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AGREEMENT
BETWEEN THE
CITY OF STRUTHERS
AND
THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, LOCAL # 1910

Effective November 1, 2011

Through October 31, 2014

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ARTICLE 1
PREAMBLE

This Agreement is entered into between the City of Struthers, called the "City," and the International Association of Firefighters, Local 1910, called the "Union." It sets forth the terms and conditions of employment established between the parties for firefighters who are employed by the City and are included in the bargaining unit represented by the Union.

ARTICLE 2
RECOGNITION

The City recognizes the Union as the sole and exclusive collective bargaining agent for sworn employees of the City Fire Department with respect to wages, hours and other terms and conditions of employment. The Union shall act as exclusive bargaining agent for all sworn employees of the City Fire Department except for the Chief of the Fire Department.

ARTICLE 3
MANAGEMENT RIGHTS

Section 1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive rights of the City with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate work rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct, supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of governmental operations;
- D. determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. to determine the adequacy of the work force;
- G. to determine the overall mission of the Employer as a unit of government;

- H. to effectively manage the work force; and,
- I. to take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 4
NON-DISCRIMINATION

The City agrees that it shall not discriminate against, interfere with, or unfairly restrict any employee of the Fire Department because of his/her membership or non-membership in the Union. The Union agrees not to discriminate against, interfere with, or unfairly restrict any employee of the Fire Department who chooses not to become a member of the Union.

ARTICLE 5
DUES CHECK-OFF

The City agrees to provide for the payroll deductions of the Union dues from the paycheck of each member/employee who individually and voluntarily serves in writing authorization for such deductions. The total amount of deductions shall be remitted each pay period to the Treasurer of the Union.

ARTICLE 6
UNION BUSINESS

Section 1. Union Representatives. The Union shall have the right to appoint representatives from its membership to serve as officers, business agents, or members of committees, and such representatives shall be authorized and recognized by the City to represent the Union in matters covered by this Agreement. The names of employees chosen who may represent the Union shall be certified by the City in writing.

Section 2. From time to time, it will be necessary the representatives of the City and of the Union meet to confer on grievances or on matters relating to this Agreement, or other working conditions. The City and the Union shall mutually set said meetings. Attendance at such meetings shall be without loss of pay.

Section 3. The Union shall have the right to hold private meetings at the various fire stations. The Union agrees to provide the Chief with a schedule of monthly meetings from time to time, the purpose being to minimize conflict with other scheduled events. The Chief will be notified twenty-four (24) hours before any planned special meeting by the Union to obtain permission to use the City facilities. Permission will not be unreasonably denied.

Section 4. The City agrees to provide the President of the Union or his/her designee one (1) work day off per year with pay to attend local, state, or international conferences, conventions, and meetings. The day off will be allowed as long as overtime is not incurred. The Union shall give the City reasonable notice of such conferences, conventions, and meetings.

ARTICLE 7
MAINTENANCE OF STANDARDS

All rights, privileges, and work conditions enjoyed by the members at the present time and not addressed in this Agreement shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent of the contracting parties.

ARTICLE 8
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

The parties agree that no section of the civil service laws contained in the Ohio Revised Code sections 9.44, 124.01 through 124.56, 737.07 742.371, nor any local ordinance of the City of Struthers or Rules and Regulations of the Civil Service Commission of the City of Struthers, pertaining to wages, hours, terms and other conditions of employment shall apply to bargaining unit employees where such matter has been addressed by this agreement.

ARTICLE 9
WORK RULES

Section 1. The IAFF recognizes that the Employer, under this Agreement, has the right to promulgate and implement reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the IAFF and meet with the IAFF to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this Agreement. Should the Union believe that a work rule, regulation, policy, or procedure violates any expressed terms or provisions of this Agreement, the Union reserves the right to grieve the reasonableness of such rule, regulation, policy, or procedure through the grievance procedure.

ARTICLE 10
DISCIPLINE

Section 1. The tenure of every employee subject to the terms of this Agreement shall be during good behavior and efficient service. No employee shall be reduced in pay or position (including working suspensions), fined, suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.

3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. Suspensions of record will only be used to deal with absenteeism related offenses. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, violation of department rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, may be cause for disciplinary action.

Section 3. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Whenever the Employer determines that an employee may be suspended, reduced in pay or position, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the employee's right to Union representation and the time and place of a predisciplinary meeting, to be held within forty-eight (48) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 5. Appeals from disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from receipt of the notice of discipline by the employee. Disciplinary actions not involving a loss in pay may be appealed through the grievance procedure, but are not subject to the arbitration procedure. For those actions that are not eligible for arbitration, the Union may attach a written explanation to the record of discipline.

Section 6. Disciplinary actions involving a loss in pay or benefits may be appealed through either the grievance procedure or the civil service commission, provided that the civil service commission has jurisdiction, but not through both venues.

