



12-MED-04-0510
2217-04
K30558
02/20/2014

AGREEMENT

BETWEEN

THE CITY OF ALLIANCE, OHIO

AND

THE ALLIANCE PROFESSIONAL FIRE FIGHTERS

ASSOCIATION IAFF LOCAL #480 (AFL-CIO)

TERM OF AGREEMENT

JULY 1, 2012 THROUGH JUNE 30, 2015

SERB Case #12-MED-04-04510

TABLE OF CONTENTS

ARTICLE 1.A. PURPOSE.....	6
Section 1. Operational Purpose:	7
Section 2. Safety:	7
ARTICLE 1.B. COLLECTIVE BARGAINING.....	7
Section 1. Agreement:	7
ARTICLE 1.C. ACKNOWLEDGEMENT	7
Section 1. Acknowledgement:	7
ARTICLE 1.D. RECOGNITION	7
Section 1. Sole Bargaining Agent:.....	7
Section 2. Included Shall Be:.....	7
Section 3. Excluded Shall Be:	8
Section 4. Successors:.....	8
ARTICLE 1.E. PROBATIONARY PERIOD	8
Section 1. Length & Recourse:	8
ARTICLE 1.F. RESIDENCY.....	8
Section 1. Distance & Limits:.....	8
ARTICLE 2.A. NO STRIKE.....	8
Section 1. No Strike, Obligations & Responsibilities:	8
ARTICLE 2.B. LABOR/MANAGEMENT COMMITTEE	9
Section 1. Definition & Purpose:.....	9
ARTICLE 2.C. WAIVER IN CASE OF EMERGENCY	9
Section 1. Emergency Conditions & Authority:.....	9
ARTICLE 2.D. SAFETY AGREEMENT.....	9
Section 1. Protection, Education, Training & Limitations:	9
ARTICLE 2.E. MINIMUM SAFETY MANNING	9
Section 1. Limit & call In Requirement:	10
ARTICLE 3.A. UNION ACTIVITIES.....	10
Section 1. Right to Join & Non-Discrimination:	10
ARTICLE 3.B. FAIR SHARE FEE	10
Section 1. Fair Share Contribution:	10
Section 2. Political Contribution:	10
Section 3. Religious Contribution:	10
ARTICLE 3.C. DUES	11
Section 1. Monthly Deductions	11
Section 2. Notification to Union:.....	11
Section 3. Union Refund:	11
Section 4. Hold Harmless Clause:	11
Section 5. Deduction Error:	11
ARTICLE 3.D. PAYROLL DEDUCTIONS.....	11
Section 1. Credit Union:	12
Section 2. Savings Bond and United Way:.....	12
Section 3. Deferred Compensation Programs:.....	12
Section 4. Paychecks:	12
ARTICLE 3.E. UNION TIME	12

Section 1. Amount, Use & Carryover:.....	12
ARTICLE 3.F. MEETINGS	12
Section 1. Scheduling, Notification & Approvals:	12
ARTICLE 3.G. BULLETIN BOARDS.....	12
Section 1. Number, Location & Content:	12
ARTICLE 3.H. TRADING OF TOURS	13
Section 1. Complete Tours:	13
Section 2. Partial Tours:	13
ARTICLE 4.A. SAFETY PROVISIONS.....	13
Section 1. Equipment & Hepatitis:	13
ARTICLE 5.A. MANAGEMENT RIGHTS	14
Section 1. Description:.....	14
ARTICLE 5.B. DISCIPLINARY ACTIONS.....	14
Section 1. Management Rights:.....	14
Section 2. Notice of Discipline:.....	14
Section 3. Union Representation:	15
Section 4. Progressive Discipline:	15
ARTICLE 6.A. WORK RULES AND POLICIES	15
Section 1. Work Rules:.....	15
Section 2. Union Compliance:.....	15
Section 3. Notification to Union:.....	15
Section 4. Testing of Probationary Employees:	15
Section 5. Testing of Non-Probationary Employees:	15
Section 6. Duplication:	16
ARTICLE 7.A. GRIEVANCE AND ARBITRATION PROCEDURE.....	16
Section 1. Purpose:	16
Section 2. Definitions:	16
Section 3. Timelines:	16
Section 4. Disciplinary Grievance:.....	16
Section 5. Procedure:.....	16
Section 6. Jurisdiction:.....	17
Section 7. Arbitration Procedure:	18
ARTICLE 8.A. SENIORITY	18
Section 1. Definition:.....	18
Section 2. Grade Seniority & Interdepartmental Limits:.....	18
Section 3. Shift Bidding:.....	18
ARTICLE 8.B. CONTINUOUS SERVICE	19
Section 1. Uninterrupted Continuous Service:	19
ARTICLE 9.A. LEAVE OF ABSENCE and FAMILY MEDICAL LEAVE ACT.....	19
ARTICLE 10.A. HOURS OF WORK AND SCHEDULING	22
Section 1. Hours of Work for Non-suppression Members:	22
Section 2. Hours of Work for Suppression Employees:	22
Section 3. Kelly Days:	22
ARTICLE 10.B. HOUSE CLEANING	23
Section 1. Duties, Locations, Limits & Scheduling:	23
Section 2. Lawns, Ice & Snow:	23

ARTICLE 10.C. BEDROOM QUARTERS.....	23
Section 1. Assignment, Equipment & Responsibilities:.....	23
ARTICLE 10.D. VISITATION & TELEPHONES	24
Section 1. Visitation:	24
Section 2. Telephones:.....	24
ARTICLE 11.A. JOB DESCRIPTION SUPPRESSION	24
Section 1. Definition:.....	24
Section 2. Example of Typical Duties:	24
Section 3. Job Description (Additional):	25
Section 3a. Job Description (Additional):	25
ARTICLE 11.B. JOB DESCRIPTION FIRE PREVENTION NON-SUPPRESSION.....	25
Section 1. Designation By Chief:	25
Section 2. Senior Ranking:	25
Section 3. Function:	25
Section 4. Establish Rules & Issue Orders:	26
Section 5. Prevention Methods & Education:.....	26
Section 6. Investigation:	26
Section 7. Directed By Chief:	26
Section 8. Reporting:	26
Section 9. Property & Equipment:.....	26
Section 10. Permits:	26
Section 11. Records:	26
Section 12. Division Assignment:	27
ARTICLE 11.C. PREVENTION DIVISION (FIRE)	27
Section 1. Establishment of Positions:.....	27
Section 2. Promotions and Eligibility:.....	27
Section 3. Suppression and Prevention: Transfer into one from another:	27
Section 4. Suppression and Prevention: Testing into one from another:.....	27
ARTICLE 12.A. LAY OFFS.....	28
Section 1. Seniority:.....	28
Section 2. Notice:.....	28
Section 3. Benefits:.....	28
Section 4. Recall:	28
ARTICLE 13.A. WAGE RATES AND POSITIONS.....	29
Section 1. Positions and Pay Rates:	29
ARTICLE 13.B. LONGEVITY.....	29
Section 1. Service, Amount & Eligibility:.....	29
ARTICLE 13.C. HAZARDOUS DUTY PAY.....	30
Section 1. Amount:	30
ARTICLE 13.D. ACTING PAY	30
ARTICLE 13.E. MILEAGE ALLOWANCE.....	31
Section 1. Private Vehicle Use:	31
Section 2. Prevention Car Allowance:.....	31
ARTICLE 14.A. OVERTIME WORK AND ADDITIONAL COMPENSATION.....	31
Section 1. Administration:	31
Section 2. Overtime Compensation:	31

