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01/31/2014

**Collective Bargaining Agreement**

by and between

**The City of Streetsboro**

and the

**Streetsboro Part-time Firefighters**

**January 1, 2013 through December 31, 2015**

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**ARTICLE 1  
PREAMBLE**

This agreement is hereby entered into by and between the City of Streetsboro, Ohio (hereinafter "the Employer" or "the City") and the Streetsboro Part-time Fire Fighters organization, (hereinafter "the Organization"). Fire Fighters, (hereinafter will be referred to as "employees").

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Organization; and to provide for equitable and peaceful adjustment of any differences which may arise; and to establish wages, hours and other terms and conditions of employment.

**ARTICLE 2  
RECOGNITION**

The Employer hereby recognizes the organization as the sole and exclusive bargaining agent for all employees in the bargaining unit hereinafter described. The bargaining unit shall consist of all part-time employees in the following classifications.

Fire Fighter Classifications A and B

Fire Fighter Class B	Appointment through 18 months of service
Fire Fighter Class A - Step 1	More than 18 months of service, less than 24 months of service
Fire Fighter Class A - Step 2	More than 24 months of service, less than 36 months of service
Fire Fighter Class A - Step 3	More than 36 months of service

Fire Officer Classification

Lieutenant  
  
Captain

The bargaining unit excludes all full-time, seasonal and temporary employees. All management level and supervisory personnel as defined by the State Employment Relations Act (SERA), and all other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

Members of the bargaining unit shall hereinafter be referred to as "Employees".

While on active pay status (being paid); all rights, and working conditions enjoyed by the Employees at the present time which are not included 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 City and the Organization. This is not intended to preclude the Employer from establishing reasonable rules.

The parties agree that the classifications of Lieutenant and Captain shall not be extended to any members of the bargaining unit who do not already maintain that/those rank(s).

### **ARTICLE 3 PROBATIONARY EMPLOYEES**

Each new employee shall be required to serve a probationary period of eighteen (18) months as a Class B employee. A Class B probationary employee whose service has been determined by the Fire Chief, in his sole discretion, to be unsatisfactory shall have his employment terminated by the City of Streetsboro on or before the completion of his probationary period. The determination by the Fire Chief to terminate an employee during his probationary period shall not be grievable or appealable. Upon satisfactory completion of the probationary period an employee shall be given Class A status.

Probationary employees shall be defined as:

Fire Fighter Class B - Appointment through 18 months of service

Class B employees shall be afforded Organization representation and benefits as defined and set out in this Agreement Class B employees shall not be afforded recourse through the grievance procedure involving probationary discipline or discharge.

### **ARTICLE 4 FIRE FIGHTERS ORGANIZATION MEMBERSHIP AND DUES**

Membership in the Organization is not compulsory but the employer agrees to require of each new employee into the Fire Department, who is not a member of the Organization, as a condition of employment, to pay the organization, a fair share fee, equal, to the amount of dues and assessments paid by the Organization members. Furthermore, any individual employee who objects to joining a church or religious body of which such employee is a member and has historically held such objection and is tax exempt will be required to inform the Employer and Organization of his objection. The employee will meet with representatives and establish a satisfactory arrangement for distribution of a monetary contribution to Organization dues and assessments to a non-religious charity. The employee will furnish written proof to the Employer and the Organization that this has been done.

The City will deduct Organization membership dues from the wages and or allowances of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions, providing that there are provisions in this agreement granting compensation to said employees to cover the deduction.

The City will provide a monthly check-off of Organization membership dues for employees, subject to the following conditions:

- A. The Organization will provide the City with individual employee dues deduction cards certified in writing by both the employee and the Organization authorizing a voluntary

dues deduction for the employee on a monthly basis and the amount of the authorized monthly deduction. If the amount once certified is changed, the amount deducted from the earnings of an employee who has authorized such deduction shall not be increased or decreased until thirty (30) days written notice of such change has not been received by the City from an authorized officer of the Organization.

- B. The Organization shall furnish the name, title and address of the authorized person or organization to whom the monthly dues deduction payment shall be sent by the City.
- C. The City will forward payment of the total monthly dues deduction, and fair share fees, but it shall not be responsible for reconciling individual member dues deduction or fair share fees.
- D. The City will provide dues deductions for all employees covered by this Agreement the City will begin deductions commencing with the employees second (2nd) full month of employment.
- E. The City agrees to provide the Organization with hire dates for all part-time fire fighters. The City will provide the Organization, on a quarterly basis, a roster of all Employees that includes the effective or expiration dates of certifications. (Appendix B)
- F. The City agrees to notify the Secretary/Treasurer of the Organization of any changes in status of members of the collective bargaining unit whether by way of hire, discharge, retirement or otherwise within ten (10) days of said action or when the City becomes aware of such changes in status.
- G. The Employer will promptly notify the Organization of its decision to establish new part-time classifications, if a new classification is a successor title to classification covered by this Agreement with no substantial change in duties, the new classification shall automatically become part of this agreement.

The Organization and its members shall identify the City and hold it harmless against any and all suits, claims, demands and liabilities that may arise out of, or by reason of any action that shall be taken by the City for purposes of providing the monthly dues check off or fair share fee deductions or in reliance upon any authorization or list which shall be forwarded to the City by the organization to satisfy this provision, or the performance of any of the requirements of this Article. The Organization shall maintain a fair share appeal procedure with Chapter 4117 et seq. O.R.C.