Section 7. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be summarily discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

Section 8. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no other intervening discipline, according to the following schedule:

Letters of Instruction and Cautioning and Written Reprimands	twelve (12) months
Suspensions, Fines, and Reductions	twenty-four (24) months
Suspensions, Fines, and Reductions of thirty (30) days or more	sixty (60) months

ARTICLE 11 **GRIEVANCE PROCEDURE**

Section 1. The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement.

Section 2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members or the IAFF desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. The names of each member on behalf of which the grievance is filed shall be affixed to the grievance form. Group grievances shall be presented in the first instance to the supervisor common to all employees in the group.

Section 3. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Time limits set forth herein may only be extended by mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or designee within the stipulated time limits provided

herein shall be deemed to have been answered in the negative and advanced to the next step of the procedure.

Section 4. All grievances shall be filed in writing on a form provided by the IAFF and must contain, but not be limited to, the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee or IAFF Representative.

Section 5. Disciplinary grievances involving suspension, reduction in rank, pay, or discharge are to be appealed directly to Step 3 of the grievance procedure as specified in this article. All other grievances related to disciplinary action are to be filed at Step 1.

Section 6. Nothing in this article shall be interpreted as discouraging or prohibiting informal discussions of a dispute by the employee and the Employer prior to the filing or starting of a grievance. The following steps are to be followed in the processing of a grievance.

Step 1. Within seven (7) calendar days of the incident or reasonable knowledge of the incident, the aggrieved employee shall submit his written grievance to the Fire Chief, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The Fire Chief shall respond in writing to the grievant within seven (7) calendar days of receipt of the grievance.

Step 2. A grievance unresolved at Step 1 may be submitted by the grievant to the Safety Service Director within seven (7) calendar days from receipt of the Step 1 answer. It shall be the responsibility of the Safety Service Director to investigate the matter, hold such hearings as necessary, and to provide a written response to the grievant within fourteen (14) calendar days of receipt of the grievance. The grievant may, at his option, be represented by an employee representative and/or a representative of the IAFF at any hearing or hearings held at this or any other level.

Step 3. A grievance unresolved at Step 2 may be submitted by the grievant to the Mayor or his designee within seven (7) calendar days of receipt of the Step 2 answer. The Mayor or his designee may meet with the grievant and a representative of the IAFF, if the employee desires, within fourteen (14) calendar days of submission of the grievance to step 3 to discuss the grievance. The Mayor or his designee shall provide a written response to the grievant within fourteen (14) calendar days of such meeting.

Grievances unresolved at Step 3 may be submitted to arbitration upon request of the IAFF in accordance with the provisions of this article.

Section 7. Arbitration. The IAFF, based on the facts presented, has the right to decide whether to arbitrate a grievance. Within thirty (30) calendar days from the date of the final answer on a

grievance from Step 3, the IAFF shall notify the Employer, in writing, of its intent to seek arbitration of an unresolved grievance.

Selection of the Arbitrator

Within fourteen (14) calendar days from the receipt of the properly signed appeal for arbitration, the parties shall confer for the purpose of selecting an arbitrator. If the parties fail to agree, the Union may submit a joint request for a panel of seven (7) National Academy Certified, Ohio resident arbitrators from the Federal Mediation and Conciliation Service (FMCS). Once FMCS submits the panel of arbitrators to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to one (1) list and request another list. The party rejecting the list shall bear the cost of obtaining a new list.

Hearing and Decision

The arbitrator shall conduct a hearing on the grievance within the time allotted by FMCS. The principals of the grievance will be afforded at hearing an opportunity to present their respective cases. Upon the close of the hearing, the arbitrator shall render a decision that will be final and binding on the parties.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the articles and sections of this Agreement, and shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or applicable laws;
2. contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the pay period prior to the date the grievance was submitted to the Employer in Step 1 of the grievance procedure.

The question of arbitrability may be raised by either party before the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

Arbitration Expenses

The expenses and charges of obtaining the list shall be borne by the party requesting it. The expenses of the arbitration hearing/arbitrator's fees shall be split equally by the parties. The expense and compensation of any court reporter or transcript shall be borne by the party requesting them, or split equally if both parties make the request. Witness expenses shall be borne by the party calling the witness.

ARTICLE 12 **SENIORITY**

Seniority shall be defined as the length of continuous full-time service computed from the date of appointment to full-time status in the Fire Department.

ARTICLE 13 **VACATION**

Section 1. Employees covered by this Agreement shall receive vacation as follows:

- A. Five (5) days of vacation with pay after rendering one (1) year of service.
- B. Eight (8) days of vacation with pay after rendering five (5) years of service.
- C. Eleven (11) days of vacation with pay after rendering ten (10) years of service.
- D. Fourteen (14) days of vacation with pay after rendering fifteen (15) years of service.
- E. One additional day of vacation with pay for every additional five (5) year period which occurs after the first (15) years.

