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AGREEMENT
BY AND BETWEEN

THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL UNION NO. 245 (CITY OF ROSSFORD FIRE AND EMERGENCY SERVICES)

AND THE

CITY OF ROSSFORD

Effective
January 1, 2013 – December 31, 2015

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Agreement

This Agreement entered into this 1st day of January, 2013, between the City of Rossford, Wood County, Ohio (hereinafter the "City") and the International Brotherhood of Electrical Workers Local Union No. 245 (hereinafter called the "Union") is approved and accepted by the City and the Union. The City recognizes the Union as the sole collective bargaining agent for all employees described in Article 1.1 herein.

It is the intent and purpose of the parties to use their best efforts to serve the citizens of Rossford and the public in general; and to achieve better understanding, communication and cooperation between the City, the Union and its members; to assure the proper and uninterrupted provision of public services to the citizens and to promote orderly and harmonious employee relations, and an attitude of mutual respect and fair dealing among the City and the Union.

Article 1

Recognition

Section 1.1. As Certified by the State Employment Relations Board in Case No. 92-REP-12-0283 on the 1st day of April, 1993, the City recognizes the Union as the sole collective bargaining agent in regard to rates of pay, wages, hours of employment, and other conditions of employment for the employees in the following unit:

All part-time firefighters of the City; and excluding employees represented by another employee organization, temporary student workers, casual employees, confidential employees, members of the police department, management level employees the Fire Chief, the Assistant Fire Chief, and all others excluded by Act.

Article 2

No Strike or Lockouts

Section 2.1. The Union agrees that there will be no strike, walkout, slowdown or work stoppage, sympathetic or otherwise, by the Union or its members during the term of this Agreement. In the event any employees or group of employees participate in any such strike, walkout, slowdown or work stoppage during the term of this Agreement, the Union agrees, upon getting notified by the City, to immediately direct such employees or group of employees to immediately return to their work positions and to cease action which might affect City operations. The Union agrees to use its best efforts to see that all employees in the bargaining unit return to their work positions and cease action which might affect City operations.

Section 2.2. The City agrees that so long as the Agreement is in effect, there will be no lockouts on the part of the City.

Section 2.3. It is understood and agreed that any strike, walkout, slowdown or work stoppage not authorized by the Union shall be deemed, for all purposes, an unauthorized strike, walkout, slowdown, or work stoppage. If an unauthorized strike, walkout, slowdown, or work stoppage occurs, and the Union issues the directive to return to work and uses its best efforts to see that all bargaining unit employees cease actions which might affect City operations, then the Union will not be held liable. However, if an unauthorized strike, walkout, slowdown or work stoppage occurs, and the Union fails to issue the directive to return to work, or fails to use said best efforts, upon notification by the City, then the Union will be held liable.

Section 2.4. Any employee who engages in an unauthorized strike, walkout, slowdown, or work stoppage shall be terminated or disciplined in the manner the City deems appropriate, without recourse to the grievance procedure.

Article 3

Stewards and Alternates

Section 3.1. The City recognizes the right of the Union to designate two (2) stewards, one (1) as President and one (1) as Vice President of the Union, who will be the primary agents to conduct Union business. In addition, the City agrees to two (2) alternate stewards.

Section 3.2. The Union shall advise the City as to the identity of its stewards, in writing, and any changes in such. The City agrees that the stewards shall be free to conduct their duties as such, with the understanding that such duty will not interfere with normal City operations or the conduct of business and the stewards shall be expected to do their usual work.

Article 4

Work Site Visitation and Bulletin Boards

Section 4.1. The Union's representative shall be given the right to enter the City's work areas at reasonable times for the purpose of investigation of grievances and for such other purposes as may be necessary, provided, however, that prior to entering a work area, he shall first advise the City Administrator of his presence or intentions to enter work areas and receive permission to do so, which permission shall not be unreasonably withheld. It is understood that in making such visits to work areas, the Union representative will not interfere with or interrupt the City's operation. As used herein, "work areas" shall not include the site of an emergency while that emergency is in progress.

Section 4.2. The City will provide bulletin space for notices of Union meetings and other matters pertaining to Union business if requested by the Union. Anything that is not in this category must have the approval of the City Administrator before posting.