## **ARTICLE 5 MANAGEMENT RIGHTS**

The Organization recognizes that the City has and will continue to retain, without limitations, all powers, rights, authority, duties and responsibilities heretofore conferred upon and vested in it by the laws and Constitutions of the State of Ohio and the United States and the Charter and Ordinances of the City of Streetsboro.

The City shall have the sole right, responsibility and prerogative of management of the affairs of the City and direction of the working forces, including but not limited to the following:

- A. To manage its affairs efficiently and economically, including the determination of the organization, determination of the overall budget, quantity and quality of service(s) to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any services, materials or methods of operation.
- B. The right to hire new employees; to determine the starting and quitting time and number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean-up times; to determine the amount of supervision necessary, work schedules and the method of process by which work is performed.
- C. To determine the care, maintenance and operation of equipment used for and on behalf of the purposes of the City.
- D. To introduce new equipment, machinery or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies and equipment and tools to be purchased. .
- E. To construct new facilities or to improve existing facilities including the determination of number, location and type of facilities and installations.
- F. To determine the size of the work force and the number of employees assigned to any particular job, assignment or operation.
- G. The right to contract, subcontract and purchase an or all work, processes or service; to adopt, revise and enforce working rules and carry out cost control and general improvement programs; prescribe and assign job duties, content and classification.
- H. To establish, combine, or discontinue job classifications and ensure that related work as required is .performed.
- I. To establish or continue polices, practices and procedures for conduct of operations and, from time to time, to change or abolish such policies, practices or procedures.
- J. The discipline and discharge employees for just cause and to adopt, revise and enforce rules and regulations for the performance of work in accordance with the requirements of the City.
- K. To transfer, promote and demote employees from one classification or shift to another within the Department. To demote employees only as disciplinary action. All demotions shall be subject to the grievance process up to and including arbitration.
- L. To determine the standards for selection for employment, to select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competency of employees to perform available work.
- M. To require employees to maintain a medically acceptable physical fitness condition consistent with the duties and responsibilities of the position occupied.
- N. Establish or continue policies, practices or procedures for the conduct of the Fire Department and its services to the citizens of the City of Streetsboro and, from time to

time, to change or abolish such practices or procedures; the right to determine and, from time to time, re-determine the number, locations and relocations and types of its employees or discontinue any performance of service by employees of the City of Streetsboro; determine the number of hours per day or week any operation of the Fire Department which may be carried on; select and determine the number and types of employees required; assign such work to such employees in accordance with the requirements determined by management authorities; establish training programs and upgrading requirements for employees within the Department; establish and change work: schedules and assignments; transfer, promote or demote employees or to layoff, terminate or otherwise relieve employees from duty; continue, alter, make and enforce reasonable rules for the maintenance of discipline; suspend, discharge or otherwise discipline employees for just cause and otherwise to take such measures as the management may determine to be necessary for the orderly and efficient operation of the Fire Department of the City of Streetsboro, Ohio, subject to the terms of this Agreement.

- O. To promulgate ability/agility requirements for new and existing employees.
- P. To maintain, enforce and require the current no tobacco use policy for new employees in effect as of December 31, 1995. (Appendix D)
- Q. To maintain, enforce and carry to completion all existing, signed, work agreements entered into with employees prior to the Agreement. (Exhibit D)
- R. To fulfill all of the City's legal responsibilities.

The rights of the Organization are specifically listed in this agreement, and all subjects not specifically listed herein are retained by the City.

The Employer shall not interfere with or prevent a meeting of any of the members and their representatives on City property for Organization business, provided such meeting time and place shall be presented to the Fire Chief, in advance, for approval.

## **ARTICLE 6 GRIEVANCE PROCEDURE**

- A. Purpose: The Grievance procedure is a method by which an employee can express a grievance as defined in the Agreement without fear of reprisal, and obtain a fair hearing at the lowest level possible.
- B. Definition of Grievance: A grievance is an allegation by an employee, group of employees, or the organization that the written provisions of the Agreement have been violated.
- C. Employee Rights: Except as otherwise provided herein, in all grievance proceedings, the employee may represent himself or may be represented only by the representatives of the Organization, and/or a personal legal counsel, at the sole expense of the employee.
- D. Job Action: Should any grievance arise, there shall be no suspension of work, slow down or any other job action, and the question shall be disposed of in the manner set forth in this Article.

E. Expeditious Process: Every effort shall be made to expedite the grievance process. Failure of the employee or his representatives to adhere to the time limits in appealing a decision shall result in the resolution which was obtained at the prior step. A failure on the part of the Captain, the Assistant Fire Chief, the Fire Chief or the City Safety Director to adhere to time limits shall move the grievance to the next step. The time limits may, however, be extended by the express written consent of the parties involved. For the purpose of this Article only, working days shall be defined as Monday through Friday, excluding holidays recognized by the Agreement

F. Grievance Form: All written grievance shall be submitted only on a mutually agreed grievance form and shall include the following information:

1. A statement of the grievance and the facts involved.
2. The Article and Section of the Agreement allegedly violated.
3. The remedy requested.
4. The signature of the employee and/or his representatives and the employee shall be bound by the acts of his representatives or legal counsel.

Grievance Steps: Grievances shall be settled in the following manner:

Step 1. The aggrieved employee shall orally present the facts to the Assistant Chief or the Fire Marshall; within five (5) working days of the date on which the grievance arose or which the employee became aware of the grievable event. In the event any grievance is not initiated within said time limits, the right to file said grievance shall be waived. Said Assistant Chief or the Fire Marshall shall reply to the employee, in writing, within three (3) working days from the date on which the grievance was submitted.

