidate, merge, or otherwise transfer, and/or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes, or work; and
- N. Terminate or eliminate all or any part of its work or facilities.

SECTION 2. In addition, the Union agrees that the all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of the Agreement, including but not limited to those rights enumerated in Ohio Revised Code Section 4117.08(C), are and shall remain exclusively those of the Employer.

SECTION 3. To the extent that any policies, procedures, or work rules implemented pursuant to the management rights provision violate the specific terms of this Agreement, they may be subject to the grievance procedure.

SECTION 4. SUBJECTS OF BARGAINING. The parties recognize that the Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms, and conditions of employment and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 14 EARNED PAY/BENEFITS

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

SECTION 2. Upon retirement, death, resignation, or non-disciplinary termination, full-time employees shall be paid for all accumulated, but unpaid sick leave. Such payment shall be made in accordance with the

applicable provisions of this agreement owed as of the last date of employment. In case of death, the above payment shall be made to the employee's estate.

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

ARTICLE 15 COMPENSATORY TIME

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

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

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

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

ARTICLE 16 REVIEW OF PERSONNEL FOLDER

SECTION 1. It is recognized by the parties that the Employer may prescribe regulations for custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer or his employees pursuant to law. However, to the extent that any records, papers, or other documents covering members of the bargaining unit are not legitimately considered unavailable to review by such members, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall advise the Employer or his designated representative. The Employer shall not be required to pay an employee or to lose that employee's service as a result of this activity, unless advance approval to examine the files during working hours has been obtained. The employee member may be accompanied by a Union Representative.

SECTION 2. If an employee, upon examining his personnel file, disputes the accuracy in those documents to which he has access, the employee may demand the Employer, in writing, to investigate the disputed information. The Employer, shall, within two (2) business days, after receiving the request from the employee, make an investigation and the disputed information, and shall notify the employee of the results of the investigation and the action they plan to take in respect to the disputed information.

SECTION 3. The parties understand and acknowledge that Ohio Revised Code 149.43 is applicable to the public inspection and copying of employee personnel files.

SECTION 4. Any request to have public records contained in the official personnel file destroyed must be made through the Records Retention Commission in conformance with the appropriate procedures.

ARTICLE 17 EMPLOYEE TRAINING

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

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

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

- A. Pertains directly to the employee's job;
- B. Attend an accredited course; and
- C. The course does not interfere unduly with the work schedule of the employee.

SECTION 4. Those employees who have an accredited Fire Service Associate's Degree and upon presentation of proof of completion to the Safety-Service Director shall be granted a one-time, one percent (1%) increase in base pay.

SECTION 5. Those employees with an Associate's Degree, who then obtain a Fire Service Bachelor's Degree, shall receive an additional one-half percent (.50%), one-time increase in base pay. Those employees who already possess a Bachelor's Degree at time of hire shall be granted a one-and-one-half percent (1.5%) increase in base pay.

SECTION 6. Employees will receive compensation for attending schools or seminars if and when such attendance is required by the City, State, or Federal regulations. Employees shall receive written notification no less than seven days prior to attendance unless such notice is not possible.

SECTION 7. Mileage reimbursement per this Article shall be not less than that which is permitted by the Internal Revenue Service.

ARTICLE 18
OUT-OF-TOWN WORK ASSIGNMENT

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

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

ARTICLE 19
LEGAL COUNSEL/INDEMNIFICATION

SECTION 1. LEGAL COUNSEL. The Employer agrees to retain legal counsel (and otherwise defend) on behalf of a bargaining unit member named in a civil suit filed in any state or federal court, naming the employee as a party Defendant (whether at the time of the initial filing or thereafter) as a result of conduct on the part of the employee that falls solely within the employee's job description.

SECTION 2. The Employer will not be obligated to retain legal counsel or otherwise defend on behalf of a bargaining unit member named in a civil suit filed in any state or federal court, naming the employee as a party Defendant (whether at the time of the initial filing or thereafter) as a result of conduct on the part of the employee that falls solely within any of the following:

- A. Conduct considered to be Malfeasance, i.e., an affirmative act that is an illegal or wrongful offense under the Ohio Revised Code or any municipal jurisdiction's parallel ordinance;
- B. Conduct considered fraudulent;
- C. Conduct considered reckless and a gross misapplication of the standards of reasonableness or otherwise acting knowing the reckless nature of the conduct;
- D. Conduct which disregards the safety or lives of others;
- E. Conduct that is so great it appears to be a conscious violation of other people's rights to safety;
- F. Conduct that is alleged to have violated a person's civil rights under the Ohio and United States Constitutions.

SECTION 3. Under no circumstances shall the City be obligated to provide legal counsel to an employee in defense of a criminal indictment or complaint where it is alleged that the conduct was beyond the scope of the employee's job description.

SECTION 4. CIVIL INDEMNIFICATION. The Employer agrees to indemnify a bargaining unit member from a civil judgment rendered against said member as the result of conduct on the part of the employee that falls solely within the employee's job description, but for civil matters initiated the State of Ohio, City of Bellevue or other public entity. The Employee will not be obligated to indemnify a bargaining unit member

from a civil judgment rendered against said member as the result of conduct on the part of the employee that falls outside the employee's job description or is defined by any of the following:

- A. Conduct considered to be Malfeasance, i.e., an affirmative act that is illegal or wrongful offense under the Ohio Revised Code or any municipal jurisdiction's parallel ordinance;
- B. Conduct considered fraudulent;
- C. Conduct considered reckless and a gross misapplication of the standards of reasonableness or otherwise acting knowing the reckless nature of the conduct;
- D. Conduct which disregards the safety or lives of others;
- E. Conduct that is so great it appears to be a conscious violation of other people's rights to safety;
- F. Conduct that is alleged to have violated a person's civil rights under the Ohio and United States Constitutions.