Section 3. Determination of Base Rate of Pay:	32
ARTICLE 14.B. OVERTIME DISTRIBUTION	32
Section 1. Non-Emergency:	32
Section 2. Emergency Call In:	32
ARTICLE 15.A. PAID LEGAL HOLIDAY SCHEDULE	32
Section 1. Schedule Posting:	33
ARTICLE 15.B. PAID LEGAL HOLIDAYS	33
Section 1. Scheduling & Compensation:	33
ARTICLE 15.C. HOLIDAY ROUTINE	34
Section 1. Duties & Limits:	34
ARTICLE 16.A. EDUCATIONAL ALLOWANCES	34
Section 1. Degree Pay:	34
Section 2. Continuing Education:	34
ARTICLE 16.B. SUPPLEMENTAL OFF DUTY TRAINING	35
Section 1. Supplemental Off Duty Training:	35
ARTICLE 17.A. UNIFORM ALLOWANCE	36
Section 1. Amount & Time of Payment:	36
ARTICLE 18.A. INJURED ON DUTY	36
Section 1. Definition, Procedure, Amounts & Certification:	36
Section 2. Exhaustion of IOD & Workers Compensation:	37
ARTICLE 18.B. INJURY ON DUTY – LIGHT DUTY	37
Section 1. Definition, Limitations, Amounts & Certification:	37
ARTICLE 18.C. INJURY OFF DUTY – LIGHT DUTY	38
Section 1. Definition, Limitations, Amounts & Certification:	38
ARTICLE 19.A. PENSION PICK-UP	38
Section 1. Method:	38
Section 2. City Payment & Non-Taxable Wages:	38
ARTICLE 20.A. VACATION	39
Section 1. Definition:	39
Section 2. Employees Hired after April 1 st , 1985:	39
Section 3. Additional Accumulation:	39
Section 4. Vacation Amount:	39
Section 5. Termination, Annual Accumulation & Use:	40
Section 6. Sale Unused Vacation:	40
Section 7. Banking Vacation:	41
ARTICLE 21.A. SICK LEAVE	41
Section 1. Definition:	41
Section 2. Rate:	41
Section 3. Notification:	41
Section 4. Proof:	41
Section 5. Physician Report:	41
Section 6. Return to Duty & Abuse:	42
Section 7. Immediate Family:	42
ARTICLE 21.B. SICK LEAVE BONUS	42
Section 1. Amounts & Limitations:	42
ARTICLE 21.C. RETIREMENT	43

Section 1. Retirement & Sick Leave Pay:	43
Section 2. Limitations:.....	43
ARTICLE 21.D. PERSONAL LEAVE.....	43
Section 1. Amounts & Limitations:	43
ARTICLE 21.E. ACCUMULATED TIME.....	43
Section 1. Definition, Amounts & Limitations:.....	44
ARTICLE 21.F. TIME OFF LIMITATIONS	44
Section 1. Definition, Amounts & Limitations:.....	44
ARTICLE 22.A. BEREAVEMENT LEAVE.....	44
Section 1. Definition, Amounts & Limitations:.....	44
Section 2. Immediate Family:.....	44
Section 3. Extended Family:.....	45
Section 4. Additional Leave:	45
ARTICLE 23.A. LEGAL FEES	45
Section 1. Reimbursement, Coverage & Settlement:	45
ARTICLE 23.B. REIMBURSEMENT OF DAMAGES.....	45
Section 1. Personal Items, Limits & Subrogation:	45
ARTICLE 23.C. PROTECTION OF PROPERTY AND SECURITY	45
Section 1. Lockers Assignment & Access:.....	45
ARTICLE 24.A. HEALTH INSURANCE BENEFITS	46
Section 1. Health Care Plan:.....	46
Section 2. Other Insurance:.....	46
Section 3. Health Club Benefit:	46
Section 4. Major Medical/Hospitalization/Prescription:	47
Section 5. Fully Insured Coverage Levels City-Wide:	47
Section 6. Term of Coverage	47
Section 7. Employee Contribution.....	48
Section 8. Spousal Coverage	48
ARTICLE 25.A. DRUG TESTING	48
Section 1. Drug Screening:	48
ARTICLE 26.A. SEPARABILITY	50
Section 1. Compliance with Law:.....	50
ARTICLE 27.A. DURATION AND EXECUTION	51
EXHIBIT "A" - CITY OF ALLIANCE DENTAL PLAN.....	52
PREVNTIVE SERVICES 100% BASIC SERVICES 80%	52

ARTICLE 1.A. PURPOSE

Section 1. Operational Purpose:

- (A) It is the general purpose of this Agreement to promote the mutual interests of the City of Alliance and its employees, and to provide for the operation of the services provided by the City under methods which will, to the fullest extent possible, provide economical and efficient operation, elimination of waste, protection of property and lives, and the achievement of peaceful adjustments of differences between the parties.

Section 2. Safety:

- (A) It is the general purpose of this Agreement that while providing those services, The City will provide to the fullest extent possible, the safest means in which to protect its Employees from the elements of this service.

ARTICLE I.B. COLLECTIVE BARGAINING

Section 1. Agreement:

- (A) This Agreement between the CITY OF ALLIANCE, OHIO, a municipal corporation, hereinafter called the CITY, and LOCAL # 480 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the ALLIANCE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL # 480, AFL - CIO, hereinafter called the UNION, WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows: **(Please note all changes made for this 2012-2015 successor Agreement are in bold type).**

ARTICLE I.C. ACKNOWLEDGEMENT

Section 1. Acknowledgement:

- (A) The Union and The City acknowledge that during the negotiations which preceded this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties, after the exercise of that right and opportunity, are set forth in this Agreement.
- (B) Therefore, the City and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement.
- (C) However, this clause notwithstanding, all past practices enjoyed and not bargained about shall remain undisturbed. In the event that the Union or the City suggests the existence of a past practice, the party suggesting the existence of the past practice shall be required to demonstrate the existence of that past practice and its elements through clear and convincing evidence.

ARTICLE I.D. RECOGNITION

Section 1. Sole Bargaining Agent:

- (A) The City recognizes the Union as the sole and exclusive Bargaining Agent of the Fire Department which shall include or exclude the following Employees.

Section 2. Included Shall Be:

- (A) All full-time Employees of the City of Alliance Fire Department holding the rank of Captain, Lieutenant, Fire Prevention Officer, and Fire Fighter.