Section 2. Vacation may be taken by the day or cumulative as requested by the member. However, request by the member shall be granted on the basis of seniority should a scheduling conflict between bargaining members occur and said request shall not result in the creation of overtime, without the approval of the Employer/designee at his sole and exclusive discretion. All requests for vacation time shall be with the approval of the Fire Chief and subject to the efficient and effective operation of the Fire Department.

Section 3. In the event Ohio law is changed to allow an increase in vacation time, the provision of this Agreement shall prevail.

ARTICLE 14 **ACCUMULATED VACATION TIME**

Section 1. A bargaining unit member shall be allowed to accumulate up to three (3) years unused vacation time during his/her career as provided in accordance to Section 124.13 of the Ohio Revised Code.

Section 2. This vacation time can be used as provided in Article 12. If said accumulated vacation time is unused upon retirement, then said employee shall be paid for the value of said accrued but unused vacation time. Such payment shall be based on the employee's rate of pay at the time he/she accumulated the vacation time. The maximum payment that may be made under this Agreement shall be for three (3) years accumulated unused vacation time.

ARTICLE 15
UNIFORM ALLOWANCE

Section 1. Each bargaining unit member of the Fire Department shall receive a uniform allowance of one thousand fifty dollars (\$1,050.00) per year payable between the 20th day of February and the 15th day of July in each and every year.

Section 2. Protective gear shall be provided by the City, as needed.

Section 3. Newly appointed firefighters or newly promoted officers shall be issued all required clothing for that position provided by the City.

ARTICLE 16
PAY STUB

Section 1. The Auditor will indicate on the first pay stub of each month the total sick time and vacation time said Fire Engineer has accumulated.

ARTICLE 17
WAGES AND SALARIES

Section 1. Bargaining unit members will receive pay increases during the term of this agreement as set forth herein.

Section 2. Effective November 1, 2011, bargaining unit rates of pay shall be as follows:

Classification	Annual Salary	Actual (2012)	
	Effective 11/1/2011	Hourly Rate	OT Rate
After 3 years	\$41,690.26	\$14.32	\$31.12
After 2 years	\$39,518.68	\$13.57	\$29.55
After 1 year	\$37,347.11	\$12.83	\$27.99
Entry Rate	\$35,175.53	\$12.08	\$26.42

ARTICLE 18
MILITARY LEAVE

Section 1. Any employee going for U.S. Armed Forces Reserve Training for a maximum of two (2) weeks per year shall be paid full salary provided said employee signs over to the City any check received from the U.S. Armed Forces for said training.

ARTICLE 19
HEALTH INSURANCE

Section 1. The City agrees to provide major medical/health care/hospitalization and ancillary coverage(s) (i.e., dental, vision, etc.) for all bargaining unit members in accordance with the terms and conditions of this article.

Section 2. Insurance Committee. There is hereby established a City Health Insurance Committee whose purpose is to select coverage(s), establish and adjust benefit levels during the term of the agreement, evaluate and select providers, and otherwise set the terms and conditions of insurance coverage within the maximum costs set forth in this article. Actions of the Insurance Committee shall be approved and implemented through majority vote, subject to final approval of Council.

Section 3. Committee Composition. The committee shall consist of the Mayor, the Finance Chairman of City Council, the Auditor, and the employee representative from each of the following known employee groups: the FOP, the IAFF, the OPBA, AFSCME, the street department, and the non-classified employees department.

Section 4. Premium Costs/Employee Contribution. During the term of this agreement, bargaining unit members shall agree to implement cost containment measures, through the committee structure, that will ensure that the City's total family premium cost does not exceed the yearly maximums set forth below:

For the term of the agreement, should the total family insurance premium cost fall between one thousand dollars (\$1,000.00) and one thousand one hundred dollars (\$1,100.00), bargaining unit members will contribute six percent (6%) of the applicable premium cost, not to exceed sixty-five dollars (\$65.00), whichever is greater. Should the total family insurance premium cost fall between one thousand one hundred dollars (\$1,100.00), and one thousand two hundred dollars (\$1,200.00), bargaining unit members will contribute seven percent (7%) of the applicable premium cost, not to exceed eighty-five dollars (\$85.00), whichever is greater. The insurance committee will institute measures to ensure that the total family insurance premium cost does not exceed one thousand two hundred dollars (\$1,200.00).

The insurance committee shall select a plan within the cost parameters set forth above which shall be the "base plan offering." Notwithstanding this, the committee may also recommend additional plan options outside of the cost parameters set forth above. Such additional plans shall be considered "buy up" options that the employee may elect to participate in and pay any additional costs above the "base plan" associated with applicable coverage level selected should he so desire.

Section 5. Alternative Coverage. Notwithstanding the provisions above which provide for health care coverage, the Union agrees that the Employer may offer non-mandatory and voluntary alternative health care coverage programs during the term of the agreement. The terms and conditions of such alternative programs shall be determined by the Employer. The cost

and/or the terms and conditions of said programs shall be at the discretion of the Employer and may be subject to change. In the event of changes in the cost and/or terms and conditions of such alternative programs, affected employees may withdraw from said program and shall be entitled to the benefits described in the sections above.