ARTICLE 20 SICK LEAVE PROCEDURE

SECTION 1. CREDITING OF SICK LEAVE

- A. Each employee shall be credited sick leave at 8 hours per pay period of active pay status to a maximum of one hundred sixty-eight (168) hours per year. New hires will accrue during their first calendar year, after which the full one hundred sixty-eight (168) hours will be credited on January 1 of each year along with the current vested employees. In the event the employee resigns, retires, or is terminated before the end of the calendar year and has received his full annual sick benefit, either through actual sick leave used or hours cashed out, the Amount will be prorated based on the hours worked and any amount due the city will be deducted from his final pay. Employee shall not retain more than seven hundred twenty hours (720) of banked sick leave, subject to the provision below.
- B. Employees retiring shall receive payment at a rate of one hundred percent (100%) of current hourly rate for accrued, but unused sick leave; not to exceed seven hundred, twenty (720) hours of pay.
- C. In case of death of an employee, accrued sick leave shall be paid to the employee's estate.
- D. The City shall be solely responsible for ensuring employees comply with the within provisions; the City shall remit the applicable, banked hours to the employee, regardless of whether the employee requests a pay out of banked hours.
- E. Employees will be paid at one hundred percent (100%) of their hourly rate for all sick leave used.
- F. In the event an employee remains ill or injured after having exhausted all sick leave, the employee shall be entitled to up to twenty-six (26) weeks of extended sick leave at sixty percent (60%) of the employee's hourly rate, through the City's private Disability Plan; this benefit shall inure one

(1) time during the employee's total tenure as a City employee. During this time, the employee's benefits shall continue to be paid by the Employer as though the employee is in active pay status.

- G. Employees having a sick leave bank of at least three hundred sixty hours (360 hours may elect, in writing, not more than three (3) times each year, to convert sick leave to cash to be paid at seventy percent (70%) of the employee's normal, hourly rate, provided the employee's bank of unused sick leave hours does not fall below three hundred sixty hours (360) hours as a result of such conversion.

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

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

SECTION 4. USES OF SICK LEAVE

- A. Sick leave shall be granted to an employee upon approval of the Safety-Service Director for the following reasons:
1. Illness or injury of the employee, or a member of his or her immediate family wherein the employee's presence is required.
 2. To attend a funeral or make funeral arrangements as provided for in the appropriate section of this agreement, where the employee has already used bereavement leave.
 3. Medical, dental or optical examination or treatment of the employee or a member of the employee's immediate family which requires the employee and which cannot be scheduled during non-working hours.
 4. If a member of the immediate family is afflicted by a contagious disease or requires the care and attendance of the employee or when through exposure to contagious disease the presence of the employee at his or her job would jeopardize the health of others.
 5. Pregnancy or childbirth and other conditions related thereto. Use of paid sick leave hereunder shall not limit or impair the employee's rights to unpaid leave as provided under Article 8, Section 2.
 6. Assistance to spouse where required for maternity purposes.
- B. Definition of immediate family: employee's spouse, children, grandchildren, parents, brothers, sisters, son-in-law, daughter-in-law and such other person as may be a dependent member of the employee's household (loco parentis).

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

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

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

SECTION 8. EMPLOYEES WITH AN ILLNESS OR DISABILITY WHICH EXCEEDS TWO (2) CONSECUTIVE TWENTY-FOUR (24) HOUR SHIFTS OR THREE (3) CONSECUTIVE EIGHT (8) HOUR SHIFTS SHALL BE REQUIRED TO FURNISH A STATEMENT FROM HIS OR HER PHYSICIAN TO THE EMPLOYER. Employees returning to work after an injury, illness, or operation attended by a physician, shall have a doctor's written permission before returning to work.

SECTION 9. PHYSICIAN EXAMINATION. The employer may require an employee to take an examination conducted by a licensed physician to determine his or her physical capability to perform the duties of his or her position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer. The Employer shall only require said physical due to actions of the employee or his or her inability to perform his or her duties. The Employer shall not be unjust in enforcing and applying this section.

SECTION 10. SICK LEAVE CONVERSION. An employee paid directly by the Employer at the time of his or her retirement, death, termination or resignation, separating him or her from active service with the City of Bellevue shall be entitled to receive pay for his or her accrued, but unused sick leave in accordance with this Section. No employee shall be permitted to convert sick leave to cash until he or she has completed one year of service with the Employer. Upon a termination, other than for disciplinary reasons, or an honorable resignation, the employee shall receive ninety percent (90%) of his accumulated, but unused sick leave. Upon death or retirement, the employee or his estate shall be entitled to receive one hundred percent (100%) of the employee's accumulated, but unused sick leave. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

SECTION 11. If in the event an employee is injured or disabled and has applied for Workers Compensation benefits, said employee shall be paid his normal salary for up to six (6) months for any such injury or disability. The employee shall fill out the proper forms for utilization of O.R.C. 4123. Upon receipt of direct hourly compensation said hourly compensation shall be signed over to the Employer for such period. City-provided health care benefits shall continue to a maximum of one year, so long as the employee is deemed unable to work due to an injury covered by Worker's Compensation. The employee shall not lose any other benefits of the Collective Bargaining Agreement. The employee shall return as soon as possible.

SECTION 12. Employees will be entitled to one (1) utilization of the use of the twenty-six (26) weeks sick leave during their entire employment time with the Employer.

SECTION 13. FAMILY MEDICAL LEAVE OF ABSENCE & MILITARY FAMILY MEDICAL LEAVE ACT. Eligible bargaining unit employees shall be provided Family and Medical Leave and Military Family

Leave in accordance with the Employers policy currently in effect, as hereafter amended in accordance with current federal and state law.