Step 2. If the grievance is not resolved in Step 1, the employee or his representative may submit the grievance in writing to the Fire Chief within three (3) working days from the response to the grievance from said Assistant Fire Chief or the Fire Marshall. Upon receipt of a written grievance, timely filed, the Fire Chief shall arrange a hearing within five (5) working days. Said hearing shall include the aggrieved employee and/or Organization member representatives, the Assistant Chief, the Fire Marshall and other parties necessary for full and complete determination of the grievance. The Fire Chief shall preside over the hearing, hear the entire case and obtain all of the facts. The Fire Chief shall then render a written decision within five (5) working days from the completion of the hearing.

Step 3. If the grievance is not resolved in Step 3, the employee or his representatives, may, within ten (10) calendar days from the receipt of the response of the Fire Chief to grievance, appeal the grievance by filing written notice with the City Safety Director, or his designee, requesting a hearing. The City Safety Director, or his designee, shall schedule a hearing within ten (10) days of the receipt of the notice of appeal. The City Safety Director, or his designee, shall render his decision within ten (10) calendar days of the hearing, with copies sent to all parties concerned.

Step 4. Except as otherwise provided herein, if the grievance is not resolved in Step 4, the employee, or his representatives within fourteen (14) calendar days from the receipt of the

decision of the Safety Director to the grievance, may appeal the grievance by filing written notice with the City of Streetsboro requesting binding arbitration. The City shall schedule a meeting, to be held within thirty (30) calendar days after notification of a request to arbitrate, to begin the selection procedures outlined below. The employee may withdraw his request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration.

After receipt of a request to arbitrate, the parties shall be selected from the American Arbitration Association (AAA). The AAA shall be jointly requested to submit a panel list of nine (9) arbitrators. Beginning with the employee, the parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the remaining name and request from the AAA another list of nine (9) names until a mutually agreeable arbitrator is selected. The arbitrator shall limit his decisions strictly to the interpretation, application or enforcement of specific Articles of this Agreement. He may not modify or amend this Agreement.

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

The decision of the arbitrator shall be final and binding on the employee, the Organization and the City. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs of the services of the arbitrator, the costs of production of any evidence requested by the arbitrator, the fee of the arbitrator and any other expense connected with the arbitration shall be borne by the losing party. The expenses of any non-employee witness shall be borne by the party calling said witness. The fees of a court reporter shall be paid by the party asking for the same, or divided equally by the employee and the City if both parties desire a reporter or request a copy of any transcripts.

## **ARTICLE 7 WORK WEEK DESCRIPTION (F.L.S.A. DUTY CYCLE)**

The Streetsboro Fire Department has chosen to use a twenty-eight (28) day duty cycle; not to exceed two-hundred twelve (212) hours. Callbacks are not counted toward the 212 hour maximum in a 28 day cycle.

All hours/time worked on station duty will be voluntarily signed for prior to their effective date. Employees, voluntarily committing to station duty, will be assigned to shifts by the Fire Chief, as he deems necessary, for the safe and effective operation of the Fire Department, and to provide the best possible protection for the citizens and the employees of the city of Streetsboro, and the employees of the Streetsboro Fire Department.

Any mandated hours actually worked in excess of 212 hours, in a twenty-eight (28) day cycle, will be compensated at a rate equal to one and one half (1½) times the employees base hourly rate.

Twenty-four (24) hours prior notice must be provided to the shift commander to call off duty. If an employee calls off duty 20% or more hours of the hours the employee was scheduled to work in a 28 day work period without finding a replacement, the employee will not be eligible for work in the next 28 day work period for double the amount of time the employee had taken off.

### Sign-up

1. For purposes of this provision the following definitions will be used:
  - A. "Shift" shall be defined as the particular day to which a bargaining unit member is assigned (A,B,C)
  - B. "Slot" shall be defined as incremental hours. There will be two (2) types of slots. One slot will be in defined as three (3) hour minimums, designated as follows:
    - 0900 hours to 1200 hours
    - 1200 hours to 1500 hours
    - 1500 hours to 1800 hours
    - 1800 hours to 2100 hours
    - 2100 hours to 0000 hours
    - 0000 hours to 0300 hours
    - 0300 hours to 0600 hours
    - 0600 hours to 0900 hours
  - C. "Night Slots" are those hours between 1800 hours and 0600 hours.
  - D. "Day Slots" are those hours between 0600 hours to 1800 hours.
  - E. "Weekend Slots" are those hours between Friday at 1800 hours and Monday at 0600 hours
  - F. "A-Job" is defined as the full-time position of a bargaining unit member who is employed elsewhere in a firefighting capacity.
  - G. "Cycle" is defined as a 28 day period used in sign-ups and scheduling, there shall be 13 Cycles in a calendar year.
  - H. Seniority shall be defined as total length of service with the Streetsboro Fire Department.
2. Bargaining unit members will sign up for the next Cycle thirty days (30) in advance. Within days one (1) through three (3) of the signup cycle, the top three (3) bargaining unit members on each shift according to seniority shall first select up to twenty-four (24) slots in a maximum of six (6) nights and an additional twenty-four (24) slots in a maximum of six (6)

days. Within days four (4) through six (6) of the signup cycle, the next two (2) bargaining unit members, on each shift according to seniority shall select up to sixteen (16) slots in a maximum of four (4) days and an additional sixteen (16) slots in a maximum of four (4) nights. Thereafter, within days seven (7) through nine (9) of the signup cycle, the remaining bargaining unit members, on each shift shall select any remaining slots up to twelve (12) slots in a maximum of three (3) days and an additional ten (10) slots in a maximum of three (3) nights.