Section 6. Spousal Coverage. As adopted by the insurance committee and approved by Council, all spouses shall be afforded the City of Struthers Health Insurance Plan provided that no other insurance is available to them by any other source, or which would cost them out-of-pocket premium expenses of more than thirty-five percent (35%) of the City of Struthers' family premium cost for the applicable coverage for medical and other insurances offered by the City. Said insurance plan should be reasonable in comparison to the City's current base plan offered in Section 4 as determined by the City's health insurance broker. In the vent that either medical or other insurances are available to the spouse at an out-of-pocket premium expense to said spouse of less than thirty-five percent (35%) of the City of Struthers' current family premium cost for the applicable insurance coverage, the spouse must then waive coverage in the City insurance plan for that insurance.

ARTICLE 20 LIFE INSURANCE

Section 1. The City shall insure the life of each member of the bargaining unit for the amount of forty thousand dollars (\$40,000.00), the premiums for which shall be paid entirely by the City for the duration of this agreement.

ARTICLE 21 PROBATIONARY PERIOD

Section 1. There shall be a probation period of one (1) year for new appointees of the Fire Department.

Section 2. Any probationary employee who has worked for at least six (6) months, and is laid off or injured due to an accident or illness, need not start his/her probation period over again upon his/her return to work. He/she will be required to complete the remaining six (6) months of their probation period. However, during his/her probation period if the employee request a leave of absence, regardless of the probation time served, he/she must fulfill the entire one (1) year probation period after returning to work.

ARTICLE 22 HOLIDAY PROVISIONS

Section 1. In the event it becomes necessary to determine or compute the basic hourly rate of any bargaining unit member whose basic hourly rate is not specific, the following formula shall be used: the annual salary of said employee shall be divided by 2080 hours.

Section 2. Any bargaining unit member who works on any holiday shall be paid his/her base salary plus two and one-quarter (2 1/4) times his/her base rate for the hours worked on said

holiday. However, in no event shall said employee be paid holiday pay for more than one (1) eight (8) hour shift on a holiday.

Section 3. Any bargaining unit member who does not work his/her regular schedule the day before and the day after a holiday, unless for emergency hospitalization or death of an immediate family member as defined in this Agreement, shall not be paid for the holiday. Any member who is not scheduled to work on a designated holiday shall be paid his/her regular pay for said day.

ARTICLE 23 HOLIDAYS

Section 1. Holidays shall be celebrated on the actual date of the holiday. For example: January 1st shall be celebrated as a holiday on the day it actually falls and not on the following Monday. The holidays are as follows:

1. New Years Day, the first day of January.
2. Washington-Lincoln Day, the third Monday of February.
3. Memorial Day, the last Monday of May.
4. Independence Day, the fourth of July.
5. Labor Day, the first Monday of September.
6. Columbus Day, the second Monday of October.
7. Veterans Day, the eleventh day of November.
8. Thanksgiving, the fourth Thursday of November.
9. Christmas, the twenty-fifth day of December.
10. Friday prior to Easter Sunday.

Above holidays are designated legal holidays as provided in this contract.

ARTICLE 24 HEALTH AND SAFETY

Section 1. It is the responsibility of the City of Struthers and the Struthers Fire Department to provide a safe and healthy work environment for its members.

Section 2. The City and the Union agree to cooperate to the fullest in matters of health, safety, and sanitation, in order to eliminate, as much as possible, accidents, death, injuries and illness in the Fire Department.

Section 3. The Union shall appoint a health and safety committee consisting of two (2) members of its membership. Said committee shall meet with the Fire Chief, upon the written request of either party, to discuss health and safety conditions in the Fire Department.

Section 4. A record, signed by both parties, shall be made of said meetings that identifies the concerns addressed, outcomes, and any measures agreed upon to address the health and safety concerns. A copy of said meeting record shall be provided to each party and the Safety Service Director.

Health and Safety/Bloodborne Pathogens

Section 5. To minimize the risk of exposure to bloodborne pathogens, the City of Struthers and the Struthers Fire Department shall provide all members of the bargaining unit with proper infection control protective equipment. This shall include disposable medical gloves, face mask, gowns, and eye wear. Also, that the necessary cleaning and disinfecting supplies shall be provided.

Section 6. The City of Struthers and the Fire Department shall also provide instruction in preventative health care practices so that the members possess a basic awareness of infectious diseases, understand the risks and severity of various types of exposures, and exhibit proper skills in infection control.

Section 7. The City of Struthers shall make available and ensure that all members of the bargaining unit be offered vaccination against Hepatitis B. Also, the vaccination for Hepatitis B is not mandatory and if a member declines to be vaccinated, he/she shall sign documentation that he/she refused said vaccination.