In all cases where an employee qualified for the leave, the City reserves the right to require, and the employee shall be able to utilize all forms of paid leave provided under this Agreement prior to the taking of unpaid leave.

SECTION 14. SICK LEAVE DONATION PROGRAM

- A. This program is available to help employees who are in need because of a non-work related accident or illness, after the employee has exhausted all other available paid leave including sick leave, personal leave, vacation time and compensatory time.
- B. However, this program does not supersede nor replace other retirement or disability programs. Employees eligible for Workers' Compensation benefits and/or injury leave are not eligible for the Sick Leave Donation Program. The Sick Leave Donation Program will not limit or extend the maximum allowable absence under the Family Medical Leave Act (FMLA).
- C. When the Auditor's Office is made aware of the need for sick leave donations, a notice will be sent to all City employees requesting their help. Any employee may then voluntarily elect to contribute, permanently, sick leave credits for a Sick Leave Catastrophic Incident.
- D. In addition, the following criteria will apply:
 - 1. Only regular, non-probationary employees are eligible to donate sick leave credits or to be a recipient of a donation. Employees must have at least forty (40) sick leave credits accumulated at the time of donation.
 - 2. A sick leave credit will be defined as eight (8) hours and will not have an hourly rate.
 - 3. An employee may contribute only five (5) sick leave credits per year.
 - 4. A sick leave credit donation is permanent and therefore cannot be returned to the donor or converted to cash by the donee's estate.
 - 5. The sick leave credits will be used in place of the employee's regularly scheduled workdaysto the extent they are necessary.
 - 6. A donated sick leave credit will not count as a separate absence for the donating employee.
 - 7. Donated sick leave credits can be used to cover retroactive unpaid regularly scheduled workdays.
 - 8. An employee will not accrue holiday pay, vacation or sick leave while receiving donated sick leave.

ARTICLE 21

WORKING OUT OF CLASSIFICATION

SECTION 1. In the absence of the Fire Chief, the Safety-Service Director shall determine the need to appoint an Acting Fire Chief. If an Acting Chief is appointed, he/she shall be from the next lower rank and said Acting Fire Chief shall be paid an additional \$1.75 per hour for the working hours they are so designated.

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

ARTICLE 22 VACATION

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

- | | |
|--|---------|
| A. After the first year through the third year | 6 days |
| B. After the third through the seventh year | 7 days |
| C. After the seventh year through the 10 th year | 8 days |
| D. After the 10 th year through the 14 th year | 10 days |
| E. After the 14 th year through the 17 th year | 12 days |
| F. After the 17 th year through the 22 nd year | 13 days |
| G. After the 22 nd year | 14 days |

Plus, twelve (12) hours of vacation for each year of service after the completion of twenty-two (22) years of service

SECTION 2. Employees do not accrue vacation time during their first year of employment. After completing their first full year, employees will be credited with 6 days of vacation time. This is theirs' to keep or use as they wish in accordance with vacation policies. On the following January 1st (first pay period of the year) they will be advanced the year's vacation like all other employees currently receiving vacation time. Prior public service will be calculated and cause an adjustment to the employee's anniversary (hire) date after the first full year of employment with the City of Bellevue.

A: Except for first year employees, all employees earn their vacation from January to January. Employees will be advanced their vacation time for the year on January 1st (first pay period of the year). When an employee reaches a service milestone that merits an increase in vacation time, that increase whether by one day or twelve (12) hours will be credited to the employee on the anniversary date.

B: Pay for Vacation. The maximum carryover vacation hours from year to year shall not exceed five hundred four (504) hours. All hours in excess of five hundred four (504) must be paid in accordance with the vacation conversion policy as outlined below.

C: Vacation Pay Upon Termination: In the event an employee separates service with the City of Bellevue via retirement, resignation, termination, or death, the employee will be paid any vacation time earned in previous years and carried over. The employee will also receive pro-rated vacation time from the beginning of the current year to the date of separation. As with other accruals, vacation time will be paid with the employee's final pay. Should the employee have used or been paid for vacation time in excess of the pro-rated amount, the overage will be deducted from their final pay.

D: When an employee has more than five hundred four (504) hours of banked vacation time, said employee shall be required to cash out fifty percent (50%) of the excess banked hours in the first year of this contract and the remaining fifty percent (50%) in the following year. The banked hours shall have a maximum total of five hundred four (504) hours after two (2) years. Cash outs will occur on pay period twenty-four (24) or twenty-five (25), if not cashed out earlier in the year

SECTION 3. VACATION CONVERSION. Payment shall be made in one (1) lump sum subject to the necessary appropriations of City Council. If the individual does not certify an election option, all unused vacation exceeding five hundred four (504) hours at the individual employee's current vacation schedule shall be paid to the employee on the last pensionable pay of the current year in which it is earned. This conversion shall be

at one hundred percent (100%) of the employee's current hourly rate. All conversions must be submitted no later than the pay period before the requested payout. There will be no conversions from November 1 of the current year through the first pay of the following year, except for the pensionable conversion.

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

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

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

SECTION 7. Vacation may be used in one (1) hour increments upon notification to the Employer.

SECTION 8. Vacation scheduling shall include every day of the year with the exception of December 24 and December 25, based on the seniority standing of the employees.