Day thirty (30) through day twenty (21) will be filled as defined above by the on-duty shift employees. Day twenty-one (21) through eighteen (18) will be filled by Class A back-up shift employees. Day seventeen (17) through fifteen (15) will be filled by any Class A employee, and thereafter any remaining open shifts will then be selected on a first come, first serve basis by any employee (class A or class B).

Prior to signing up for any week day or week night slots all bargaining unit members must first sign up for twelve (12) weekend hours. No bargaining unit member will be permitted to sign up for any week day or week night slots if they have not signed up for the minimum required weekend slots per cycle.

3. In the event there are more than 5 bargaining unit members assigned to a shift, those not selecting according to the above paragraph shall select up to 48 hours per 28-day cycle by seniority.

4. Any remaining slots shall be selected by seniority with each bargaining unit member permitted to pick any single slot or contiguous group of slots. However, slots shall not be selected so as to create single slots which are unlikely to be chosen by anyone other than the selector.

5. Any bargaining unit member with an A-job will be automatically assigned to the shift following his A-job assignment unless he requests another shift from the Chief.

6. Bargaining unit members shall work an average of 9 hours per week over a rolling 5 cycle period. Moreover, those hours shall include a minimum of 24 weekend hours over 3 cycles.

7. The parties agree to re-open this Article no later than December 31, 2014, for the purposes of reviewing staffing coverage and discussing the slots as defined in section B of this Article.

## **ARTICLE 8 HOLIDAYS**

Any part-time employee actually working on the following holidays shall receive pay at a rate of two (2) times their regular hourly rate for each hour actually worked. The holiday begins at 6:00 am. on the holiday date and ends at 6:00 am. on the day following the holiday unless otherwise noted below.

Easter Sunday	Thanksgiving
Christmas Eve (12 hours, 18:00 to 06:00)	Christmas Day
New Year's Eve (12 hours, 18:00 to 06:00)	

Any part-time employee called in from off duty status in response to an alarm or for standby at

the station for any of the above holidays shall receive two (2) times their regular hourly rate for a minimum of two (2) hours.

Any part-time employee actually working on the following holidays shall receive pay at the rate of 1 ½ times their regular hourly rate for each hour actually worked. The holiday begins at 6:00 am of the holiday and ends at 6:00 am. on the day following the holiday.

New Year's Day	Memorial Day
Independence Day	Labor Day

Any part-time employee who is called in from off duty status in response to an alarm for standby at the station for any of the above holidays shall receive 1 ½ times their regular hourly rate for a minimum of two (2) hours.

## **ARTICLE 9 LEAVES OF ABSENCE**

A leave of absence may be granted by the Fire Chief with the approval of the City Safety Director under the following conditions.

1. Leave of absence is always without pay.
2. Leave of absence may only be granted to part-time employees who have two (2) years of continuous service.
3. The request for a leave of absence must be in writing from the employee outlining the reasons.
4. The employee shall return all issued equipment and uniforms.
5. Failure to return from a leave of absence at the specified date will be considered as a resignation.
6. All approved leaves of absence shall be confirmed in writing to the employee by the City Safety Director with a copy to the employee's file.
7. Re-employment, if applicable, should be part of the conditions of the leave of absence. If not, the employee is subject to the availability of employment at the time of his requested return. Employees returning from military service are subject to the Veterans Re-Employment Rights.
8. Under no circumstances will a leave of absence extend beyond 180 days without the prior approval from the Fire Chief and the Safety Director's consents to a further extension. The decision of by management as to whether an extension should be granted and the length of any extension is final, binding and conclusive and his decision is not grievable.
9. Any employee who fails to participate in the activities of the Fire Department for more than two (2) sequential pay periods or any three (3) pay periods out of three (3) months (not to include absences related to injuries or medical leave) will be

notified, in writing via certified mail, by the Fire Chief that they are being placed on an involuntary leave of absence. They will be required to submit a written statement and meet with the Fire Chief to discuss their return to active status.

### **Light Duty**

In the event an employee is injured while on-duty, that employee may apply for light duty, if available, at the Fire Chiefs sole and absolute discretion. The decision of the Fire Chief as to whether light duty should be granted is final, binding and conclusive and his decision is not grievable.

## **ARTICLE 10 WAGES AND COMPENSATION**

- A Effective January 1, 2013, all employees governed by this Agreement shall receive wages at the rates set forth in Appendix A hereof. The wage rates in Appendix A shall reflect a one percent (1%) increase effective January 1, 2013, a one percent (1%) increase effective January 1, 2014 and a two percent (2%) increase effective January 1, 2015.
- B Employees not committed to station duty, and request or ordered in for duty in response to an emergency shall receive a minimum of two (2) hours "show up time" at their regular hourly rate, for the initial emergency call, subsequent emergency call shall only extend the duration of duty and shall not produce additional minimums. The Fire Chief or his designee may require employees to remain at the Fire Station while being compensated for "show up time". Two (2) hours (show up time) will be paid in full. If the employee called back is scheduled for regular station duty with the two hours, all show up time up to the first 2 hours will be paid in addition to station duty.
- C All certification increases and regular pay increases will be paid as of the date acquired.
- D The Employer will provide to the Union President at least quarterly, an up to date pay roster. Employees may individually review their pay record with the Fire Chief.