Section 8. All exposures shall be recorded in writing as soon as possible after the incident using a standardized form designed to allow for efficient follow up. Included in said record shall be a description of the task being performed, when the exposure occurred, the means of transmission, the portal of entry, the infection control garments and equipment utilized and the disposition of medical management. The record of exposure form shall become part of the member's confidential permanent health file. A record of the member's exposure shall be made available to the member upon request. The Fire Department infectious exposure form provided in NFPA standard 1581 will be utilized for documentation of exposures to members of the Struthers Fire Department.

Section 9. The City of Struthers provides all equipment necessary for disposal of contaminated equipment and medical supplies. This equipment is to include leak proof bags capable of being sealed, closable collection containers. Said medical waste shall be disposed of utilizing an approved medical waste site.

ARTICLE 25 UNUSED ACCUMULATED SICK LEAVE

Section 1. Any member of the bargaining unit hired prior to January 1, 1985, will be paid cash for one-half or 50% of the value of his/her accrued but unused sick leave credit, upon his/her retirement, and that payment shall be based on the employee's 1993 rate of pay for all hours accumulated as of January 31, 1993, and at the rate of pay at which sick leave is earned thereafter.

Section 2. Any member of the bargaining unit hired after January 1, 1985, will be paid cash for 35% of the value of his/her accrued but unused sick leave credit, upon his/her retirement, and that payment shall be based on the employee's 1993 rate of pay for all hours accumulated as of January 31, 1993, and at the rate of pay at which sick time is earned thereafter.

Section 3. Any member of the bargaining unit with ten (10) or more years of service with the City is to be paid cash for the value of his/her unused sick leave credit as per Sections 22.1 or 22.2.

ARTICLE 26 **SICK LEAVE**

Section 1. Accrual. All members of the bargaining unit shall earn sick leave at the rate of four and six tenths (4.6) hours per eighty (80) hours service to a limit of three thousand (3000) hours.

Section 2. Usage. Sick leave shall be granted to members for absence from regularly scheduled hours of employment, upon approval of the Employer, for the following reasons:

- A. Sickness, illness, or injury of the member.
- B. Exposure to contagious disease which can be communicated to other persons.
- C. Sickness, illness, or injury to a member of his/her immediate family.
- D. Pregnancy of the member.
- E. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner which cannot be scheduled during non-work hours.

Section 3. Immediate Family Defined. Immediate family is defined as the employee's spouse, child, mother, father, step-child, sibling, or other relative residing with the employee. In the event of an emergency, sick leave may be granted for familial relationships other than those listed above.

Section 4. Charging of Sick Leave. Sick leave shall be charged in minimum increments of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Notification. When an employee is unable to report to work due to illness or injury, he shall notify his immediate supervisor, or other designated person, one-half (1/2) hour prior to the start of his shift, unless an emergency prevents such notice.

Section 6. Documentation. Employees shall furnish a satisfactory written, signed statement to justify the use of sick leave. Where the employee utilizes sick leave for three (3) consecutive days or more, he shall provide a certificate from a licensed practitioner stating the nature of the illness, the treatment, and the practitioner's opinion about the employee's ability to return to work and perform the essential functions of his position. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 7. Employer Required Examination. If the Employer has a reasonable basis for believing that an employee is no longer mentally or physically capable of performing the

essential functions of his position, or poses a threat to himself or others, the Employer may order an examination by an appropriately qualified medical professional, at the Employer's expense.

Upon receipt of the medical professional's opinion on fitness for duty, the Employer, the IAFF, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon disability leave or disability separation, in accordance with the City of Struthers Municipal Civil Service Rules. Appeals of such actions shall be processed through the Municipal Civil Service Commission and are not subject to the grievance procedure.

Section 8. Sick Leave Transfer. An employee hired after January 1, 2009, who transfers to the City from another public agency, shall be credited with the unused balance of his accumulated sick leave up to a maximum of one hundred twenty (120) hours. Such transferred balance is not eligible for conversion as provided under this Agreement.

ARTICLE 27 LEAVE OF ABSENCE

Section 1. The City may grant a temporary leave without pay for a period not to exceed six (6) months upon request of a member showing good cause.

Section 2. Such request shall not be unreasonably denied. This leave may only be granted once to an employee for the duration of this contract. No more than one (1) employee at a time may enjoy this leave unless the City makes an exception, which exception shall be within the City's sole discretionary authority.

ARTICLE 28 INJURY ON DUTY

Section 1. All members of the bargaining unit shall be entitled to fourteen (14) scheduled working days of leave with pay for a service-connected injury or disability, sustained in the performance of his/her duties, provided he/she shall apply for and assign to the City any Workers' Compensation benefits he/she receives for the injury leave period. In the event that Workers' Compensation benefits do not begin during the fourteen (14) day period, through no fault of the employee, said injury leave shall be extended for up to twenty-eight (28) scheduled working days, subject to the aforementioned conditions.