Article 5

Union Memberships

Section 5.1. The City and the Union recognize and agree that each will not interfere with the rights of eligible employees to join or not join the Union. Eligible employees may join the Union after thirty (30) days of employment.

Section 5.2. As per Section 6.3, employees who choose not to join the Union shall be required to pay Fair Share Fees as a condition of continuing employment.

Article 6

Fair Share Fee

Section 6.1. All employees in the bargaining unit who thirty (30) calendar days from the date or hire of the date of execution of this Agreement, whichever is later, are not members in good standing of the Union shall pay a Fair Share Fee in the Union as a condition of employment. The Fair Share Fee dollar amount shall be certified to the City by the Financial Secretary of the Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of Fair Share Fees shall be made in accordance with the regular dues and deductions as provided in this Article. This Union shall hold the City harmless from any liability arising out of any action by it or omission by it based on compliance with or an attempt to comply with provisions of the Fair Share Fee provision.

Section 6.2. When notifying the City that an employee is not in good standing, the Union shall do so in writing, state that the name or names appearing on the notice are not in good standing by reason of their failure or refusal to tender the Initiation Fee and/or Fair Share Fees, and/or dues and/or assessments. This notice is to be dated and signed by authorized Union

officials. The City shall be given fourteen (14) calendar days from receipt of notice to take action on the employee or employees. Unless reinstated by the Union within this time, or unless otherwise entitled to employment under existing State or Federal statutes, the employee or employees will be discharged. If an employee is discharged by the City upon the request of the Union, and it is subsequently determined that such discharge was improper, the City shall not be liable for any losses incurred by the employee resulting from the discharge.

Section 6.3. The Union will indemnify and hold harmless the City against all claims made against it by reasons of any action by it or omissions by it based on compliance with or an attempt to comply with provisions of this Article.

Article 7

Management Rights

Section 7.1. The right to manage the City's operations and to direct the work force, including all those rights heretofore exercised, is vested in the City, subject only to the specific provisions found in this Agreement. The rights of management include, but are not limited to, the hiring and direction of the work force, the right to plan, schedule, direct and control all City operations; establish, enforce and communicate reasonable work and safety rules, the rights to relieve employees from duty for legitimate reasons; the scheduling of work and the determination of the size of work crews and the number of employees necessary to perform assignments; the establishment of new jobs, abolishment, combining and/or changing the existing jobs and/or assignments within those jobs; increasing or decreasing the number of jobs, departments and/or shifts; the control and regulation of all equipment and other City property; the determination of the quality and quantity of the work to be performed; the determination of what work or portions thereof will be performed by city employees or purchased elsewhere; the right to contract and/or subcontract work; the determination of employee skill, ability, and

overall qualifications, the location of City operations and the transfer of all, or any part of, the City's operations; to determine if a vacancy exists in a job classification; to require employees to be physically tested at the City's expense for reasons the City deems appropriate; and for just cause to suspend (with or without pay), demote, discipline or discharge employees.

Article 8

Fair Employment and Job Opportunities

Section 8.1. It is mutually agreed by the Union and the City to afford to all applicants for employment and to all employees, fair and equal treatment regardless of race, color, creed, age, sex, handicap or national origin in the hiring and job opportunity process. Any specific reference to gender in the agreement shall apply equally to both male and female.

Section 8.2. The City agrees that if it establishes a Fire/Emergency Services Department staffed by full-time employees, it will hire the part-time employees covered by this bargaining agreement based on criteria (including seniority and qualifications) established by a Union/Management committee, composed of two Union representatives and two representatives for this City (See Article 16).

Section 8.3. The City agrees to continue to hire the part-time employees to fill vacancies or to fill increased staffing needs even after establishing a full-time department.

Article 9

Probation

Section 9.1. All employees shall be on probation for the first twelve (12) months of their employment. During said probation period, the City may terminate the employment of said employee for any just and documented reason.

Section 9.2. Probationary employees will be paid in full their Mandatory training hours upon completion of each of the two (2) mandatory courses, after certifications are obtained. No

other schooling requests will be granted while new employee is in probationary period. Upon being hired to the City new employee will sign a schooling contract, this contract will cover reimbursement costs if the employee terminates employment with the City.