ARTICLE 23 HOLIDAYS

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

| | |
|------------------------|-----------------------------------|
| New Year's Day | January 1 |
| Martin Luther King Day | Third Monday in January |
| President's Day | Second Monday in February |
| Good Friday | Friday before Easter |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Columbus Day | 2 nd Monday of October |
| Veterans' Day | As designated by the President |
| Thanksgiving Day | Last Thursday of November |
| Day After Thanksgiving | Last Day of November |
| Christmas Eve | December 14 |
| Christmas Day | December 25 |
| Two Personal Days | |

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

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

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

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

SECTION 5. Employees not scheduled to work a holiday and who are called in to cover a shift shall be paid two-and-one-half (2.5) times their appropriate, hourly rate of pay for all hours worked on the holiday.

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

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

ARTICLE 24 LONGEVITY

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

| <u>Years' Service</u> | <u>Cents Per Hour</u> |
|--|-----------------------|
| A. Beginning on their 3rd anniversary date . . . | .35 |
| B. Beginning on their 7th year | .45 |
| C. Beginning on their 14th year | .55 |
| D. Beginning on their 20th year | .65 |
| E. Beginning on their 25th year | .75 |

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

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

ARTICLE 25 PAYCHECK/PAY STUB

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

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

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

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

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

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

ARTICLE 26 HEALTH AND WELFARE PLAN

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

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

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

ARTICLE 27 HOSPITALIZATION

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

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

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

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

- A. May 1, 2022, through April 30, 2025;
- B. 10% paid by the employee and 90% paid by the Employer; and
- C. Employee premium contributions shall not exceed \$200.00 per month.

SECTION 5.

Network
Deductible

\$1,000.00 Single
\$2,000.00 Family
80% - 20% Coinsure

Non-Network
Deductible

\$1,500.00 Single
\$2,500.00 Family
80 - 20% Coinsure

Out of Pocket
\$1,000.00 Single
\$2,000.00 Family

Out of Pocket
\$3,000.00 Single
\$6,000.00 Family

SECTION 6. PRESCRIPTION DRUG CARD

A. Retail: \$25.00 Generic/\$35.00 Brand name/\$55.00 formulary

B. Mail Order: \$40.00 Generic (3-month supply)/ \$60.00 Brand name
\$110.00 Formulary

SECTION 7. Employees who have another insurance option open to them may opt out of the City's insurance plan. Prior to opting out of the plan, employees must furnish proof of coverage. Employees who opt out shall be paid an amount equivalent to the current employees' monthly health care premiums for each month they opt out of the City's insurance plan. Employees who have opted out of the City's insurance plan and later wish to enroll in the plan may do so during the open enrollment period or after any event that qualifies as life changing.

SECTION 8. SPOUSAL ELIGIBILITY. The spouse of an employee is eligible for Comprehensive Major Medical Expense coverage under this Plan only if he or she enrolls for coverage under any other group health coverage available to the spouse as a full-time employee at his/her own place of employment. Therefore, if other group health coverage is available to the spouse through his or her employer, then he or she must enroll in such other coverage as a primary to be eligible to enroll for Secondary coverage under this Plan. The employee must provide documented evidence of any denial of other coverage that would make the spouse eligible for coverage under this plan.

A. The above spousal coverage requirement does not apply to:

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

ARTICLE 28
UNIFORMS/ ALLOWANCES

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

SECTION 2. New employees shall be presented with all three classes of uniforms, representing the first year uniform allowance. Employees hired after May 1, 2022, will be required to return all items listed under Class A Dress Uniform and Class B Uniform of Section 7. If a newly hired employee quits and does not return the required items, the employee's final pay shall be reduced by the value of the unreturned items. Provided, however, that if an employee hired after May 1, 2022, quits and his final pay does not cover the amount he owes to the City the employee shall pay the balance still due to the City. The employer agrees to provide each new employee with one uniform badge at the employer's expense.

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

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

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

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

SECTION 7.

Class A Dress Uniform

- 1- Class A coat with striping, FD buttons, FD patch and American Flag
- 1- Class A dress pants
- 1- "Bell Crown" Hat with hat badge and gold or silver snake
- 1- Neck-Tie
- 1- White Class A short sleeve shirt with American flag and FD patch
- 1- White Class A long sleeve shirt with American flag and FD patch
- 1- Class A Garrison Belt
- 1- Class A High Gloss shoes
- 1- Uniform storage bag

Class B Uniform

- 1- Dark Navy Short sleeve shirt with American Flag and FD patch
- 1- Dark Navy Long sleeve shirt with American Flag and FD patch
- 1- Set of Collar brass
- 1- Bellevue Fire Dept. Badge
- 1- Name plate
- 1- "Serving Since" bar

Station Duty Uniform (Class C)

- 2- Pairs Dark Navy Duty Pants (Used with Class B Uniform also)
- 1- Black Duty Belt
- 5- Fire Department Dark Navy T-shirts
- 2- Dark Navy Fire Department Sweat-shirts
- 2- Dark Navy Fire Department Quarter zips
- 1- Pair of Black Duty Boots

ARTICLE 29 FAIR SHARE FEE

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

SECTION 2. If through the actions of an entity at the state or federal level, the deduction of a Fair Share fee or other method of payment by nonunion members of the Bargaining Unit to the Union for representational services is reinstated, the parties agree that the language in Section 1 shall be reactivated.

ARTICLE 30 HEALTH AND SAFETY

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

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

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

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

the hours the equipment is being operated.

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

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

SECTION 7. The parties recognize Transitional Work Program, i.e., Comp. Management, BWC Policy number 3720 5202-0 may be applied regarding injured workers.