## **ARTICLE 11 ALLOWANCES**

- A. Employees who travel on authorized City business for training or professional development purposes, approved by the Fire Chief and the City Safety Director as being in the best interest of the City, shall be reimbursed for reasonable travel purpose, including mileage, air, rail or bus fares, parking, lodging and meals. The City Safety Director may establish maximum reimbursable limits for travel expenses. Round trip travel from the employee's home to the City may be deducted from mileage calculations.
- B. Registration fees for conferences, seminars or other such events deemed to be in the best interest of the City, when approved by the Fire Chief and the City Safety Director, shall be paid for the employee, either by direct payment, by advancement or reimbursement.
- C. In the event that an employee receives prior approval by the Fire Chief to use his personal

vehicle for the purpose of City business, such employee will be reimbursed at the per mile rate as set by City Ordinance.

**ARTICLE 12  
CLOTHING ALLOWANCE**

Part-time fire fighters will be issued the following work clothing at the time of hire;

1. two (2) tee shirts
2. two (2) pair work pants
3. two polo style shirt
4. one pair safety shoes or boots, initial issue only

In addition Part-time fire fighters shall receive:

Twenty dollars (\$20.00) per month maintenance allowance

Annually, on March 1, part-time firefighters will be issued the following allowance in the form of purchase orders, approved by the Chief and purchased through the Quarter Master (Hours will be based on prior year totals):

2,000 work hours and above	\$550.00
1,500 work hours to 1,999 hours	\$450.00
1,000 work hours to 1,499 hours	\$350.00
999 work hours and less	\$250.00

For 2013 the purchase order will be issued on July 1, 2013, and based upon the hours worked in 2012.

All specialized, required, combat (firefighting or EMSO clothing, shall be provided and replaced by the Employer, on an as needed basis, including but not limited to;

- Bunker gear (Coat & Pants)
- Hemet, Gloves, Hood
- Bunker boots
- Blood borne resistant jacket
- Masks, Glasses, Goggles

**ARTICLE 13  
PERSONNEL FILES**

Every employee shall be allowed to review the contents of his personnel file at all reasonable times upon prior written request. The City Safety Director or the Fire Chief shall be present when the personnel file is viewed. The personnel file shall also be available for review by the employee upon prior request at the time of an employee's evaluation.

**ARTICLE 14**  
**DISCIPLINE/DISCHARGE AND APPEAL**

Except as otherwise provided herein, the City shall have the right to discipline or discharge any employee for just cause.

If, without proper approval or notice to the Fire Chief, Assistant Fire Chief, Captain, an employee has been absent for one (1) tour of duty (24 hours) and fails to report at the scheduled starting time for the subsequent tour of duty, he shall be deemed to be A.W.O.L. and subject to discipline.

If, without proper approval or notice to the Fire Chief, Assistant Fire Chief, Captain, an employee has been absent for three (3) tour of duty and fails to report at the scheduled starting time for the subsequent tour of duty, he shall be deemed to have resigned his employment with the City.

Degrees of Discipline

1. Counseling and/or training of a non-punitive nature
2. Oral reprimand
3. Written reprimand
4. Suspension without pay
5. Dismissal

Counseling and/or Training of a Non-punitive Nature This type of disciplinary action is generally administered by any supervisor. This type of action is not appealable. Any record of this will be disregarded after twenty-four (24) month has elapsed after the last instance of discipline given to the Employee.

Oral Reprimand This type of disciplinary action is generally administered by any supervisor. This type of action is not appealable.

Written Reprimand This type of disciplinary action shall be administered by the Fire Chief, Assistant Fire Chief or Captain. This type of action is not appealable to arbitration, but may be appealed to the Mayor for final review. An employee receiving a written reprimand shall sign said written reprimand acknowledging receipt thereof; however, such acknowledgement of receipt shall not constitute an admission of any of the allegations contained in the written reprimand. An employee who receives a written reprimand may attach a written response to any part-time Captain within seventy-two (72) hours after the receipt of the acknowledgement of the written reprimand.

Suspension without Pay For the purpose of this section, a tour of duty consists of twenty four (24) hours.

The Fire Chief may suspend up to one (1) tour of duty, which suspension shall be appealable to arbitration. Any record of such suspension shall be removed from the employees file one (1) year after the date of the suspension. The Fire Chief may suspend an employee for more than one (1)

and up to two (2) tours of duty, which suspension shall be appealable to arbitration.

The City Safety Director has the authority to suspend any employee under his management and control. The suspension of an employee by the Safety Director up to, but less than, five (5) tours of duty shall be appealable to arbitration.

The employee shall be notified in writing of the suspension, the effective date thereof, the duration and the circumstances and reasons for the action.

Dismissal This type of disciplinary action is administered by City Safety Director. In the event of a judgment of dismissal, the City Safety Director shall notify the employee in writing of the dismissal, the effective date, the circumstances and reasons for the action. This action is appealable to arbitration.

Appeal through the grievance procedure as set forth above shall be the exclusive remedy available to employees covered by this Agreement.

## **ARTICLE 15**

### **EMT STATE CERTIFICATION AND CERTIFICATES OF EDUCATION**

A. Certification Maintenance; Continuing Education. All employees will maintain certifications or professional designations currently in effect at the time of execution of this contract and any certification or designation obtained after the execution of this contract.

1. Emergency Medical Technician-Basic (EMT -B)
2. Emergency Medical Technician-Advanced (EMT-E or EMT-D)
3. Emergency Medical Technician-Paramedic (EMT-P)
4. Fire fighter Basic (I-A)
5. Fire fighter Advanced (I-B or I-C)
6. Fire fighter Class H

The employee will attend all continuing education or training necessary for the maintenance of the above certifications. The City will pay for the education and training of the above certifications annually if (1) the City hires the fire fighter based on his having the certification or (2) the City requires the employee at the time he is hired to keep or to obtain the certification as a condition of employment:

It will be the responsibility of the employee to maintain certification levels and provide proof of such certification annually or semi-annually or at the request of the Fire Chief or his designee. The employee will enroll in City offered courses, at no cost to the employee, when such courses are made available. Employees shall receive their regular rate for all time spent in City offered courses or training. Employees who do not enroll or choose not to attend City offered courses or training required to maintain certifications, such employee shall be held responsible for payment and expenses of the training.