Section 9.3. Hourly probationary wage for non-certified employees will be $7.50/hour.

Article 10

Discipline and Discharge

Section 10.1. An employee who has completed his probationary period may be disciplined for reasons outlined in Section 124.34 of the Ohio Revised Code, or for other just and reasonable cause. Both parties agree that disciplinary action shall be progressive and corrective. The City shall not discharge and/or discipline any employee without just and documented cause. Progressive discipline shall consist of:

* counseling, an oral warning; a written warning; a suspension of not more than fifteen (15) calendar days, second suspension of not more than thirty (30) calendar days; and termination.

The City may, depending upon the seriousness of the offense, "skip steps" in the normal progressive disciplinary system. When an employee is guilty of an infraction serious enough to require reprimand, the original reprimand will consist of a verbal reprimand. This reprimand will be noted in the employee's personnel file. When and if it becomes necessary to reprimand an employee the second time for a similar offense within a six (6) month period from such prior reprimand, the reprimand will be a written warning. When it becomes necessary to reprimand the same employee for a similar offense within a one (1) year period after the original reprimand, disciplinary action consisting of a suspension or dismissal may be taken, depending on the severity of the offense. When it is necessary to counsel an employee, it shall, to the extent feasible, be done in private, in a manner that will not cause embarrassment to the employee. After twelve (12) continuous months of no discipline on the same activity, all notations of

disciplinary action on the same activity shall not be used for purposes of discipline under this agreement, at which time the discipline shall be removed from the employee's service jacket.

Section 10.2. No employee may be summarily discharged or suspended. Prior to an employee being discharged or suspended, he shall be first relieved from duty, without pay, for not more than five (5) calendar days. During the aforementioned five (5) calendar day suspension, an investigation and joint fact-finding meeting will be conducted, unless rescheduled by mutual agreement of the City and the Union. The investigation and joint fact-finding meeting will be conducted, unless rescheduled by mutual agreement and the City and the Union. The investigation and joint fact-finding meeting will be conducted by the City Administrator. Following the fact-finding meeting, the City will notify the employee and the Union as to the final disciplinary action, if any, to be taken. Such notification will be verified in writing. In the event the City determines that the employee will be suspended, suspension time that the employee has been subject to while awaiting a fact-finding meting and the City's answer shall be credited to the length of the employee's suspension (i.e. a disciplinary suspension shall be back-dated to the date the employee was suspended, pending fact-finding).

If the Union decided to grieve the decision, the terms and conditions of the Grievance Procedure will be followed starting with Step 5 of the grievance procedure and the written answer provided after fact-finding shall have the same affect as the grievance answer provided for in Step 4 of the Grievance Procedure for the purposes of computing time.

Section 10.3. The City shall notify the Steward and the employee of all suspensions at the time the action is taken. Notice of discipline or suspensions pending a fact-finding meeting shall be given to an absent employee by regular mail and shall be effective upon mailing.

Section 10.4. Copies of all disciplinary actions will be mailed to the Union's Business Agent within a reasonable period of time after being issued.

Article 11

Grievance Procedure

Section 11.1. Any differences, disputes or disagreements which arise concerning the interpretation or application of this Agreement as to the rights of the City, the Union or the employees thereunder shall be hereinafter referred to as a grievance. The City and the Union agree to make a sincere effort to settle grievances. Time limits outlined in the following procedure will be strictly followed, unless both parties mutually agree to extend the time limits. As used hereinafter, "business day" shall mean a weekday, excluding Saturdays, Sundays, and Holidays. A grievance is a complaint concerning a violation or non-compliance with the terms of this agreement. Any other dispute may be referenced to a Labor-Management meeting.

Step 1. If an employee or the Union has a grievance, he will, within four (4) business days from the date of the event being grieved, meet with the Assistant Chief. An employee may request the presence of a steward for this meeting.