ARTICLE 31 NO SUBCONTRACTING OUT

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

ARTICLE 32 CLEAN-UP TIME

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

ARTICLE 33 OVERTIME OPPORTUNITIES/HOURS OF WORK

SECTION 1. ROTATION OF OVERTIME OPPORTUNITY

- A. When the Employer determines overtime is necessary the Employer will rotate overtime opportunities among qualified full-time employees who normally perform the work that is being assigned for overtime. The Employer will post and maintain overtime rosters, which shall be made available to the Union Steward upon request. Said rosters shall be posted on appropriate bulletin boards in the facilities and will include list of overtime hours worked, refused, negative contact and total overtime hours offered. The employees who on the roster have the fewest aggregate hours worked and/or hours refused, among those qualified to perform the work assigned shall be called first.
- B. Employees on sick leave for their own personal illness, are not eligible for overtime until released by the Fire Chief. Upon return from sick leave, the employee shall have his name replaced on the overtime rotation list in the same order previously held.

- C. Employees on vacation shall be removed from the overtime rotation list on each day of vacation provided, however, that an employee may, prior to leaving on vacation inform the Department Head, in writing, of his/her desire to remain on the overtime roster.
- D. An employee who is offered and who refuses an overtime assignment shall be credited on the roster with the amount of overtime refused. Where the employer made the appropriate effort to contact an employee without success the employee shall be credited on the roster with the amount of overtime missed provided the employee is not on vacation, personal leave, funeral leave, sick leave or injury leave.

SECTION 2. CALL BACK

- A. A minimum of two hours pay at one-and-one half (1 ½) times the appropriate hourly rate shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day he/she is not scheduled to work. The two (2) hour minimum shall not be construed as guaranteeing two (2) hours pay to an employee staying over at the end of a shift for less than two (2) hours.
- B. In the event the employee is requested by the Employer to attend any meeting, whether training or otherwise, he/she shall be compensated at one-and-one half (1 ½) times the appropriate hourly rate, unless the employee is working his/her regularly scheduled hours.

SECTION 3. WORKDAY/WEEK

- A. Fifty-three (53) hours per week averaged over a four (4) week period shall constitute the standard work week for all full-time employees.
- B. The standard work day shall be twenty-four (24) hours.
- C. Employees shall be entitled to reasonable paid lunch breaks.
- D. Overtime shall be paid for all regularly scheduled hours worked over two hundred twelve (212) hours in a twenty-eight (28) day pay cycle.
- E. Overtime shall be paid in increments of one-quarter hour and in accordance with this Agreement and applicable law.
- F. The parties will meet upon request of either party to discuss the appropriate work hours and work shifts in the department.

SECTION 4. Any off duty employee required by the Employer to appear in court on matters directly pertaining to and/or arising out of his/her employment with the City, including appearance at pretrial conferences shall be compensated for all such time at one-and one-half (1.5) times the employee's appropriate hourly rate of pay.

SECTION 5. Off-duty, full-time Fire Personnel are authorized to respond to any and all incidents occurring during their time off. Off duty, Fire Personnel will qualify for two (2) hours of pay at one- and one-half (1.5) times their current rate of pay, only if all of the following apply:

- A. Arrive at the fire station and engage the Card Swipe Time Clock installed at the fire station within twenty-five (25) minutes of the call; failure to engage the Time Clock may be overridden upon written application to the Fire Chief accompanied by written attestation by no less than one full-time Firefighter;
- B. Return from the scene of the call to the fire station;
- C. All prior to the beginning of their regular shift.

SECTION 6. For full-time Fire Personnel who begin their regular shift while participating in the below-referenced scenario, the one-and-one-half (1.5) times their current rate of pay shall not extend beyond the beginning of their regular shift.

SECTION 7. For example, if a call comes in at 5:30 a.m., and the employee is released at 6:30 a.m., all reporting personnel shall receive the two (2) hour emergency call-back pay. However, if a call comes in at 5:30 a.m., and does not get over until 7:30 a.m., only the reporting employees, in which their shift does not abut their regular shift, shall receive two (2) hours of emergency call-back pay and employees starting their shift at 7:00 a.m., in which their shift does abut, would receive one- and-one-half (1½) hours of emergency call-back pay.

SECTION 8. An employee shall not be charged for refusing to work a second consecutive overtime

ARTICLE 34 FIRE PROMOTIONS

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

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

ARTICLE 35 NEW SPECIFICATIONS

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

ARTICLE 36 TIME RECORDING DEVICES

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

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

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

SECTION 2. The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice in advance of the conduct expected of them by the Employer and their fellow workers. The parties further understand that it is in the interest of the Employer to protect the rights and well-being of all employees while not unduly restricting the generally accepted individual rights of employees. Therefore, the Employer will promulgate certain written work rules in an attempt to establish standards of personal conduct that must be maintained in order to protect every employee's right to be treated with dignity and respect while effectively carrying out the Employer's programs.

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

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

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

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

ARTICLE 38
MISCELLANEOUS

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

SECTION 2. The City agrees to meet within thirty days after signing of this agreement on all outstanding unresolved grievances for the purpose of settling the same, if possible.

SECTION 3. In the event an employee is on sick leave and regains his or her health s/he shall return to work. Upon return of the employee from sick leave, any employee working overtime to provide coverage shall be released upon the Fire Chief's approval.

SECTION 4. The Employer shall provide for annual physicals for employees. The physical, shall be performed, by a physician of the Employer's choice. All expenses shall be borne by the Employer.

SECTION 5. The certified training officer shall be paid a premium of \$0.25, which shall be added to his appropriate hourly rate of pay.

SECTION 6. This additional pay shall be considered as compensation for class and material preparation, and other time spent preparing for or following a training session. The certified training officer shall be paid for actual training sessions conducted by said officer at the appropriate hourly rate. There shall not be more than one person paid the training officer premium.

SECTION 7. Employees with an Arson Investigator certification shall be paid a premium of \$0.25 per hour, which shall be added to his appropriate hourly rate of pay, during such times as the Chief shall designate that the employee is acting as an Arson Investigator. There shall not be more than one employee within the bargaining unit paid the Arson Investigator premium at a time.