Section 3. Excluded Shall Be:

- (A) The Fire Chief, Assistant Chief, Clerk-Typist, Mechanic and all other employees of the City of Alliance Fire Department.

Section 4. Successors:

- (A) This Agreement shall be binding upon all successors to the Alliance City Fire Department, regardless of form or entity. No provisions, terms or obligations in this Agreement shall be affected, modified, altered or changed in any respect whatsoever, or eliminated by any form of consolidation, merger, annexation, reformation, change in corporate status, change in form, or by any electoral, municipal or state action which attempts or effects the same.
- (B) If any of the events referenced above shall occur, the City understands and agrees that it will take affirmative action to ensure that this Agreement is presented to any successor and that any such successor accepts and executes this Agreement as a condition of its successor ship and any successor ship Agreement.
- (C) Nothing in this section shall be deemed to be a waiver or relinquishment of any obligations or rights that the Union or the City possesses under Chapter 4117 of the Ohio Revised Code, as amended, or under any other section of the Ohio Revised Code.

ARTICLE 1.E. PROBATIONARY PERIOD

Section 1. Length & Recourse:

- (A) There shall be a probationary period of one (1) year for new appointees to the Fire Department. The probationary employee may be terminated without recourse to the grievance procedure and with or without just cause during the probationary period.

ARTICLE 1.F. RESIDENCY

Section 1. Distance & Limits:

- (A) There shall be no residency requirement for Bargaining Unit employees.

ARTICLE 2.A. NO STRIKE

Section 1. No Strike, Obligations & Responsibilities:

- (A) The Union and the employees recognize that a strike, as defined in Section 4117.01 and Section 4117.04 of the Ohio Revised Code, is illegal for Fire Officers and they pledge not to engage in any strike against the City of Alliance as defined in the preceding sections, including but not limited to, slow downs, job actions, sympathy strikes and further agree to cross any picket line established by any other Union representing the employees of the City of Alliance in order to perform their duties as Fire Officers. The City agrees to provide police protection for the Fire Officers if they must cross a picket line in accordance with this Article. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15 (C), Revised Code.

- (B) Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.

ARTICLE 2.B. LABOR/MANAGEMENT COMMITTEE

Section 1. Definition & Purpose:

- (A) The Labor Management Committee shall consist of three (3) employees appointed by the Union and not more than three (3) members of The City. It is mutually agreed by the parties of this Agreement that this committee meet on a quarterly basis, or as mutually agreed to, after a written request from either party for the purpose of:
- (1) To discuss the administration of this Agreement.
 - (2) To disseminate general information of interest to the parties.
 - (3) To give the Union representation the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members
 - (4) To discuss way to improve efficiency within the Department.
 - (5) To discuss safety and health issues of the Department.
 - (6) To promote harmonious relations between the City and the Union in the best interest of the community.

ARTICLE 2.C. WAIVER IN CASE OF EMERGENCY

Section 1. Emergency Conditions & Authority:

- (A) In case of circumstances beyond the control of The City, such as acts of God, riot, flood, civil disorder, and other similar acts which require a declaration of emergency by the Mayor; The Union agrees that The City reserves the right, during any such emergency to assign employees to work duties without regard to provisions of this Agreement. Such rights shall be effective after announcement and declaration of emergency by the Mayor through the news media and Mayoral letter. The City agrees to provide police protection for the fire officers during periods of riot and/or civil disorder.

ARTICLE 2.D. SAFETY AGREEMENT

Section 1. Protection, Education, Training & Limitations:

- (A) The City and the Union agree that: When an employee enters the Fire Department, they have the right to expect the Fire Department to continually make every effort to protect them from any predictable hazards of the Fire Fighting Profession.
- (B) The City and the Union reject the theory that injury and death is the unavoidable cost of fire fighting. While tragedies will continue to occur and Fire Fighters will die protecting the Public, we believe that Fire Fighters' deaths and injuries can be reduced by means of safety education and training.
- (C) The traditional disregard of the Fire Fighter for his own safety in order to rescue persons in imminent danger is commended and extolled; however, that which is praiseworthy where lives are in danger becomes foolhardy and reckless where only property is involved, and must be discouraged.

ARTICLE 2.E. MINIMUM SAFETY MANNING

Section 1. Limit & call In Requirement:

- (A) The number of suppression employees of the Bargaining Unit represented by Local # 480 on duty per platoon available to respond to an alarm shall be a minimum of seven (7).
- (B) In the event that the number of employees in sub-section (A) of this section drops below seven (b), the Fire Department shall be required to call in an employee(s) to maintain the minimum safety manning level.

ARTICLE 3.A. UNION ACTIVITIES

Section 1. Right to Join & Non-Discrimination:

- (A) It is agreed any employee within the Bargaining Unit has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. Neither the City nor the Union shall discriminate against any employee with regard to such choice. The City and the Union agree there shall be no discrimination against any employee because of race, creed, sex, religion, disability, national origin or non-membership or non-participation in Union activities.
- (B) The Union acknowledges that under Chapter 4117 of the Ohio Revised Code, it is required to represent all members in its Bargaining Unit fairly regardless of their membership or non-membership in the Union.

ARTICLE 3.B. FAIR SHARE FEE

Section 1. Fair Share Contribution:

- (A) Prior to the completion of the probationary period the Union shall establish a fair share fee not to exceed, on a monthly basis, the monthly Union dues paid by the members of the Union. This fee shall represent the probationary employee's contribution for direct and indirect benefits provided by the Union and Bargaining Unit.
- (B) After the completion of his probationary period, a fire fighter, who is a member of the Bargaining Unit covered by this Agreement, as a condition of continued employment, must either become a member of the Union or pay to the Union a "fair share fee" not to exceed, on a monthly basis, the monthly Union dues paid by members of the Union.

Section 2. Political Contribution:

- (A) If a Bargaining Unit member does not wish to contribute that portion of this "fair share fee" which is used in support of partisan politics or ideological causes which are not germane to the Union's role in collective bargaining with Employer entities, they may seek a rebate of this portion of "fair share fee" by making a request to the Union within thirty (30) days of their "fair share fee" payment. Once such a rebate is requested and granted, it shall be made monthly until the Bargaining Unit member withdraws his request for this rebate.

Section 3. Religious Contribution:

- (A) Any Bargaining Unit member who also is a member of, and adheres to, established and traditional tenets and teachings or a sincere belief of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting the Union organization, and which is

exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or support financially any employee organizations as a condition of employment. The Bargaining Unit member shall submit proper proof of religious conviction to the State Employment Relations Board, and if the Board shall declare the employee exempt from becoming a member of or financially supporting an employee organization, the employee shall be required, in lieu of the "fair share fee", to pay an amount of money equal to such "fair share fee" to a non-religious charitable fund exempt from taxation under Section 501 (C) (3) of the Internal Revenue Code mutually agreed upon by the employee and a representative of the Unit organization to which the employee would otherwise be required to pay "fair share fee". The employee shall furnish to the Unit organization written receipts evidencing such payment, and failure to make such payment or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the applicable Collective Bargaining Agreement.