Section 2. Whenever a bargaining unit member is required to stop working because of a service-connected injury or disability, he/she shall be paid for the remaining hours of that work day and such time shall not be charged to leave of any kind.

Section 3. The parties agree to follow the administrative procedures established by the Ohio Bureau of Workers' Compensation set out at Ohio Administrative Code 4123:5-20 or any amendment thereof in implementing these paragraphs of this Agreement.

Section 4. Bargaining unit members injured on duty shall also be entitled to full hospitalization coverage for six (6) months after injury.

ARTICLE 29
LONGEVITY PAY

Section 1. Longevity shall be based on two dollars and ninety-three cents (\$2.93) per each month of service after completion of five (5) full years, commencing the first month of the 6th year.

Year	Annual	Year	Annual
6 th year	176.00	17 th year	\$563.20
7 th year	211.20	18 th year	\$598.40
8 th year	246.40	19 th year	\$633.60
9 th year	281.60	20 th year	\$668.80
10 th year	316.80	21 st year	\$704.00
11 th year	352.00	22 nd year	\$739.20
12 th year	387.20	23 rd year	\$774.40
13 th year	422.40	24 th year	\$809.60
14 th year	457.60	25 th year	\$844.80
15 th year	492.80	26 th year	\$880.00
16 th year	528.00		

ARTICLE 30
WORK PERIOD AND OVERTIME

Section 1. The regular work day for bargaining unit members shall consist of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) hours off duty.

Section 2. All bargaining unit members are obligated to work one hundred and sixty-eight (168) hours in a twenty-one (21) day work period. All hours worked in excess of one hundred and fifty-nine (159) in a twenty-one (21) day work period shall be compensated with compensatory time as follows in Article 30.3.

Section 3. Each bargaining unit member shall accrue at the beginning of each year a maximum of ninety-six (96) hours of compensatory time. New members, in the year that they are hired, shall earn A/T time on a prorated basis using the following schedule:

0-3 months worked	24 hours
3-6 months worked	48 hours
6-9 months worked	72 hours
9-12 months worked	96 hours

Section 4. Ninety-six (96) hours of said accrued time can be taken as time off, with the approval of the Fire Chief, but cannot result in overtime. Time not used shall be cashed in at an hourly

rate of base salary divided by 2912 hours, provided said member has not been off work for three (3) months or more for any reason except for an injury on duty.

The cashing in of the unused A/T hours shall not be initiated before October 1st of each year. A two (2) week notice shall be given in writing to the Auditor by the member for the purpose of cashing in the unused hours of accrued time.

Section 5. At the time of an employee's death, retirement, or resignation, the employee or heir shall be paid in cash for all unused accrued time. All members must work for eight (8) months to be entitled to cash in unused hours of accrued time. If an on-the-job injury occurs, time off will not be counted against the member for the purpose of cashing in his/her hours of accrued time.

Section 6. Accrued time may not be carried over to the next year. Time must be used within the year in which it was accrued or cashed out.

Section 7: The compensatory time provided in this section replaces any existing work period provisions which existed prior to adoption of this agreement and is in accordance with the requirements of the Fair Labor Standards Act (FLSA).

ARTICLE 31 **CAUSE FOR EMERGENCY RECALL TO DUTY**

Section 1. In case of national, state, or local emergencies such as serious fires, common disasters, floods, riots, etc., all members are subject to immediate action as required and subject to the orders of the Fire Chief and/or the Mayor and Safety Service Director.

ARTICLE 32 **SEVERABILITY**

Section 1. If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes and ordinances, all other provisions of this Agreement shall remain in force and effect for the duration of the Agreement.

ARTICLE 33 **REDUCTION IN FORCE & RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, ORC 124.38, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Struthers Municipal Civil Service Commission governing work force reductions. Should the Union wish to challenge the City's actions under this article, the proper venue shall be the grievance and arbitration procedure.

Section 2. Notice. Whenever the Employer determines that a lack of funds or lack of work exists or that a reorganization in the operations of the Employer is necessary, a reduction in force

shall occur (i.e., layoff or job abolishment). The Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that a reduction in force is to be made within the bargaining unit, the member with the least amount of seniority shall be laid off first. Seniority, for the purposes of reduction and recall, is calculated in accordance with Article 11 of this Agreement.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for thirty-six (36) months. When the Employer determines that it wishes to recall laid off members of the bargaining unit, the City shall recall from the layoff list in reverse order in which the member was laid off.

Employees shall be given thirty (30) calendar days advance notice of recall and such notice shall be sent to the employee's last address on record by certified mail. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for their position.

ARTICLE 34 **FUNERAL LEAVE**

Section 1. The members of the bargaining unit shall be granted funeral leave upon death of a relative mentioned as follows:

- | | |
|---------------------------|------------------------|
| A. Spouse | E. Parents-in-law |
| B. Children/Grandchildren | F. Grandparents-in-law |
| C. Parents | G. Brother/Sister |
| D. Grandparents | H. Step Children |

Section 2. The funeral leave shall consist of one (1) workday. If needed, a second (2nd) workday shall be granted by the Fire Chief. Examples of need: the funeral has not been completed in time for the employee's next workday or the funeral site is further than two hundred (200) miles.