Step 2. If a satisfactory settlement is not reached, under Step 1 above, within four (4) business days of the meeting between the employee, the Assistant Chief and the steward (if applicable), the grievance will be reduced to writing on a form provided by the Union. The written grievance will be given to the Fire Department Chief within the above-mentioned four (4) business day period. Within four (4) business days of the delivery of the written grievance, the Fire Department Chief, the employee, and the Union Steward and/or Alternate Steward will meet to discuss the grievance. The Fire Department Chief will answer the grievance, in writing, within four (4) business days of the date of this meeting.

Step 3. If a satisfactory resolution of the grievance is not reached through the City's written answer to the grievance, as provided in Step 2 above, the grievance will be referred to the Union's Business Agent. If the Union's Business Agent decides that the grievance has merit, he will contact the City Administrator and schedule a meeting to discuss the grievance. This meeting must be held within fifteen (15) business days from the date of the City's answer in Step 2 above. Attendance at this meeting will be limited to the Business Agent, Union Steward or Alternate Steward, the grievant, the Fire Department Chief, Legal Counsel and the City Administrator. The City will provide a written answer to the Union's Business Agent addressing the grievance within five (5) business days of the date of this meeting.

Step 4. If a grievance is not settled through the City's written answer provided in Step 3 above, the Union may request, in writing, that the grievance be submitted to the arbitration panel. Requests to arbitrate must be received by the City within ten (10) business days of the date on the City's written answer in Step 3 above. The arbitration panel shall consist of the City's Mayor, the City Council's President and a bargaining unit member (said member is not to be the grievant) appointed by the Union's Business Agent. Said arbitration panel will convene within ten (10) business days of the date of the Union's demand to arbitrate as provided for in this Step 4 above. The arbitration panel shall gather evidence in any way that it deems appropriate and shall issue a written answer to the grievance that has been approved by a majority of the panel's members.

Step 5. If the Union is still dissatisfied with the written answer provided above, it may docket said grievance with the City Council meeting following the date of the arbitration panel's written answer, and present said grievance to the City Council for a final and binding decision.

Section 11.2. Nothing in this Article 11, Grievance Procedure, is intended to deny any Union member any rights available at law to have redress of their legal rights, including the right to appeal to the Rossford Civil Service Commission where that body has jurisdiction. However, a member must elect as his remedy the provisions under Section 124.34 and Section 737.12 of the Ohio Revised Code or other such legal actions, prior to reducing the grievance to writing and presenting it to the Fire Department Chief, as provided in Step 1 of this Article. Should a member elect to pursue his remedy under Sections 124.34 and 737.12 of the Ohio Revised Code or other appropriate legal action, he is thereafter denied the remedy of the grievance procedure provided herein.

Article 12

Work Rules

Section 12.1. Not later than thirty (30) days following ratification of this initial collective bargaining agreement by the Union and approval by City Council, the Chief shall furnish to the Union and to each employee a copy of:

1. Rules and Regulations governing conduct of members of the bargaining unit.
2. Rossford Fire Department's Standard Operating Guidelines.
3. Rossford Fire Department's E.M.S. Guidelines.

Section 12.2. Upon written request from the Union within thirty (30) calendar days after receiving the documents referred to in Section 12.1, the Chief and persons designated by him shall meet with the Union's Business Agent and persons designated by him to discuss and clarify them. This group shall consider alternative viewpoints with respect to such documents presented by the Union. With respect to any of the items in the documents in Section 12.1, which are mandatory subjects of bargaining, if no agreement is reached in such discussions, those may be arbitrated pursuant to Section 11.1 of the grievance procedure. This arbitration must be

requested within ten (10) business days of this date on which either party declares that an impasse has been reached with respect to discussions. The decisions of the arbitration panel shall be final and binding.

Section 12.3. The Rules and Regulations and Standard Operation Guidelines referred to in Section 12.1 shall be and remain in effect from the time given to the Union. They may be changed by mutual agreement at any time. They also may be changed by providing to the Union seven (7) days written notice in advance of implementation of the change. The Union may request a meeting with the Chief and persons designated by him to seek clarification or to represent alternative viewpoints with respect to such changes. In an emergency declared by the Chief, time limits are waived, and the Chief can implement and discuss with the Union at a later date.