(B) This section shall not be construed as a provision requiring any Public Employee to become a member of an employee organization as a condition for securing or retaining employment.

ARTICLE 3.C. DUES

Section 1. Monthly Deductions

(A) The City agrees to deduct monthly from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from the pay for the remittance of the sums to the Union shall provide the City an authorization in the form attached hereto as Attachment 1. The form shall include an agreement by the employee to hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of providing the deduction service.

Section 2. Notification to Union:

(A) Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted, shall be forwarded to the Union Treasurer of the Local Union at 63 East Broadway Avenue Alliance, Ohio 44601, within the month such collection is made.

Section 3. Union Refund:

(A) In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 4. Hold Harmless Clause:

(A) The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

Section 5. Deduction Error:

(A) The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the attention by the employee or Union.

ARTICLE 3.D. PAYROLL DEDUCTIONS

Section 1. Credit Union:

- (A) The City agrees to deduct from employees giving written authorization to the City Auditor any moneys for any such authorized Credit Union office and remit such withholdings to the Credit Union.

Section 2. Savings Bond and United Way:

- (A) The City agrees to deduct from employees giving written authorization to the city Auditor any moneys for the U.S. Savings Bond program and to the United Way payroll deduction program and remit such withholdings to the proper authorities.

Section 3. Deferred Compensation Programs:

- (A) The City agrees to deduct from employees giving written authorization to the City Auditor any moneys for authorized deferred compensation programs and remit such withholdings to the proper authority.

Section 4. Paychecks:

- (A) Paychecks shall be made available for all members after 15:00 hours on Thursdays, when possible.

ARTICLE 3.E. UNION TIME

Section 1. Amount, Use & Carryover:

- (A) The (Union) I.A.F.F. Local # 480 shall be entitled up to one hundred forty-four (144) hours of time off for Union business per calendar year, without loss of pay.
- (B) Representatives of the (Union) I.A.F.F. Local # 480 shall be afforded reasonable time during regular duty hours to fulfill Union responsibilities with the City, including negotiations, processing grievances, meetings and administration and enforcement of this Agreement without loss of pay or Union Time.
- (C) The Union shall be entitled to carry-over unused Union Time from year to year, however, at no such time shall that balance exceed two hundred (200) hours.

ARTICLE 3.F. MEETINGS

Section 1. Scheduling, Notification & Approvals:

- (A) The Union may schedule meetings on Fire Department property, on or after 1600 hours, insofar as such meetings are not disruptive of the duties or the efficient operation of the Department. However, special rank and file Union meetings may be held at any hour. All on or off duty Union Members shall be afforded the opportunity to attend said meetings. Twenty-four (24) hour advance notice shall be given when possible by the Union of such meetings.
- (B) Union representatives upon approval of the Chief or Safety Service Director may at any time meet with individuals on Fire Department property to conduct Union Business deemed necessary by the Union, for the Bargaining Unit or Union insofar as meetings are not disruptive of the duties of the employee or the efficient operation of the Department, permission will not be unreasonably withheld.

ARTICLE 3.G. BULLETIN BOARDS

Section 1. Number, Location & Content:

- (A) The Union shall have the use of suitable bulletin boards, including at least one (1) at each Fire Station, for the purpose of posting Union notices or material related to the betterment and welfare of the Union Membership.
- (B) Notices or announcements shall not contain anything political or derogatory reflecting upon the City or any of its representatives.
- (C) Such bulletin boards shall be identified with the name of the Union and the Union may designate persons responsible therefore. Articles posted on these bulletin boards shall not be removed by the City or its representatives. However, if the City finds that this Article is being violated, the City shall request the Union to remove immediately such notices. Persons found responsible for the abuse of this article shall be subject to the disciplinary procedure provided in this Agreement

ARTICLE 3.H. TRADING OF TOURS

Section 1. Complete Tours:

- (A) A Captain, Lieutenant or Fire Fighter shall have the right to trade tours of duty. A Captain may trade with another Captain or a Lieutenant; and a Fire Fighter may trade with another Fire Fighter or Lieutenant of another platoon when the changes do not interfere with the operation of the Fire Department. Trading of complete tours of duty can be made by completing the appropriate request form and submitting it to the Platoon Captain of the platoon affected for approval. At least twenty-four (24) hours advance notice must be given for a request; except in cases of emergency where time does not permit advance notice.

Section 2. Partial Tours:

- (A) A Captain, Lieutenant or Fire Fighter shall have the right to be relieved, upon approval by the Platoon Captain of the platoon affected, for any portion of a tour of duty, upon the verbal notification to said Platoon Captain, provided the change does not interfere with operation of the Fire Department. A verbal request shall be made immediately to the Platoon Captain by an employee when it is known that a request will be necessary.

ARTICLE 4.A. SAFETY PROVISIONS

Section 1. Equipment & Hepatitis:

- (A) The City shall provide for the personal safety and protection of each Captain, Lieutenant, Fire Fighter and Fire Prevention Officer the following which must meet or exceed NFPA and/or OSHA standards.
 - (1) Two (2) Turnout Coats
 - (2) Two (2) Turnout Pants
 - (3) Two (2) Suspender Sets
 - (4) One (1) Helmet (complete)
 - (5) Two (2) Nomex Protective Hoods
 - (6) One (1) Pair of rubber gloves
 - (7) Two (2) Pair Fire Fighting Leather Gloves
 - (8) One (1) Leather Double Palmed Work
 - (9) One (1) Pair Leather Fire Boots (Globe Magnum 14" pull-ons)
 - (10) One (1) Spanner Wrench
 - (11) Two (2) Wood Wedges (upon request)
 - (12) One (1) Flashlight and Batteries

(13) One (1) Pair Safety Glasses

(14) One (1) Set Ear Plugs

(15) One (1) SCBA Face piece

(16) One (1) P.A.S.S. Device

(17) Hepatitis –B Vaccinations to include post blood screening/analysis (upon request)

(The Fire Department shall be responsible for the replacement of all items in sub-section (A) of this section, unless it presents an immediate danger to an employee, then replacement shall be immediate. If any piece of equipment is made unusable or inoperative due to a fire fighter's negligence, the fire fighter shall be responsible for its replacement. Lost or stolen items in sub-section (A) due to negligence will be replaced at the expense of the member involved.

- (B) The Fire Department will replace equipment in sub-section (A) only with the return of the damaged or worn out item to be replaced, when possible. Members shall wear only the equipment issued by the City unless approved by the Fire Chief, Assistant Chief or in cases of emergency, a Captain.
- (C) Each employee shall be responsible for the normal cleaning and maintenance of all items in sub-section (A) of this section.
- (D) The City and Union agree that in the event Safety Equipment is subject to contamination or elements detrimental to the safety, health or well being of fire fighters, the City shall immediately contact the State of Ohio, Industrial Commission for recommendations and abide by those recommendations. In the event that, The State of Ohio Industrial Commission is unable to immediately address the problem or make recommendations, the City shall select another source.
- (E) The City upon receiving recommendations shall meet and confer with the Union to discuss these recommendations.