SECTION 8. The normal daily routine will include thirty (30) minutes of exercise appropriate for physical strength training and cardiovascular benefit. Prior to the start of this requirement however each employee will have a physical with special attention to exercise appropriate for each employee, and, if requested, training in proper exercise techniques being provided by appropriately qualified instructors.

ARTICLE 39 SEVERABILITY /CONFORMITY TO LAW

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

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

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

ARTICLE 40 STRIKE/NO LOCKOUT

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

ARTICLE 41
WAGES

SECTION 1. Effective May 1, 2022, step increase of three percent (3%).

SECTION 2. Effective May 1, 2023, step increase of two-and one-half percent (2.5%)

SECTION 3. Effective May 1, 2024, step increase of two-and one-half percent (2.5%).

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

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|------------|----------|----------|----------|----------|----------|
| LT 2021 | \$ 18.15 | \$ 18.42 | \$ 18.78 | \$ 19.54 | \$ 20.41 |
| 3% 2022 | \$ 18.69 | \$ 18.97 | \$ 19.34 | \$ 20.13 | \$ 21.02 |
| 2.5% 2023 | \$ 19.16 | \$ 19.45 | \$ 19.83 | \$ 20.63 | \$ 21.55 |
| 2.5% 2024 | \$ 19.64 | \$ 19.93 | \$ 20.32 | \$ 21.15 | \$ 22.09 |
| FF 2021 | \$ 17.17 | \$ 17.84 | \$ 18.20 | \$ 18.95 | \$ 19.77 |
| 3% 2022 | \$ 17.69 | \$ 18.38 | \$ 18.75 | \$ 19.52 | \$ 20.36 |
| 2.5 % 2023 | \$ 18.13 | \$ 18.83 | \$ 19.21 | \$ 20.01 | \$ 20.87 |
| 2.5% 2024 | \$ 18.58 | \$ 19.31 | \$ 19.70 | \$ 20.51 | \$ 21.39 |

SECTION 5. The employee shall pay the Individual Employee contribution to the Police and Firemen's Pension Fund. This payment shall be in addition to the Employer's Contribution required by law. Any employee hired after November 1st 2009, shall pay, by means of payroll deduction, the required Individual Employee Contribution to the Police and Firemen's Pension Fund and OPERS, provided all new employees hired by the City of Bellevue are to the extent legally enforceable, required to do the same including all other Bargaining Units within the City of Bellevue.

SECTION 6. Employees are prohibited from receiving these monies paid to them directly and said payments shall be to the P.F.P.F. only.

ARTICLE 42
40 Hour Shift

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

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|-----------|----------|----------|----------|----------|----------|
| LT 2021 | \$ 25.16 | \$ 25.70 | \$ 26.18 | \$ 27.30 | \$ 28.47 |
| 3% 2022 | \$ 25.91 | \$ 26.47 | \$ 26.97 | \$ 28.12 | \$ 29.32 |
| 2.5% 2023 | \$ 26.56 | \$ 27.13 | \$ 27.64 | \$ 28.82 | \$ 30.06 |
| 2.5% 2024 | \$ 27.23 | \$ 27.81 | \$ 28.33 | \$ 29.54 | \$ 30.81 |

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|------------|----------|----------|----------|----------|----------|
| FF 2021 | \$ 23.97 | \$ 24.89 | \$ 25.34 | \$ 26.46 | \$ 27.61 |
| 3% 2022 | \$ 24.69 | \$ 25.64 | \$ 26.10 | \$ 27.25 | \$ 28.44 |
| 2.5 % 2023 | \$ 25.31 | \$ 26.28 | \$ 26.75 | \$ 27.94 | \$ 29.15 |
| 2.5% 2024 | \$ 25.94 | \$ 26.93 | \$ 27.42 | \$ 28.63 | \$ 29.88 |

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

SECTION 3. OVERTIME

- A. Unless otherwise mutually agreed, all hours worked in excess of eight (8) hours in a work day or in excess of forty (40) hours in a work week shall be compensated at one-and-one-half (1½) times the regular rate of pay.
- B. A minimum of two (2) hours pay, at the appropriate rate, shall be guaranteed when an employee is requested to report back to work or when an employee is called in on a day she/he is not scheduled to work. If the call goes beyond two (2) hours, then the three (3) hour minimum applies.
- C. Where fifty-three (53) hour shift overtime occurs, concurrent with the regular schedule of the forty (40) hour shift, the fifty-three (53) hour shift overtime will be split into two (2) twelve (12) hour opportunities with the first eight (8) hours as the forty (40) hour regular day, the next four (4) hours offered as an overtime extension of the forty (40) hour regular day and the second twelve (12) hours offered according to the existing fifty-three (53) hour shift rotation. In the event the forty (40) hour shift employee refuses the four (4) hour offer, the overtime will be offered as a sixteen (16) hour opportunity according to the existing fifty-three (53) hour shift overtime rotation. In the event the forty (40) hour shift employee is not working that particular day (sick, vacation, personal day, etc.) the shift will be offered according to the existing fifty-three (53) hour shift overtime rotation, as two (2), twelve (12) hour opportunities. In the event the twelve (12) hours cannot be filled, then the full twenty-four (24) hours will be offered according to the existing fifty-three (53) hour rotation.

SECTION 4. CREDITING OF SICK LEAVE. The employee working the forty (40) hour shift shall be credited Sick Leave of 5 hours for each eighty (80) hours of active pay status, to a maximum of one hundred twenty (120) hours per year; The full one hundred twenty (120) hours will be credited on January 1st of each year following the employee's hire date.