Article 13

Wages and Job Classifications

Section 13.1. The rates of pay and the various classifications covered by this Agreement are set forth in Schedules "A" and "B" below. Pay rates shall be effective for each year identified on January 1 of the stated year. For the 2013 pay increases identified in Schedule "A", each employee shall receive retroactive pay back to January 1, 2013.

Section 13.2. The City will provide the Union with copies of job descriptions for job classifications, and any revisions to the same, for the bargaining unit employees covered by this Agreement. Job descriptions shall include State Mandated Skill Levels where applicable. Please see chart (Schedule "A").

SCHEDULE "A"

FIRE

Job Title (NFPA1001)	Hourly Rate	Hourly Rate	Hourly Rate

	2013	2014	2015
Firefighter 1A	12.87	13.19	13.52
Firefighter 1B	13.96	14.31	14.67
Firefighter 1C	15.02	15.40	15.79
		E.M.S.	
EMT – Basic	12.87	13.19	13.52
EMT – Advance	13.96	14.31	14.67
EMT – Paramedic	15.02	15.40	15.79

A Lieutenant will be paid at the top rate for the year plus (7) seven percent. A Captain will be paid at the top rate for the year plus (14) fourteen percent. Time and a half will be paid for the following holidays: *New Year's Day, Martin Luther King, Jr. Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day and New Years Eve Day.*

If a Command Officer is not present on a piece of apparatus, the Firefighter in charge of that piece of apparatus when it leaves the station will be the employee who has the highest training Certification and highest seniority according to Schedule "A". He/she will receive Lieutenant rate of pay for that run, and will assume all responsibilities for that apparatus. This does not include the **driver**. A Safety Officer who is not a Command Officer will also receive Lieutenant pay for that run. The acting officer will not be paid the Lieutenant rate of pay if the unit is canceled prior to leaving the apron.

Mandatory training is defined as the minimum training requirements to be an employee of the Fire/EMS Department, i.e. Basic 1-A thirty-six (36) hour firefighter certification, and one hundred thirty hour (130) EMT Certification. All other Fire or EMS training is considered "other" training. Upon the employee's request in writing to attend other training courses Fire or EMS related, if approved by the Fire Chief, the City will only pay the course fees. Hourly wages will be paid only for EMT and Paramedic continuing education, if hours can't be made on regular

drill training sessions. No hourly wages will be paid to employees who attend any "other" schooling, including Paramedic training.

Mandatory Training Sessions, Scheduled Drill Times, and Authorized Fire Department Business pay will follow Schedule "A" fire rates.

SCHEDULE "B"

RETIREMENT BENEFIT

All members covered under this bargaining agreement, successfully completing 20 years of service to the Department shall be awarded $20.00 per service year from the City as a retirement stipend at the time of their retirement. The City will provide a plaque for the member for their time in service. This is provided the member is in good standing with the Department.

All attempts should be made to notify the administration six (6) months in advance of retirement intentions.

Section 13.3. Employees will be paid for fire runs for actual time spent on the run [minimum one (1) hour], unless directed by the officer in charge to perform duty in the station, in which case will be paid for actual time spent performing such duty. Time and pay status will begin upon reporting to the station following a call or on reporting to the scene, if directed by an officer in charge or senior Firefighter, to report directly to a fire scene. Time in pay status will end upon return to the station and release from duty by the officer in charge or senior Firefighter, unless released earlier by an officer in charge or senior Firefighter, in which case it will end at the time of such release.

Section 13.4. On EMS runs, qualified employees sent on the run shall be paid at the EMS run rate for all time spent on the run. All other qualified employees who show up at the station within seven (7) minutes of a call will receive a minimum of one (1) hour show-up pay

and be released from duty after one (1) hour unless directed by an officer or senior EMT to report to the scene or to perform other necessary duties in connection with the EMS run, in which case shall be paid for all time spent performing duties in connection with the EMS run.

Section 13.5. Paid training sessions will be scheduled every Monday from 1800 PM until 2100 PM (evening drill), constituting four (4) three (3) hour paid training sessions per month, for a total of thirty-six (36) hours per calendar quarter. In any month containing five (5) Mondays, except months in which one or more Monday is a holiday, the last Monday of the month will be an off day. Excluding any holidays that would fall on any Monday. Of this thirty-six (36) hours, employees must satisfactorily complete twenty-seven (27) hours [or attend three (3) of the four (4) scheduled training drill sessions per month] in each calendar quarter in order to remain in an active status, and any member who fails to make minimum required training hours will be placed on suspension until training hours have been made up, unless excused for good cause by only the Assistant or Fire Chief.