ARTICLE 5.A. MANAGEMENT RIGHTS

Section 1. Description:

- (A) The Union recognizes that, except as otherwise limited by this Agreement, it is the exclusive function of The City to maintain order, discipline, efficiency and to operate the City and perform all functions attendant thereto, including but not limited to, the right to hire, direct, classify, assign, transfer, evaluate, promote, demote, layoff and suspend and/or discipline and/or discharge employees for just cause; to schedule employees, to determine the classification, size and duties of the work force, to determine work methods, standards, material and equipment; to assign and allocate work within and between stations; to discontinue, reorganize and to otherwise carry out the customary functions of The City. The City specifically retains and incorporates by reference herein Ohio Revised Code Section 4117.08 (C).

ARTICLE 5.B. DISCIPLINARY ACTIONS

Section 1. Management Rights:

- (A) Without limitations upon any right of discharge or discipline, expressly provided elsewhere in this Agreement, the City shall have the right to discharge, suspend, or otherwise discipline any employee for just cause.

Section 2. Notice of Discipline:

- (A) All written notices dealing with discipline shall state the type and amount of discipline imposed and the reason for the actions being taken. Both the employee and employee's Union representative and/or Union President or Vice-President shall first receive a copy prior to any disciplinary action.

Section 3. Union Representation:

- (A) If the employee requests, he shall have the right, at any time, to have a Union representative present for the purpose of resolving the dispute.

Section 4. Progressive Discipline:

- (A) The City shall practice progressive discipline, but The City reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure based upon the seriousness of the offense. The City practice of progressive discipline does not infringe upon its right to remove an employee from the payroll on the first instance of a firing offense.

ARTICLE 6.A. WORK RULES AND POLICIES

Section 1. Work Rules:

- (A) Consistent with this Agreement and with Chapter 4117 of the Ohio Revised Code, the City may promulgate work rules, policies, procedures and directives to implement and regulate the operations and mandates generated by this Agreement. Nothing in this Section 1, however, shall relieve the City of its obligation to bargain with the Union over appropriate subjects.

Section 2. Union Compliance:

- (A) The Union agrees that its members shall comply with all Fire Department rules and regulations, including those relating to conduct and work performance.
- (B) The Union agrees that each member shall be required to sign a dated and timed roster sheet as receiving such rules and regulations or changes upon service by The City or their representatives.

Section 3. Notification to Union:

- (A) The Union and each member shall be supplied with a copy of all work rules and regulations. The Union shall also be supplied with all directives, policy changes and amendments to rules and regulations.
- (B) The City shall provide a copy of this Agreement to every Union member within thirty (30) days of signing same.

Section 4. Testing of Probationary Employees:

- (A) The City also retains the management right to conduct periodic physical and agility testing, psychological testing, if necessary, and other non-discriminatory job related testing for a probationary fire fighter and require that such tests be taken prior to hiring or prior to the completion of that probationary period.

Section 5. Testing of Non-Probationary Employees:

- (A) The City also retains the management right to conduct agility, psychological and other non-discriminatory job related testing where the City reasonably determines such testing to be necessary to insure the continuing fire fighting capabilities of its non-probationary employees.

Section 6. Duplication:

- (A) Duplication of contractual items shall not be made in the Rules and Regulations governing the Alliance Fire Department that are found to be in conflict with the language or intent of the Agreement between the City of Alliance and the Union.

ARTICLE 7.A. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose:

- (A) The purpose of this grievance procedure shall be to secure an equitable and expeditious resolution of grievances. The Union and City encourage the informal resolution of disputes through discussion between the Bargaining Unit members and Supervision.

Section 2. Definitions:

GRIEVANCE: A grievance refers to any dispute, disagreement, controversy, or circumstance regarded as just cause for protest. A grievance may be the result of misrepresentation of this Agreement, the application of the Agreement, or the interpretation of this Agreement. Furthermore, a grievance may arise from the established working conditions within the Fire Department.

GRIEVANT: The person or group of persons in the Bargaining Unit, including the Union itself, making the complaint.

PROBATIONARY EMPLOYEES: The rights of Probationary employees with respect to discipline or discharge are exclusively under Civil Service Law and are not governed by this Agreement.

DAY or WORKING DAY: This shall mean calendar day, excluding Saturdays, Sundays, and Legal Holidays.

Section 3. Timelines:

- (A) Grievances shall be processed expeditiously by all parties involved. Should the grievant or Union fail to comply with the time limits herein, the grievance shall be considered abandoned. Should the City fail to comply with the time limits herein, the grievant shall be granted whatever relief was asked for and the grievance shall be won by the grievant. Time limits may be extended by mutual consent of all parties involved

Section 4. Disciplinary Grievance:

- (A) All disciplinary actions including written reprimands, suspensions, demotions, or other reductions in pay, rank, or status and removals are hereby made subject to this grievance procedure.

Section 5. Procedure:

- (A) **STEP 1:** A grievance shall be initiated by the grievant and submitted to the Safety Service Director, with a copy to the Chief, within ten (10) days of the date the employee could reasonably have expected to know of the occurrence. The grievance shall include the nature of the complaint, a brief set of facts and the relief requested.

- (a) The Safety Service Director and/or his representative shall meet with the grievant and/or his Union representatives within ten (10) days in an effort to resolve the grievance.

- (b) The Safety Service Director shall reply to the grievant and the Union in writing within ten (10) days of said meeting.
- (B) STEP 2: If the grievance is not resolved in Step 1, either party may within ten (10) days of receipt of the reply by the Safety Service Director, certify in writing to the other party its intent to submit the grievance to arbitration.
- (C) The parties shall establish a permanent panel of arbitrators. The initial panel of arbitrators shall be formed by the appointment of four (4) arbitrators by the City and four (4) arbitrators by the Union. The first arbitrator on the panel shall be Union appointed and thereafter alternate between a City appointed arbitrator and a Union appointed arbitrator. Once it is determined that a grievance is to be submitted to arbitration, the arbitrator on the panel immediately after the last arbitrator who was designated to adjust a grievance shall be designated as the arbitrator. The parties may adjust their appointments to the panel of arbitrators in January of each year. Once a grievance is designated for submission to arbitration, either the Union or the City shall promptly notify the arbitrator of his/her designation and request a conference with the arbitrator and the other party to schedule dates, times and places for the arbitration hearing.
- (D) The Union and the City may, by mutual consent, extend in writing the time periods included herein, as to allow in some cases additional time necessary to resolve a dispute or the effects of a dispute.