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

- A. After one (1) year - 80 hours
- B. After seven (7) years - 120 hours
- C. After fourteen (14) years - 160 hours
- D. After twenty (20) years - 200 hours
- E. After twenty-one (21) years - One (1) additional day for each additional year

SECTION 6. HOLIDAYS

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

| | |
|------------------------|------------------------------------|
| New Year's Day | -January 1 st |
| Martin Luther King Day | -Third Monday in January |
| Presidents' Day | -Second Monday in February |
| Memorial Day | -Last Monday in May |
| Independence Day | -July 4 th |
| Labor Day | -First Monday in September |
| Columbus Day | -2 nd Monday of October |
| Veterans' Day | -As designated by the President |
| Thanksgiving Day | -Last Thursday in November |
| Day After Thanksgiving | -Last Friday in November |
| Christmas Eve | -December 24 th |
| Christmas Day | -December 25 th |

Two (2) Personal Days

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

- B. Where the employee working the forty (40) hour shift is not scheduled to work a holiday, she/he shall be paid holiday pay of eight (8) hours at straight time.
- C. Where the employee working the forty (40) hour shift works on a holiday, she/he shall be paid one-and-one-half (1½) times their regular rate of pay, in addition to receiving the eight (8) hours of holiday pay.
- D. Any employee not regularly scheduled to work on a holiday or who is on vacation, but is called in and works emergency overtime shall be paid for a minimum call out of four (4) hours at the appropriate hourly rate of pay.

SECTION 7. CONVERSION BETWEEN SHIFTS

- A. The forty (40) hour shift, when vacant, shall be treated as a vacancy and filled, pursuant to Article 11 of this Agreement. Under normal circumstances, the employee working the forty (40) hour shift shall not move to the fifty-three (53) hour shift, except to fill a vacancy pursuant to Article 11 or in the event of an extended absence by a fifty-three (53) hour shift employee.
- B. Converting from the forty (40) hour shift shall occur only upon advance notice of at least five (5) calendar days and the employee will not be rolled onto the fifty-three (53) hour shift without receiving their normal days off first; unless, a shorter time is mutually agreed between the Employer and the Union. Upon assuming the fifty-three (53) hour shift, the employee shall be paid at the appropriate Step of the fifty-three (53) hour rate.
- C. Vacation Leave shall be adjusted from eight (8) hours to twenty-four (24) hours by multiplying the Vacation Leave by one-and-one-half (1½) times.
- D. Vacation Leave shall be converted back to the forty (40) hour schedule by multiplying the hours accumulated times the appropriate factor, based on the vacation scale. The factor shall be determined by dividing the number of hours to be earned on the forty (40) hour scale by the number of hours to be earned on the fifty-three (53) hour scale.

E. Personal Days shall be taken as a day-for-a-day, based on the schedule worked at the time the day is taken.

MISCELLANEOUS

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

ARTICLE 43 E.M.T. STANDARD

SECTION 1. All full-time employees of the Bellevue Fire Department must be certified as a Basic Emergency Medical Technician.

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

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

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

ARTICLE 44 PART-TIME EMPLOYEES

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

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

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

ARTICLE 45 PEOPLE

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

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

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

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

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

ARTICLE 46 PERSONAL WEB PAGE/SOCIAL NETWORKING STANDARDS OF CONDUCT

SECTION 1. The City encourages the use of social media to further the goals of the City and the missions of its departments, where appropriate. The City has an overriding interest and expectation in deciding what is "spoken" on behalf of the City on social media sites, however. This policy establishes guidelines for the use of social media.

SECTION 2. These Standards of Conduct do not prohibit City employees from establishing and maintaining personal social media accounts. But, employees must ensure that their social media activities comply with the Standards of Conduct and other applicable laws.

SECTION 3. Elected officials who use the City's official social media should be subject to the same requirements as employees.

SECTION 4. Personal use of social media through government technology may lead to:

A. Reduced work performance;

- B. Downloading to government servers and distributing the same inappropriate content that may be accessed through the Internet; and
- C. Inappropriate use of government property for political, commercial or criminal activity.

SECTION 5. Prohibitions: Employee social media shall maintain the highest level of civility; thus, the following shall be considered inappropriate and inappropriate for posting:

- A. Information about actual or potential claims and litigation involving the government;
- B. The intellectual property of others, without written permission; content that violates a legal ownership interest of any other party;
- C. Defamatory material;
- D. Obscene, pornographic or other offensive/illegal materials or links;
- E. Racist, sexist, and other disparaging language about a group of people;
- F. Sexual comments about, or directed to, anyone;
- G. Threatening or harassing comments;
- H. Profane language or content;
- I. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation;
- J. Conduct or encouragement of illegal activity; and
- K. Information that may tend to compromise the safety or security of the public or public systems.

SECTION 6. USE OF GOVERNMENT TIME AND PROPERTY. When employees are on-duty, these Standards of Conduct require employees to protect and conserve government property and to use government property only to perform official duties, unless they are authorized to use government property for other purposes.

SECTION 7. REFERENCE TO GOVERNMENT TITLE OR POSITION & APPEARANCE OF OFFICIAL SANCTION. Employees shall avoid using their titles or positions in any manner that would create an appearance that the Government sanctions or endorses their activities or those of another. Also, social media shall not create the impermissible appearance of governmental sanction or endorsement.

SECTION 8. RECOMMENDING AND ENDORSING OTHERS ON SOCIAL MEDIA. Social media networks, particularly those focused on job seeking, sometimes allow users to recommend or endorse the skills of other users. Employees may use social media to make such recommendations or endorsements in their personal capacity.