The City will provide one (1) scheduled make-up session per month provided the number specified by the training officer as necessary for the particular training involved attend.

Up to seventy-five percent (75%) of the mandatory twenty-seven (27) hours in any calendar quarter may be satisfied by training received from another accredited training program (approved only by the Fire Chief). This would include student as well as instructor status.

Section 13.6. An Education Committee will be formed on a yearly basis, which will consist of Fire and EMS committees. These two (2) committees will formulate the following year's training agenda. The Committee will consist of Fire or EMS training Officer, a steward, and one Union member, for both Committees. The yearly training schedule will be made, including weekly drills AM and PM, make-up Saturdays, and quarterly make-up dates as well.

Drill subject(s) are subject to change. Each employee will be issued (and will sign for a copy) of the yearly drill schedule, and one will be posted on the Union bulletin board described under Article 4, Section 4.2, of this agreement. The Committee will work to obtain equal opportunity for all members, when advanced training is available. This Committee will establish criteria (including seniority and qualifications) that will be used by the City in determining who will be approved for advanced training.

Section 13.7. All mandatory training that is required by State Mandated Skill Levels shall be paid at the current rate of pay for that skill level. Payment shall be remitted only after the employee has received the proper certification. Recertification hours for each skill level shall be considered mandatory training and paid in accordance with Article 13.2, Schedule "A". Recertification hours shall be paid within the pay period once the certification is received.

Section 13.8. Day Shift EMS

1.0 The Day Shift EMS will not follow Section 13.3 or Section 13.4 for payroll purposes. Payroll issues will be governed by Section 13.8(6).

2.0 Staffing

2.1 The City will staff, if available, one (1) paramedic and one (1) EMT-B or any other combination available.

3.0 Scheduling

The scheduling will be done two (2) weeks in advance. All fire department personnel who are available to sign up will put their names on the "sign-up calendar" at the EMS watch desk for all days that are available to work.

3.1 EMS Lt. and a Union Steward will complete the sign-up schedule based on:

A. EMS certification, i.e. paramedic, EMT-B.

B. Hours; if a multiple sign-up situation or one particular happens, the EMS Lt. and Union Steward will assign members with the lowest hours in that month.

C. Four (4) hour blocks can be utilized if necessary.

D. Special consideration will be given to department personnel who may be off on vacation or holiday from their regular daytime job. They will have first sign-up based on lowest hours. EMS Lt. will track all sign-up hours.

4.0 Uniforms

All personnel who sign up will be required to wear Class "C" uniform with badge, dark socks, black shoes or boots. Fire-approved sweatshirts may be worn over the uniform in cooler weather. On duty personnel will be in complete uniform when responding to all runs.

5.0 Daily Job Duties

A. Beginning at 0800 hours, the EMS apparatus will be checked over and daily duties will be performed as scheduled.

B. Anytime EMS personnel need to leave the station for any reason, both members will go in the EMS unit and call Dispatch via radio and advise "On Air". Upon return to station advise Dispatch "Back in quarters".

C. Mutual Aid - The EMS personnel will wait at the station for two (2) additional members and depart as a full crew.

D. Duties on the communication room calendar will be posted for miscellaneous jobs that are expected to be completed. These jobs will last no longer than four (4) hours. Failure to complete daily tasks must have a written reason as to why they were not completed.

E. Garage Maintenance

The two employees who are scheduled to work will complete the daily apparatus unit checks.

5.1 Fire Response: In the event that a structure fire comes in, the personnel on duty will respond in 793 or its designated alternate with turnout gear and S.C.B.A.

6.0 Payroll

All personnel will be paid their regular EMS wages per Schedule "A", to include officer pay. Personnel will get paid their highest EMS rate of pay based on their certification level. This will include time and a half for holidays.