Section 6. Jurisdiction:

The jurisdiction of the arbitrator selected by both parties shall be limited to the following:

- (A) An adjudication of the issues which are formulated under the terms of this Agreement or under any submission agreement which is entered into by the parties.
- (B) The interpretation of the specific terms of this Agreement which apply to the issues presented to the arbitrator. The arbitrator shall not have the authority to supplement or modify this Agreement by reference to any claimed practices or customs in any other fire department.
- (C) The rendition of a decision or award which in no way modifies, adds to, subtracts from, or changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
- (D) The rendition of a decision or an award which is not retroactive to a date preceding the date the grievance upon which the decision or award is based or was first presented in writing; and
- (E) The rendition of a decision or award which does not grant relief extending beyond the termination date of this Agreement, except as mutually agreed upon by both parties hereto; and
- (F) The rendition of a decision or an award in a discharge or disciplinary lay off case which adjudicates only the guilt or innocence of the employee(s) involved which in no way modifies or amends the penalty imposed, provided that if the arbitrator finds that the employee was not discharged or disciplined for just cause, any award of back pay shall include regular wages, holiday pay, longevity, hazardous duty pay, and overtime the employee would have otherwise earned from employment with the City during the period limited by subparagraphs (C) and (D) above; and
- (G) The rendition of a decision or an award in writing which shall include a statement of the reasons and grounds upon which the decision or award is based; and

- (H) The rendition of a decision or an award based upon the evidence and arguments presented to the arbitrator by the respective parties and in the presence of each other, and arguments presented in written briefs of the parties; and
- (I) The rendition of an award within thirty (30) days of the date of the presentation of the written briefs of the parties.

Section 7. Arbitration Procedure:

- (A) No one arbitrator shall have more than one (1) grievance submitted to and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered a decision and an award in writing. Further more, the decision of the arbitrator within the limits herein described shall be final and binding upon the City, the Union, and the employees affected, subject to judicial review.
- (B) All expenses involved in the arbitration proceeding shall be equally shared between both parties. However, expenses related to the calling of witnesses, attorneys fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed.
- (C) As provided in Section 4177.10 (A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals related to matters that are subject to this final and binding grievance procedure.
- (D) If either party withdraws a grievance or opposition to a grievance, then that party shall pay the entire cost of the billing of the arbitrator. However, this clause does not preclude the parties from the including of the payment of an arbitrator's billing in some form of settlement.

ARTICLE 8.A. SENIORITY

Section 1. Definition:

- (A) The seniority of an eligible employee shall be determined by using the date on which he was last hired by the City. Any eligible employee who leaves the employment of the City for any reason other than a disability retirement, granted leave of absence or a tour of duty in any branch of the Armed Services of the United States shall be considered as having broken seniority. If such employee is later re-hired by the City, he shall begin a new seniority date on the day of re-hire. The function of Section 1. (A) is as outlined in Ohio Civil Service Law.

Section 2. Grade Seniority & Interdepartmental Limits:

- (A) Seniority within a Grade as applied to an officer shall be determined by priority of appointment to the grade referred to, the officer first appointed or first named in order of appointment being senior, based on grade received in promotional examination.
- (B) Interdepartmental transfers or appointments shall result in the loss of seniority as it applies to the Fire Department suppression force unless the affected employee returns to the Fire Department suppression force, at which time seniority rights shall be re-established with no loss of time.

Section 3. Shift Bidding:

- (A) Fire Suppression personnel shall be permitted to bid on a vacancy in a shift in accordance with this Section.
- (B) A vacancy can be filled only by a Bargaining Unit member who holds the same rank as the person causing the vacancy.
- (C) The most senior qualified bidder shall be awarded the position.
- (D) The successful bidder must remain on the bid shift until the end of the calendar year.
- (E) All shift bidding shall take place in November and all shift changes shall be effective with the first pay period in January.

Section 4. Promotion Requirements:

- (A) A Fire Fighter must have a minimum of five (5) years of completed service with the Employer before becoming eligible to take the Lieutenant's test.
- (B) A Lieutenant must have a minimum of ten (10) years of completed service with the Employer and have a minimum of one (1) year of completed service as a Lieutenant before becoming eligible to take the Captain's test.
- (C) In the event the requirements as stated in either Sections (A) and/or (B) prohibit a competitive examination, which is defined as there being two or more candidates for the position, the Civil Service Commission shall unilaterally determine the qualifications and requirements for the position in order to establish a competitive examination.

ARTICLE 8.B. CONTINUOUS SERVICE

Section 1. Uninterrupted Continuous Service:

- (A) Seniority is not to be confused with continuous service with the City of Alliance. Continuous service with the City shall be defined as the uninterrupted service of an employee from their original date of employment with the City of Alliance to include and take into account any consecutive interdepartmental or inter-city transfers or appointments.

ARTICLE 9.A. LEAVE OF ABSENCE and FAMILY MEDICAL LEAVE ACT

I. Eligibility

- (A) An employee is eligible for leave under the Family and Medical Leave Act (Act) after completing at least twelve (12) months of service and having worked at least twelve hundred and fifty (1250) hours during the past year.

II. Entitlement

- (A) An eligible employee is entitled to twelve (12) unpaid workweeks in any twelve (12)-month period for reasons prescribed by the Act.

III. Calculation of Twelve Month Period of Time

- (A) Leave entitlement will be calculated by employing a calendar year. Total leave granted in any twelve (12)-month period is twelve (12) weeks, measured on a rolling one year basis.

IV. Application

- (A) Any employee who qualifies for leave under the Family Medical Leave Act (FMLA) shall be entitled to twelve (12) weeks of such leave. If the leave sought by the employee does not qualify as FMLA leave, or if an employee seeks a leave of absence longer than the twelve (12) weeks provided by the FMLA, the employee may apply for an unpaid leave of absence not to exceed one (1) year. Application for such leave of absence shall be made to the Fire Chief and to the Safety Service Director, and such leaves of absence shall be granted for good cause if the leave of absence does not adversely affect the efficient operation of the Fire Department. If such leave of absence qualifies for FMLA leave, the first twelve (12) weeks will be so designated and will not be subject to approval or cause provisions of this section; however, the Fire Chief and the Safety Service Director shall first determine whether the leave qualifies as FMLA leave. Nothing in this section is intended to deny an employee the right to utilize paid or unpaid leave, or paid or unpaid time off, if such leaves or time off are otherwise available under other provisions of this Collective Bargaining Agreement.
- (B) Employees are required to first exhaust all paid vacation, personal or sick leave before unpaid leave is granted and the paid leave will be included within the calculation of the maximum twelve (12) work weeks required under the FMLA to the extent permitted by law.

V. Notice

- (A) Employees must give at least thirty (30) days notice for foreseeable FMLA leaves and, if applicable, medical certification in accordance with Part VIII of this Policy. If the need is not foreseeable, the Fire Chief and the Safety Service Director must be notified as soon as practicable.

VI. Employee Use of Leave Time

- (A) Leave may be taken as full days, or in certain circumstances, partial days or on an intermittent basis.

VII. Type of Leave

1. Family Medical

- (A) An eligible employee may take FMLA leave to care for an eligible family member (spouse, son, daughter, or parent) who has a "serious health condition." The term a "serious health condition" is explained at Part VII (4) of this Policy. Employees may be asked to submit certification from a health-care provider.
- (B) Leave to care for a seriously ill family member may be taken whenever medically necessary. If the leave is foreseeable, an employee is required to try to schedule the leave so as not to disrupt unduly the employer's operations.
- (C) Employees may be placed temporarily in an alternative position which better accommodates recurring periods of leave.