Continuing education or training not offered by the City and necessary to maintain the above certification will be paid by the City. In such circumstances, the City shall be responsible only for the payment of the tuition/cost of the course and for the employee's regular rate of pay for time actually spent in the course or training. The City shall not be responsible for travel time, mileage or any other expense.

B. New Training

Employee may request to obtain new or enhanced training not required by the City and not held at the time of the execution of this contract. Such requests must be submitted to the Safety Director. The Safety Director has the sole discretion in approving or denying new training. Denials of employee requests shall be non-grievable and no subject to any grievance or appeal procedure.

In the event the Safety Director approves new training, the City shall be responsible only for the payment of the tuition/cost and for the employee's regular rate of pay for time actually spent in the course training. The City shall not be responsible for travel time, mileage or any other expense. Upon completion and certification, the employee's regular rate of pay will be established by adjusting the employee's base step rate for each area and level of certification achieved, if applicable. (Refer to Appendix A for compensation rates).

- D. Any current employee or employee hired after the effective date of this Agreement shall maintain any certifications or professional designation the employee has at the time of hire and any certifications or designations thereafter obtained. Failure by the employee to maintain certification or professional designation he has at the time of hire or thereafter obtained shall be grounds for dismissal.

**ARTICLE 16  
DRUG/ALCOHOL TESTING**

The purpose of this Article is to provide a program by which employees may be assured of working in a safe and drug-free work environment, for their protections as well as the protection of the general public. In order to achieve this purpose, the City and the Organization do hereby agree on the following procedure for drug/alcohol test of the employees governed by this Agreement. Drug/alcohol testing may be conducted randomly and/or upon reasonable suspicion. Reasonable suspicion is an articulable belief that an employee used within the last three months, or is using, a controlled substance or alcohol in an unlawful or abusive manner drawn from specific and particularized facts and reasonable inferences from those facts.

Any employee required to submit to a drug/alcohol test based upon the "reasonable suspicion" of the City shall first be entitled to a written statement signed by a City Representative identifying the basis for the "reasonable suspicion". The City shall be entitled to supplement this statement within forty-eight (48) hours of its presentation of the statement to the employee.

Reasonable suspicion that an employee used, or is using a controlled substance or alcohol in an unlawful or abusive manner maybe based upon, but not limited to: .

- A. Observable phenomena, such as direct observation of drug or alcohol use or

possession and/or the physical symptoms of being under the influence of alcohol;

- B. Arrest or conviction for a drug or alcohol-related offense, or the indication of an employee as the focus of a criminal investigation into illegal drugs or alcohol possession, use, or trafficking;
- C. Information relating to an employee's use of a controlled substance or alcohol in an unlawful or abusive manner provided by reliable and creditable sources, the name and address of whom must be disclosed to the employee;
- D. Evidence that an employee has tampered with a previous drug test.
- E. Facts or circumstances developed in the course of an authorized investigation of an accident in which an employee is involved, which results in damage to property exceeding \$1,000.00; personal injury to the employee which results in the employee's absence from work for more than (1) day; or serious physical harm to another as defined in Section 2901.01(E) of the Ohio Revised Code.

Except as otherwise provided herein, all employees will be subject to random drug/alcohol testing two (2) times per calendar year.

Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol testing be released to a third party, except upon written authorization of the employee.

All drug/alcohol tests shall be blood or urine tests, to be designated by the City, and shall be conducted by a hospital or medical laboratory licensed by the State of Ohio or accredited by the College of American Pathologists. The procedure utilized shall include mass spectroscopy confirmed of any positive initial screening. The procedure utilized by the employer shall include a chain of custody procedure which includes at a minimum that the sample shall be drawn at a hospital or the medical testing laboratory where the test is to be performed. Once the sample is drawn, it shall be placed in three (3) separate containers and each container shall be sealed, dated and initialed by the employee, a supervisor of the employee and the person drawing the sample. All three (3) sample containers shall be refrigerated and stored at the same location. Each sample contained shall be dated and initialed by each person who handles the container(s).

The results of the test shall be simultaneously delivered to the Fire Chief and employee tested. An employee whose test result is positive shall have the right to request a certified copy of the test results in which the vendor shall affirm that the test results were obtained using the preceding procedures and the vendor shall identify the type of test used, the sensitivity of said test, the margin of error, the specific drug for which the employee tested positive and the level of such drug found.

Drug/alcohol tests shall be given to employees to detect the unlawful or abusive use of a controlled substance or alcohol as defined in Sections 3719.01 and 3719.41 of the Ohio Revised Code, if the test is positive, a confirmatory test shall be conducted by a different laboratory which shall also be licensed by the State of Ohio or accredited by the College of American Pathologists. Such tests shall be conducted utilizing fluid from no more than (2) of the three (3)

containers collected in the manner prescribed above.

In the event the second test confirms the results of the first test, the City may proceed with sanctions as set forth in this Article.

In the event the second test contradicts the results of the first test, the employer may request a third test at a third laboratory licensed by the State of Ohio or accredited by the College of American Pathologists. Such tests shall be conducted utilizing fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above. The results of this test, if positive, shall allow the employer to proceed with sanctions set forth in this Article, if the test results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed. In the event that any test is positive, the employee is entitled to have the sample in the third container tested at an approved laboratory, at the employee's expense. The results of this test, whether positive or negative shall have no effect on the City's right to proceed with sanctions as provided in this Article.