6.1 A payroll sheet is to be made daily. Falsification of the payroll sheet shall be cause for discipline. The sheet will be filled out, signed and placed in the payroll mailbox. Also a daily watch desk journal is to be filled out.

6.2 Eight-hour shift - Personnel will be paid for eight (8) hours regular pay. No additional hourly pay will be added to daily payroll in the event there is an EMS/fire incident.

6.3 The City shall establish and maintain a direct deposit payroll system for all employees, and employees' payroll checks shall be directly deposited in the bank or credit union of their choice.

7.0 Discipline

Eight-hour shift employees - All personnel will follow Standard Operations Guidelines. Normal Discipline, if needed, will be followed according to this contract.

7.1 All personnel who sign up and are given times to work are to find their own coverage if they are unable to work, i.e. an emergency arises (family). Members are to notify the EMS Lt. as well.

7.2 A member who is scheduled to work and calls off with a replacement twice in a 30 day period will not be scheduled to work another shift for one (1) month. Trading of shifts will be permitted as long as the trade is hour for hour within seven (7) days of each other. Members calling off with a replacement who have written documentation of mandatory hours added from a primary employer, or due to an absence attributable to an illness or injury of the member or the member's family such as would qualify for a leave under the "Family Medical Leave Act" shall not be subject to the thirty (30) day penalty, provided there was a replacement arranged by the members assigned to work. This does not apply to no-call, no-show, as described in 7.3.

7.3 Failure to show up for assigned work will result in the following discipline:

First offense will be a written warning.

Second offense will disqualify that person from signing up for six (6) months.

Third offense will disqualify that person from working daytime EMS for one year.

8.0 For the health and welfare of the Fire/Rescue Department, its employees request full use of the Rossford Community Recreation Center to include the gym and the fitness equipment. The use of this facility will come to no cost of the employee.

Section 13.9. On an annual basis in January, the City will compute a "Run Incentive" to be based upon a ratio of the previous year's fire/EMS runs to which each Employee responded to the total runs dispatched.

The incentive will be paid as follows:

- Employees responding to 30% or more of the total runs, a lump sum of 2% of the annual wages of the employee.
- Employees responding to at least 20% but less than 30% of the total runs, a lump sum of 1% of the annual wages of the employee.

Section 13.10. On a quarterly basis, the City will pay to an employee one dollar ($1.00) for each fire inspection report completed by that employee so long as he/she is certified to perform fire inspections.

Article 14

Paid Time Off

Section 14.1. Employees shall accumulate paid time off at the rate of 4.6 hours for every eighty (80) hours actually worked effective January 1, 2011. Such paid time off may be used as sick or personal time. A request to use paid time off shall be made as much in advance as is practical under the circumstances. Any unused accumulated paid time off as of the end of each calendar year will be paid out at the employee's E.M.S. rate in effect on December 31 of that year, with their pay in the first month of the following year.

Article 15

Private Agreement

Section 15.1. It shall be a violation of this Agreement for the City to have any private understanding or Agreement with any individual employee or groups of employees covered by this Agreement, which conflict with the terms or provisions of this Agreement.

Article 16

Union/Management Committees

Section 16.1. The City and the Union agree that the City will form various committees, composed of management employees and bargaining unit employees, to advise the City convening the operation of the Fire/Emergency Services Department. Such committees will include, but are not limited to, a Safety Committee, an Equipment Purchase Committee, and a Training Committee. Topics to be discussed by these committees shall be major capital expenditures for equipment, substantial safety questions, major revisions in training requirements and any other topics by mutual agreement.

Article 17

Jurisdiction

Section 17.1. It is the intent of the City to maintain a work force consistent with the needs of the City and sound operating practices. The City recognizes the Union's desire to retain all work that can be performed by its members, and the Union recognizes the City's right to obtain the services from outside contractors in the event the Union members are unable to perform the day shift 0800-1600 EMS coverage or they fail to provide a timely response to emergency calls by a minimum of four personnel on a regular basis. Except as provided in the preceding sentence, the City agrees that no fire protection or emergency services work currently provided by Union members shall be outsourced to private, commercial or for profit entities that

would be in direct conflict with, or reduce or eliminate, positions and persons covered under this Agreement. This would not include or hinder the use of fire or emergency services provided during emergencies covered under emergency mutual aid agreements with other departments under the Wood County Mutual Aid Provisions.