2. Birth of Child and to Care for the Newborn Child

- (A) The maximum time off for pregnancy and to care for the newborn child is twelve (12) weeks. If both you and your spouse are employed by The City of Alliance, the combined maximum time off is twelve (12) weeks.

3. Placement with the employee of a Son or Daughter for Adoption or Foster Care of Child

4. Employee Medical

- (A) An employee who has a serious health condition that makes the employee unable to perform the essential functions of his or her job, or makes him or her unable to perform those functions if left untreated, may request a medical leave. A "serious health condition" is generally defined as an illness, injury, impairment or physical or mental condition that involves:
- 1) Any period of incapacity or treatment in connection with or following an overnight stay in a hospital, hospice, or residential medical care facility; or
 - 2) Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three (3) calendar days that also involves continuing treatment by, or under supervision of a health care provider; or
- (B) Leave may be taken whenever medically necessary. If the leave is foreseeable, an employee is required to try to schedule the leave so as not to disrupt unduly the employer's operations. Employees may temporarily be placed in an alternative position which better accommodates recurring periods of leave. Employees may be asked to submit certification from a health care provider.

VIII. Certification

- (A) Employees may be asked to submit certification from a health care provider for a leave to be considered. Employees must provide a copy of such certification to the City in a "timely manner." The City may request a second opinion from a physician of its choosing at the City's expense. If the two physicians disagree the City may pay for a third and final provider to offer a binding decision.
- (B) The certification/physician's statement should be updated monthly and will state the nature of the disability, the date the employee was first unable to work, and the anticipated date of return. Throughout the medical leave period, employees are responsible for updating the appropriate supervisor of the status of their condition and their continued intent to return to work upon recovery.
- (C) The City may require subsequent recertification "on a reasonable basis." A "fitness for duty" report may be required before an employee is permitted to return to work.

IX. Employment Protection

- (A) An employee taking leave under the Act will, upon return to employment, be returned either to the same position he or she had before the leave, or to a position equivalent in pay, benefits, shift and other terms and conditions of employment.

X. Benefits Protection

- (A) Leave will not result in the loss of any previously accrued seniority or employment benefits. However, benefits, based upon Company seniority such as vacation entitlements, will not accrue during the leave.
- (B) When such leave is due to medical disability, the employee will continue to accrue seniority up to one (1) year for purposes of vacation and longevity which shall be applicable when the employee

returns to the City. No seniority shall accrue if an individual is on a non-medical unpaid leave of absence.

- (C) However, no benefits shall accrue to the employee while on such a leave, except in the case of a leave granted due to medical disability, to the employee, employee's spouse, and his children, in which case the employee's hospitalization insurance will be maintained by the City but no other benefits shall accrue.
- (D) It is the responsibility of each employee to make his/her regular weekly payments for his/her health insurance coverage. If timely weekly payments are not made, then his/her health insurance will be canceled and COBRA provisions will apply. Due to the fact that leaves under the Family and Medical Leave Act will vary in length, the Fire Chief and Safety Service Director will meet with each employee prior to the commencement of his/her leave and advise them how the payments are to be made and when they are to be made.
- (E) For example, if an employee desires a one (1) month leave under the FMLA and the employee has family coverage requiring a \$16.00 per week contribution, the Safety Service Director or Auditor would advise the employee that his \$16.00 per week contribution would be due and payable on four (4) specific dates during the leave of absence.

XI. Miscellaneous

- (A) The provisions in this Article 9 are subject to limitations and requirements of the FMLA.
- (B) Nothing in this Article 9 is intended to diminish or eliminate any rights, benefits or protections that otherwise would be available to an employee, or the City, under the FMLA.
- (C) This Article 9 is to be read in conjunction with the City's FMLA Policy and if either does not address any employer or employee rights or options under the FMLA, The City or any employee shall not be deemed to have waived any such rights or options or be precluded from exercising such rights or options.

ARTICLE 10.A. HOURS OF WORK AND SCHEDULING

Section 1. Hours of Work for Non-suppression Members:

- (A) The non-suppression members of the Bargaining Unit represented by the Union shall be assigned to work no more than forty (40) hours per week except in those cases of actual emergency, scheduled overtime or waivers in case of emergencies.

Section 2. Hours of Work for Suppression Employees:

- (A) The suppression members of the Bargaining Unit represented by the Union shall be assigned to work no more than an average of forty eight (48) hours per work week except for actual emergencies, scheduled overtime and waivers in case of emergency.

Section 3. Kelly Days:

- (A) The City agrees that the work schedule for suppression members of the Bargaining Unit shall be the three (3) platoon system of twenty four (24) hours of continuous duty commencing at 0800 hours, followed by forty eight (48) continuous off duty hours. In order to maintain a forty eight (48) hour work week, one continuous twenty four (24) hour off duty period shall be scheduled to follow each sixth (6th)

normally scheduled on duty day. The off duty period is referred to as a "day of adjustment" or a "Kelly Day". No time off duty with pay due to scheduling of a "Kelly Day" shall be lost due to conflict with any period of vacation, holiday, sick leave, injury leave, jury duty or other excused time that is provided for in this contract or by the application of any law or ordinance.

- (B) "Kelly Days" shall be selected by members in each platoon on the basis of seniority and not more than two (2) members may select the same Kelly Day. A maximum of two (2) members may select the same "Kelly Day" provided all days of the week have a minimum of one (1) member scheduled off on a "Kelly Day" upon completion of these selections. The selection of Kelly Days for a calendar year shall be made on or before January 1st of that year. If, during the course of a year, a day of the week becomes unfilled as a "Kelly Day" because of the retirement, resignation, termination or death of a Bargaining Unit member, such unfilled "Kelly Day" shall remain unfilled until January 1st of the following year when new Kelly Day selections are made. Provided, however, that a Bargaining Unit member shall be permitted to switch his present "Kelly Day" to the unfilled "Kelly Day". If more than one Bargaining Unit member proposes to switch to the unfilled "Kelly Day", the most senior member shall be given priority. A Bargaining Unit member switching Kelly Days under this provision shall not be permitted to adjust any vacation time selections that the member has made.

ARTICLE 10.B. HOUSE CLEANING

Section 1. Duties, Locations, Limits & Scheduling:

- (A) Duties other than fire fighting and fire prevention work shall be limited to the routine daily house cleaning and shall not include wall and ceiling cleaning, cleaning of the secretary's office or the fire prevention office and the lavatories of those offices, or any room that is not available to fire fighters twenty-four (24) hours a day. Windows shall be done once every month. Annual wall, floor and ceiling washing by Fire Fighters shall be limited to the upstairs living quarters, the Chief's office, lobby, watch office and the apparatus room. Maintenance of the apparatus room shall remain as in the past.
- (B) Captain, lieutenant, and fire fighter duties other than those related to fire suppression and fire prevention shall be limited to daily and annual house cleaning duties of the station living quarters, apparatus and equipment rooms in accordance with departmental policy approved by the Chief. Housekeeping and/or grounds maintenance employee(s) shall maintain all other areas in accordance with departmental policy approved by the Chief.