A positive test for alcohol shall be that level which exceeds five hundredths of one percent (.05) by weight of alcohol in the employee's blood.

After two (2) positive test results are received as set forth above, the City may require the employee to participate in a rehabilitation or detoxification program at City's expense. Discipline resulting from the positive findings of confirmatory sample testing shall be deferred pending rehabilitation of the individual within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, holiday leave and compensatory time for the period of the rehabilitation or detoxification program; If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. No leave, whether with or without pay, shall exceed one (1) year. Upon completion of such program and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance or alcohol, the employee shall be returned to the employee's former position. Such employee may be subject to periodic drug/alcohol testing upon the employee's return to work. Any employee in the above mention rehabilitation or detoxification program will not lose any seniority or benefits while on such leave.

If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation or detoxification, or if he test positive during a retesting within one (1) year from the employee's last day of work, the employee shall be subject to disciplinary action, including removal from the employee's position and the termination of the employee's employment.

Costs of all drug/alcohol tests shall be borne by the City, except that any test initiated at the request of the employee shall be the employee's expense.

The City may conduct four (4) test of the employee during the one (1) year period after the employee has completed the rehabilitation or detoxification program and such test need not be based upon "reasonable suspicion." However, drug/alcohol testing may be requested of an employee at any time, pursuant to any other provisions of this Agreement.

For the purpose of implementing the provision of this Article, each employee who undergoes a

drug/alcohol test at the request of the City shall execute a medical release in order for the City to obtain the results of these drug/alcohol tests. Except as otherwise provided by State or Federal law with regards to communicable diseases, the releases referred to in this Article shall authorize only the release of drug/alcohol test results. No other medical finding may be released without the express written permission of the employee.

The City shall comply with the Americans with Disabilities Act concerning Drug or Alcohol Dependency.

The city may not randomly test these bargaining unit employees until a city-wide random drug and alcohol testing program has been implemented.

#### **ARTICLE 17 NO STRIKES**

The organization agrees that during the term of this Agreement, there shall be no strikes, work stoppages, picketing, job actions, slowdowns or other cessations of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, organization representatives will continue to carry out their duties as employees and will take positive action to bring the activity to an end.

The City agrees that it will not lock-out any employee during the term of this Agreement.

For the purpose of this Agreement, the meaning of the term "job action" shall include but not be limited to any interruption of operations by employees; absence from work upon any pretext or excuse, such as illness or group sickout call, which is not founded in fact; or interruption of the operations of the City by the organization and/or its members.

#### **ARTICLE 18 HEALTH INSURANCE WAIVER**

It is the expectation, not the limitation, of the City, the organization and all part-time employees covered by this collective bargaining agreement that no part-time employee will work in excess of 1,500 hours in any year-

The Employer will provide, at no cost to the employee, a \$25,000 term life insurance policy

It is understood and agreed, pursuant to the January 2013, Memorandum of Understanding, that no member shall accept any Healthcare Benefit, including but not limited to Medical, Rx, Vision or Dental coverage offered by the City, for the duration of this agreement.

#### **ARTICLE 19 COURT TIME**

Whenever an employee is required to appear on off-duty time in his or her capacity as a City of Streetsboro Fire fighter before any official court, or before the Prosecutor in pretrial conference, on matters pertaining to or arising from the employee's official duties, the employee shall be compensated a minimum of two (2) hours at one and on-half (1 ½) times the employee's regular

hourly rate of pay as set out in Appendix A herein, if any employee appears before a court or at a pretrial conference for more than two (2) hours during any given off-duty day, such excess time shall be compensated at one and one-half (1 ½) times the employee's regular hourly rate of pay as set out in Appendix A herein for all time spent in such appearance or appearances.

## **ARTICLE 20 SONORITY AND LAY-OFF**

Seniority shall be defined as the length of continuous part-time service as an employee of the City of Streetsboro Fire Department. Seniority shall not be available to employees during their probationary period, but shall be retroactive to their most recent date of employment upon successful completion of the probationary period. Employees on a leave of absence will accumulate seniority.

Seniority shall be lost when an employee:

- A. Resigns;
- B. Is discharged for cause;
- C. Is laid off and not recalled within three (3) calendar years from the effective date of layoff;
- D. Is off the payroll for any reason whatsoever, except military service for on (1) calendar year.

The Organization shall provide to the City a proposed seniority list of employees covered by this Agreement. See attached Appendix C. Employer will review this list and once the parties have agreed on the seniority list, said list shall be attached hereto and incorporated herein. Once established, this list shall be kept up to date and shall list each employee and his date of employment, the senior of said employees shall be assigned by lot

In the event of any work force reduction causing the departmental layoff, seniority, skills, ability, record and past performance will be considered in the making of that determination. The same shall apply in the event of a recall from any layoff.

Shift assignment and bargaining unit seniority shall prevail when signing the duty book, providing that once signed, that employee has a binding commitment to full fill said contracted hours and must personally work all hours signed for, except for emergency or mandatory call back, to perform primary job functions.

Bargaining unit seniority will be lost by any part-time employee who accepts full-time status. Departmental seniority will be maintained by any part-time employee given the status as full-time employee. Directive 2000-0201-069 will be used for reference in all matters pertaining to incident command and authority on the fire scene. (See attached Appendix C). The City will provide a departmental seniority list of the Union inclusive of all employees within the Fire Division on an annual basis.