Section 3. A third (3rd) workday shall be granted if needed by the Fire Chief. This workday shall be charged to the member as sick leave. (This is based on Ohio Statute 124.38, Sick Leave for Public Employees.)

Section 4. Should the death occur while the employee is on duty, the employee shall be relieved of duty and that workday shall not be counted as funeral leave. Said member shall receive his/her pay for that day.

ARTICLE 35 **ACTING CHIEF**

Section 1. When a vacancy occurs in the position of Fire Chief for four (4) or more days in any week (Monday - Friday), a bargaining unit member shall be appointed as an Acting Chief by the

Fire Chief. Said member shall have a minimum of five (5) years service as a Struthers Fire Department Engineer to be eligible.

Section 2. As Acting Chief, the member shall work his/her regular work schedule and assume the duties and responsibilities of the Fire Chief as outlined by the Ohio Revised Code, local ordinances and the Rules and Regulations of the Struthers Fire Department.

Section 3. The Acting Chief position shall run weekly from Sunday through Saturday and the Acting Fire Chief shall be on call for that week. The Acting Chief shall be compensated for such work at a rate determined by the following formula:

Fire Chief's annual salary divided by fifty-two (52) weeks minus the member's annual salary divided by fifty-two (52) weeks

ARTICLE 36 DRUG AND ALCOHOL POLICY

Section 1. All bargaining unit members of the Fire Department agree to sign and adopt the City of Struthers Drug and Alcohol Policy with the added step of first offense of an alcohol level .05 or lower being one (1) twenty-four (24) hour shift off without pay. The City of Struthers reserves the right to test said member within one (1) month of return to work. A second offense would revert to the first offense of the City's policy. The parties agree that members shall not be required to submit to a random drug screen at times other than when they are on shift.

ARTICLE 37 REIMBURSEMENT FOR EYEGLASSES

Section 1. If in the course of routine fire fighting, a member of the bargaining unit damages his/her eyeglasses and injury is not incurred, the City shall reimburse said member for up to fifty percent (50%) or one hundred dollars (\$100.00), whichever is less, for replacement of the glasses.

Section 2. If injury does occur, said claim shall be filed with the Bureau of Workmen's Compensation for eyewear cost.

ARTICLE 38 ADDITIONAL DUTIES / RATE OF PAY

Section 1. When a bargaining unit member performs additional duties, and whenever said duties cannot be practically conducted during a member's regularly scheduled work day, or without interfering with the member's regular duties, or require use of personal time, and are required and approved by the Fire Chief, said member shall be paid his overtime rate for hours worked.

Section 2. In order to receive pay for those hours worked, a sign-up sheet will be filled out and submitted.

Section 3. A bargaining unit member shall be granted one (1) personal day off with pay for each twenty-four (24) hours worked off duty on approved Fire Prevention activities. Said Fire Chief shall schedule activities and the number of members necessary to conduct Fire Prevention Program Activities. Any earned personal days must be taken within one (1) year of accrual, subject to the approval of the Fire Chief and shall not create overtime. An accumulation, or balance, of less than twenty-four (24) hours per member shall be cashed in at the rate and terms provided for in Article 29.4 and 29.6, respectfully.

**ARTICLE 39
COURT TIME**

Section 1. Any member who is called to testify before a court of law or other governmental body, commission, or board, shall be paid straight time for hours spent in attendance at such hearings up to four (4) hours maximum.

**ARTICLE 40
TRAINING PROVISION**

Section 1. Recognizing the need to maintain a training program to enhance Department preparedness and effectiveness, appropriated training funds shall be specifically limited for use in first, providing fire personal with training required by law and secondly, for other training needs deemed desirable, and approved by the Fire Chief

Section 2. All bargaining unit members, excluding the Fire Chief, shall be entitled to a training bonus for attending 50-74% of approved Fire Department Training sessions or 75-100% of approved training sessions during each year of this Agreement. Training bonuses are four hundred (\$400.00) and six hundred dollars (\$600.00), respectively. Said training bonuses shall be dispersed no later than February 15th following the year earned.

**ARTICLE 41
MINIMUM PERFORMANCE STANDARDS**

Section 1. All bargaining unit members agree to perform an annual minimum performance standards (MPS) test. Bargaining unit members that successfully complete the MPS test shall receive an annual nine hundred dollar (\$900.00) performance bonus. Payment for successful completion of the MPS test will be distributed in November of each year.

Section 2. MPS Testing will be performed according to the following schedule. Task A & B shall be performed annually on the first scheduled workday in February falling on Wednesday, Thursday, or Friday. If any member is off, it shall be made up on their second shift back falling on a weekday. Task C & D shall be performed annually on the first scheduled workday in June falling on a Wednesday, Thursday, or Friday. If any member is off, it shall be made up on their second shift back falling on a weekday.