SECTION 9. DISCLOSING NONPUBLIC INFORMATION. The Standards of Conduct prohibit employees from disclosing nonpublic information to further their private interests or the private interests of others. Employees must follow the rules regarding the disclosure of nonpublic information when using social media.

ARTICLE 47
USE OF PERSONAL COMMUNICATION DEVICES WHILE
OPERATING A CITY VEHICLE OR
WHEN OPERATING YOUR PERSONAL VEHICLE ON CITY BUSINESS

SECTION 1. Personal calls during the workday, regardless of the phone used, can interfere with employee productivity and be distracting to others. The City encourages a reasonable standard of limiting personal calls to rest and meal periods. Personal calls should be made on non-work time. Flexibility will be provided in circumstances demanding immediate attention.

SECTION 2. PERSONAL USE OF COMPANY-PROVIDED CELLULAR TELEPHONES. The City may issue a business cell phone to an employee for work-related communications. These phones are to be used for business reasons only. Phone bills may be audited to ensure no unauthorized use has occurred. Personal calls shall be limited to emergencies only. Employees in possession of city-owned cell phones are expected to protect the equipment from loss, damage or theft. Upon termination of employment or at any time upon request, the employee may be advised to produce the phone for return or inspection. The employee agrees to present the cell phone immediately upon request.

SECTION 3. SAFETY ISSUES FOR CELLULAR TELEPHONE USE. Employees shall refrain from using a phone (whether personal or city-owned) - for telephone calls, texting, or other communications via social media or otherwise, while operating a motor vehicle. Employees are strongly encouraged to pull off to the side of the roadway and safely stop the vehicle before placing or accepting a call. If accepting a call is unavoidable, employees shall use their hands-free options and keep their attention on the roadway.

SECTION 4. Employees who are charged with traffic violations resulting from the use of their cell phone while driving will be solely responsible for all liabilities that result from such actions.

ARTICLE 48
DURATION

Section 1. This Agreement shall be effective as of May 1, 2022, 12:01 a.m., in force and effect until 12:00 midnight, April 30, 2025. The party desiring to negotiate, modify, or amend this Agreement shall give written notice no earlier than ninety (90) calendar days and not later than sixty (60) calendar days prior to the expiration of this Agreement. The parties shall commence negotiations within two (2) weeks of receipt of such notice.

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

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

In witness whereof the Parties have executed this instrument at Bellevue, Ohio, this
30TH day of JUNE, 2022.

For the Employer:

Michael E. Gentry
Cordney M. Osborn
Thomas M. Smith, CEO

For the Union

B. J. [Signature]
[Signature]
Kenneth G. Vroman

Date:

6/30/22

APPENDIX A
MEMORANDUM OF UNDERSTANDING
CITY OF BELLEVUE
AFSCME LOCAL 2571
FIREFIGHTERS AND LIEUTENANTS

At present, the scheduling of manpower by the City provides that firefighters and tire lieutenants work the following schedule:

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

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

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

1. When a firefighter is scheduled to work ten (10) days or two hundred forty (240) hours in a twenty-eight (28) day pay cycle, he shall take a day off (Kelly day) in that pay cycle bringing his hours down to 216 hours. There will be four (4) hours of half time paid for this pay cycle to get the two hundred twelve (212) hour FLSA maximum. Unless that person takes an additional day off in that pay period, then no half time will be paid.
2. When a firefighter is scheduled to work nine (9) days or two hundred sixteen (216) hours in a twenty-eight (28) day pay cycle, he shall be paid four (4) hours of half time. In the event that an employee takes vacation/personal time/sick leave during the pay period, the hours of half time shall be reduced by the number of hours of vacation; up to the maximum of four (4) hours.
3. This schedule is in compliance with FSLA regulations.
4. All personal days, vacation days, comp time, sick days, and bereavement leave are counted as active pay status.
5. When there are two firefighters scheduled to work during a peak cycle, they shall each take a Kelly Day in that cycle. There will be no twenty-four (24) hour overtime created on that shift since there will still be one man working a scheduled day while the other is off on a Kelly Day.
6. When a single firefighter is scheduled to work a peak cycle, then a twenty-four (24) hour overtime day will be created to cover the Kelly Day.
7. Kelly Days shall be scheduled by seniority within twenty-eight (28) days in advance of their occurrence.
8. Bi-weekly pay shall be calculated using the employee's appropriate hourly rate of pay times two thousand nine hundred twelve (2912) Hours then divided by twenty-six (26) pays per year.

APPENDIX B
MEMORANDUM OF
UNDERSTANDING
REGARDING RECREATION DEPARTMENT MEMBERSHIPS

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

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

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

ADDENDUM A
VACATION SCHEDULE

| | | | |
|-------------------|------------|------------|-----------|
| | 12/29/2022 | 12/29/2023 | 12/29/24 |
| (711) B. Ackerman | 8 (192) | 10 (240) | 10 (240) |
| | 8/18/2022 | 8/18/2023 | 08/18/24 |
| (727) S. Ackerman | 7 (168) | 7 (168) | 7 (168) |
| | 12/6/2022 | 12/6/2023 | 12/6/2024 |
| (411) J. Wilhelm | 10 (240) | 10 (240) | 12 (288) |

ADDENDUM
B
LONGEVITY

| | | | |
|-------------|------------|-------------------|-------------------|
| B. Ackerman | 12/29/2022 | <u>12/29/2023</u> | <u>12/29/2024</u> |
| | 0.45 | 0.45 | 0.45 |
| S. Ackerman | 8/18/2022 | <u>8/18/2023</u> | <u>8/18/2024</u> |
| | 0.35 | 0.35 | 0.35 |
| J. Wilhelm | 4/11/2022 | <u>4/11/2023</u> | <u>4/11/2024</u> |
| | 0 | 0 | 0.35 |