**ARTICLE 21  
USE OF EXERCISE FACILITY**

An employee may have reasonable usage of the existing exercise facilities located at any of the City's fire stations when scheduled to work at that station. Any employee desiring to utilize the facility must obtain prior approval of the Shift Commander. When utilized pursuant to this Article, the exercise facility shall be used only for exercise purposes and not as a congregation or lounge type area the employee's use of the exercise facility shall in no way interfere with work duties or emergency runs. Nothing contained in this Article shall be construed in derogation of the Management Rights provision as set forth in Article IV herein.

**ARTICLE 22  
PARTICIPATION INCENTIVE PROGRAM**

In lieu of Vacation, Longevity, Availability or other incentive pay awards, the City will establish a "Point" program whereby employees will earn points for actively participating in Fire Department operations and activities, training, drills, education experiences. Points will be earned by responses to emergency situation requests, as set forth in the standard operating procedures, and the rules and regulations of the Streetsboro Fire Department. The Fire Chief shall make the final determination as to the validity of said responses.

These points shall be assigned as value and that value shall be part of Appendix A of this Agreement.

The payment of the value of these points shall be made in the months of, November, of any contract year. The determination period shall be from September 1<sup>st</sup> through August 31<sup>st</sup> of the previous calendar year.

**AWARD RATE**

1. Training, drills, educational experiences - One (1) Point per session
2. Responses to emergency situation requests - One (1) Point per response

Employees will receive an incentive allowance based on total hours worked, on station and on call. The program will not apply to those employees that work less than six hundred and twenty four hours per fiscal year. The fiscal year shall be September 1<sup>st</sup> through August 31<sup>st</sup>. The incentive shall be paid in November, four hours worked in the previous fiscal year, September 1<sup>st</sup> through August 31<sup>st</sup>.

Incentives will be paid for the following classifications (rates as stipulated in Appendix A)

Total Hours Worked	FFS 1
	FFS2
	FFS3
	Lieutenant
	Captain

Fire fighters can use time worked as a Class B fire fighter to accrue credit toward eligibility for Class A fire fighter pay. But, upon reaching Class A fire fighter pay eligibility base in part on

time worked as a Class B fire fighter, a fire fighter shall only be paid Class A fire fighter pay for the time actually worked as a Class A fire fighter.

**ARTICLE 23  
INTEGRITY OF AGREEMENT**

The City and the Organization agree that with the exception of the original employment agreements, the terms and provision contained within this written Agreement constitute the entire agreement between the parties and supersede all previous communications, understandings, or memoranda of understanding pertaining to any matters set forth in this Agreement or to any other matter. The City and the Organization agree that during the negotiations which preceded this Agreement, each party has the unlimited right to make any demands or proposals and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever whether or not such matter is contained in the Agreement.

This provisions contained in this Agreement shall, during the time this Agreement is in effect, be binding upon the City and the Organization and their respective successors and assigns.

**ARTICLE 24  
GENDER AND PLURAL**

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

**ARTICLE 25  
SAVINGS CLAUSE**

Should any article or portion of this Agreement be held unlawful and unenforceable by any Court, legislative or administrative tribunal of competent jurisdiction, then such decisions or legislations shall apply only to the specific article, section or portion of the Agreement. The parties will discuss the abrogated provision. The remainder of the Agreement shall remain in full force and effect.

**ARTICLE 26  
STAFFING**

Unless the circumstances necessitate a lay-off due to lack of funds or lack of work, the City will maintain a minimum of three (3) part-time slots (24 hours a day/seven days a week) on the schedule for each cycle.

**ARTICLE 27  
TERMS**

The agreement, unless otherwise specified, shall be effective as of the first day of January, 2013, and shall remain in full force and effect through the 31<sup>st</sup> day of December, 2015.

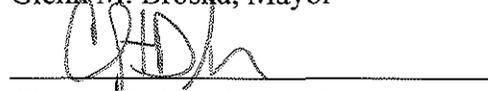
**ARTICLE 28  
EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed  
this 19<sup>th</sup> day of July, 2013.

For the City of Streetsboro,

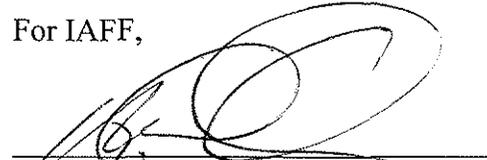


Glenn M. Broska, Mayor

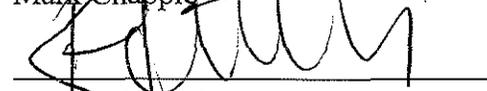


Clayton D. Morris, HR Director

For IAFF,



Mark Chapple



Kevin McCarthy

**APPENDIX A**

**BASE WAGE RATES**

STEP	YEARS 1 - 1%	YEARS 2 - 1%	YEARS 3 - 2%
	01/01/13 -12/31/13	01/01/14 - 12/31/14	01/01/15 - 12/31/15
Class B - FFS1	\$14.40	\$14.55	\$14.84
Class A - FF S1	\$15.21	\$15.36	\$15.67
Class A - FFS2	\$15.52	\$15.67	\$15.99
Class A - FF S3	\$15.84	\$16.00	\$16.32
Lieutenant	\$0.95	\$0.95	\$0.95
Captain	\$1.45	\$1.45	\$1.45
Participation Points	\$1.00	\$1.00	\$1.00
Incentive Hour Value			
Class A FF/S1	\$0.25	\$0.25	\$0.25
Class A FF/S2	\$0.35	\$0.35	\$0.35
Class A FF/S3 and Officer	\$0.45	\$0.45	\$0.45