Section 3. The Fire Chief shall conduct the MPS test. All members shall have three (3) attempts to perform each task. If after three (3) attempts a member's performance is unsatisfactory or incomplete, a new date at least two (2) weeks after the initial date will be scheduled. The second

(2nd) test date shall be attended by the member, a Union official, the Fire Chief, and Safety-Service Director and/or the Mayor. The member in question shall be given three (3) more attempts at the task in question. If, after three (3) more attempts the member shows no improvement, the city reserves the right to place said member on sick leave until such time that said member can perform all tasks of the MPS test.

Section 4. The following tasks comprise the MPS Test:

- A. Task A: Donning of air pack, which consists of donning an air pack and face piece. There shall be a ninety (90) second time limit on Task A.
- B. Task B: Knot tying, which shall consist of tying five (5) basic knots. The square, becket, bowline, clove hitch, and the figure eight.
- C. Task C: Basic fire ground scenario, which consists of setting the airbrake of the pumper and transferring it to pump exiting the truck and pulling a 150' pre-connect attack line, returning to the pump and charging said hand line. There shall be a eight (8) minute time limit on Task C.
- D. Task D: Ladder raise, consisting of approaching and removing a roof ladder. Using a one man ladder, carry and raise onto a wall, ascend to and touch the top rung, descend and return said ladder to its place on the pumper. There shall be a ten (10) minute time limit on Task D.

ARTICLE 42
TERMS OF AGREEMENT AND TERMINATION

Section 1. This Agreement shall be effective November 1, 2011, and shall remain in full force and effect through October 31, 2014.

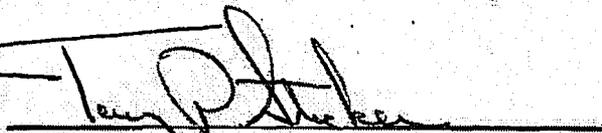
Section 2. It shall be automatically renewed from year to year unless either party notifies the other of its desire to terminate this Agreement and to begin negotiations respecting the terms of a new Agreement. Said notice shall be in writing and presented at least sixty (60) days but no more than ninety (90) days prior to October 31, 2011. At the time the request is made for opening negotiations the party requesting the opening of negotiations shall suggest the time and place of the first negotiation session. This Agreement shall remain in full force and effect during the period of negotiations. The parties may mutually agree to extend the terms of this Agreement pending negotiations.

SIGNATURE PAGE

Signed and dated at Struthers, Ohio, on this 14TH day of November, 2011.

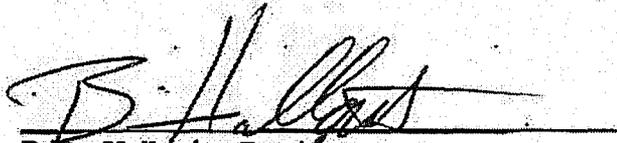
FOR THE CITY OF STRUTHERS

FOR THE IAFF, LOCAL # 1910


Terry Stocker, Mayor

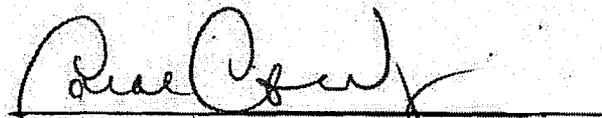

Michael P. Taylor, IAFF/OAPFF
3rd District Vice-President


Edward Wildes, Safety/Service Director


Brian Hallquist, President
IAFF Local #1910


Michael D. Esposito, Chief Negotiator
Clemans, Nelson, & Associates

Approved as to Form:


Carol Clement-Wagner, Law Director

SIDE LETTER
WAGE SCHEDULE ADMINISTRATION

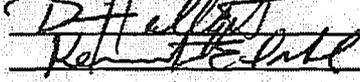
The parties agree that the new wage schedule contained in Article 17, Wages and Salaries, shall not apply to any employee that was a member of the bargaining unit on November 1, 2008. Those persons that were members of the unit on that date are grandfathered into the prior contract's step system and shall remain at or be moved to the top rate of pay under the current agreement after the completion of one (1) year of full-time service.

FOR THE EMPLOYER



DATE SIGNED 11-15-11

FOR THE UNION



SIDE LETTER
HEALTH INSURANCE CAPS/CONTRIBUTIONS

Notwithstanding the caps set forth in the Article 19, Health Insurance, the parties acknowledge that during the course of the Agreement, discussions may occur concerning adjusting the contractual caps and/or contribution levels regarding insurance. Should the parties agree to cap and/or contribution adjustments, and provided that such is approved by the unit and Council, the parties agree to execute an amendment to the Agreement to reflect the changes to Article 19, Health Insurance.

FOR THE EMPLOYER

E. M. [Signature]

DATE SIGNED 11-15-11

FOR THE UNION

[Signature]