Section 17.2. At least one (1) month (30 calendar days) before contracting out any bargaining unit work, the City agrees to meet with the Union's Business Agent and a maximum of three (3) bargaining unit members to discuss anticipated plans for contracting out of work with the intent to give consideration to utilizing the skills and services of bargaining unit employees. During the review, the City will explain the work to be performed, the equipment to be utilized, costs, any contracting/warranty guarantees if specified, availability of bargaining unit personnel, skills involved, timeliness of completion, and the necessity for utilizing outside contractors to perform the work.

Section 17.3. After completion of the contractor discussion meeting with the Union, specified in Section 16.1, if the City decides to contract the work out, notification will be given to the Union, in writing, at least fourteen (14) calendar days prior to the work being started. In cases of emergency work the discussion meeting specified in Section 17.2 and notice specified in Section 17.3 may be waived by the City and the notification will be given to the Union as soon as possible.

Section 17.4. This Article is not applicable to bargain unit work performed by other governmental agencies pursuant to law or pursuant to "mutual aid" arrangements made with other governmental entities.

Article 18

Reopener

Section 18.1. The parties to this Agreement agree that, in the event the City determines that it will staff, with full-time employees employed by the City, a Fire/Emergency Services Department, those employees shall be members of the bargaining unit to which this Agreement pertains. Any such full-time employees shall be hired by the City pursuant to its Civil Service Laws and Ordinances and provisions of this Agreement.

Section 18.2. The City agrees to give the Union at least two (2) months (60 calendar days) written notice of its intention to hire full-time employees to perform Fire/Emergency Services. In the event that the City provided said written notice to the Union, the parties to this Agreement agree to begin negotiations, as soon as practical, to amend/add to/subtract from/ modify this Agreement concerning the wages, hours and working conditions of all bargaining unit employees affected by the addition of full-time employees.

Section 18.3. If, after attempted good-faith negotiations, the City and the Union are unable to agree upon all the terms and modifications necessary for the integration of full-time employees into the bargaining unit, either party to this Agreement may use the procedures set forth in Chapter 4117 of the Ohio Revised Code to arrive at new conditions for wages, hours, and working conditions of all bargaining unit employees, including conciliation pursuant to 4117.14(D)(1).

Section 18.4. Nothing contained in this Agreement, (absent agreement by the parties on new terms and conditions of employment made pursuant to this article) shall prevent the City from hiring full-time Fire/Emergency Services employees after the notice period described above has elapsed, and assigning said employees work normally performed by part-time firefighters/EMTs.

Article 19

Provisions Found To Be In Contravention Of The Laws

Section 19.1. If any provisions of this Agreement is in contravention of the laws or regulations of the United States or of the State of Ohio, such provision shall be superseded by the appropriate provisions of such law or regulation so long as same is in force and effect but all other provisions of this Agreement shall continue in force and effect. If the parties are unable to agree as to whether or not any provision hereof is in contravention of any laws or regulations, the provisions hereof involve shall remain in effect until the disputed matter is settled by a court or other authority having jurisdiction in the matter.

Article 20

Duration

Section 20.1. This Agreement shall be in full force and effect from January 1, 2013 until December 31, 2015, and from Agreement year to Agreement year thereafter, unless either party hereto shall, on or before sixty (60) days prior to the conclusion of the Agreement year, give notice to the other party, in writing, of a desire to change, alter or amend any portion of this Agreement. The parties may mutually agree, in writing, to extend the Agreement for a certain period while a new Agreement is being negotiated.

Section 20.2. There shall be no changes to this Agreement, in any of its terms or clauses, while in effect, unless by mutual written agreement of the City Administrator and the Union.

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Section 20.3. Negotiations for a successor agreement shall be pursuant to Chapter 4117 of the Ohio Revised Code, including conciliation pursuant to 4117.14(D)(1).

IBEW Local 245

Larry Tschanen 4-9-13

City of Rossford
Rossford Fire Department

Edward J Cracka 4/5/13

4/5/13