Section 2. Lawns, Ice & Snow:

- (A) Outdoor maintenance: The Fire Fighters shall mow the lawns and remove ice and snow at the Fire Stations.

ARTICLE 10.C. BEDROOM QUARTERS

Section 1. Assignment, Equipment & Responsibilities:

- (A) Each full time captain, Lieutenant and Firefighter of the Fire Department shall be assigned his or her own bed, pillow, one (1) pillow case, two (2) sheets, one (1) blanket and one (1) bed spread.
- (B) It shall be the responsibility of each employee to maintain his or her own pillow case, sheets, blanket and bed spread.

- (C) It shall be the responsibility of the City to maintain all other items in sub-section (A) of this section.
- (D) It shall be the responsibility of the City to provide a washer, dryer, soap, bleach and liquid fabric softener in order to facilitate sub-section (B) of this section.

ARTICLE 10.D. VISITATION & TELEPHONES

Section 1. Visitation:

- (A) All employees shall have the right to receive visitors during duty hours for reasonable periods of time, provided it does not interfere with the efficient operation of the Fire Department.

Section 2. Telephones:

- (A) Non-emergency Fire Department telephones line 821-1213 and 821-4716 shall be answered by the Business Office staff from 0800-1600 hours. When Business Office staff is unavailable, the above telephone lines will be answered by Bargaining Unit members, including non-suppression personnel. This paragraph shall not be construed so as to authorize the City or the Chief to assign Bargaining Unit members to telephone answering duties on an ongoing basis.

ARTICLE 11.A. JOB DESCRIPTION SUPPRESSION

Section 1. Definition:

A Lieutenant and Fire Fighter in this class perform various functions under general supervision. A Captain in this class performs various functions under general supervision of the Chief.

- (A) **EMERGENCY PREVENTION:** A Captain, Lieutenant and Fire Fighter shall participate in prevention and inspection activities to better protect lives and property from fire and other emergencies.
- (B) **EMERGENCY RESPONSE:** A Captain, Lieutenant and Fire Fighter are to respond to fire alarms and other emergencies to protect lives and property.
- (C) **OPERATIONAL READINESS:** A Captain, Lieutenant and Fire Fighter shall participate in equipment and quarters maintenance, drills and training sessions dealing with all phases of fire suppression, prevention, inspection, rescue and emergency, to protect lives and property.
- (D) **PUBLIC SERVICE:** A Captain, Lieutenant and Fire Fighter may be assigned to perform various public and community service activities or assist other City Departments in assignments within the personal experience and qualifications as a fire fighter. A Captain, Lieutenant and Fire Fighter may be assigned to perform other related tasks consistent with the typical duties of a Captain, Lieutenant and Fire Fighter.

Section 2. Example of Typical Duties:

- (A) **RELATING TO EMERGENCY RESPONSE:** Responds to fire alarms and extinguishes fire; removes people from danger and administers basic first aid as training, care and circumstances allow; performs salvage operations; responds when required to render assistance on emergency calls such as drowning, accidents, asphyxiation cases etc.; may drive apparatus to scene of fire or other emergency and perform related tasks as required by a particular emergency or by superior officer; may prepare fire apparatus for pumping operations by seeing that hydrant connections are made, may pump water at a designated

pressure, and see that suction hose and fire hose are properly located; and shall perform related duties as emergency situations require.

- (B) **RELATING TO OPERATIONAL READINESS:** Cleans and inspects equipment and apparatus after returning from a fire; participates in minor mechanical repairs as required; may make minor repairs and adjustments to fire and emergency equipment; when required inspects pumping equipment, ignition, batteries, brakes and other equipment to see that the apparatus is in good working condition, and notify mechanic and superior officer of any defect; when required maintains records of apparatus performance, repairs needed and made, and related tasks; when required performs routine preventative maintenance tasks on apparatus and equipment; washes, polishes and services equipment; performs housekeeping duties at the fire station, assists in keeping fire station, equipment and grounds in a clean and orderly condition; attends instruction sessions and drills and may be required to perform instruction if qualified to do so; attends school and other training activities as directed; keeps informed of street closures and fire hydrants out of service; shall be required to acquire and retain a thorough knowledge of the City including streets, buildings, water supply, unusual hazards, and related items.
- (C) **EMERGENCY PREVENTION:** When required assist in fire cause and fire prevention inspections, participates in general education programs of a preventive nature.
- (D) **RELATING TO PUBLIC SERVICE:** Performs various public information or education tasks that relate to the fire service; may be assigned to perform instruction, if qualified to do so. May assist other City Departments with special projects related to the field of fire fighting and fire prevention.

Section 3. Job Description (Additional):

- (A) **LIEUTENANTS:** In addition, it shall be the responsibility of a Lieutenant to assist the Platoon Officer in the daily operations of the platoon, carry out instructions pertaining to those operations as ordered by the Platoon Officer for the efficient operation of the Fire Department, upon obtaining proper certification, may be required to conduct In-Company Inspections, may be required to conduct training sessions on his assigned platoon.

Section 3a. Job Description (Additional):

- (A) **CAPTAINS:** In addition, it shall be the responsibility of Captains to assist the Chief in the daily operations of the Fire Department as it relates to the daily operation of the platoons, carry out instructions pertaining to those operations as ordered by the Chief, upon obtaining proper certification, shall be required to conduct In-Company Inspections, may be required to conduct training sessions on his assigned platoon.

ARTICLE 11.B. JOB DESCRIPTION FIRE PREVENTION NON-SUPPRESSION

Section 1. Designation By Chief:

- (A) The Fire Prevention Fire Fighter shall be designated by the Chief. He is a member of the Bargaining Unit.

Section 2. Senior Ranking:

- (A) The senior ranking Fire Prevention Officer shall be in command of the Division of Fire Prevention under the supervision of the Chief.

Section 3. Function:

- (A) The function of the Division of Fire Prevention shall be the enforcement of the Federal, State, and Municipal Laws and Ordinances and such regulations under the authority of the Department of Fire pertaining to hazards, the investigation of fires, and the education of the public to the hazards of fires; and the study of the problem of fire waste to effect financial savings to citizens.

Section 4. Establish Rules & Issue Orders:

- (A) Under the Chief, the Fire Prevention Officer shall issue orders and rules relating to hazards to life or for the preservation of safety to life, prevention of fire, fire protection, and fire protection equipment, supervision of places of public assembly such as meetings in halls and auditoriums, dances, hotels, and theaters, athletic assemblies and displays, etc., and shall issue all orders for the elimination of hazards and for the discontinuing or elimination of hazardous practices.

Section 5. Prevention Methods & Education:

- (A) It shall be the duty of the Fire Prevention Officer to study the causes of fires and to prescribe such methods of prevention and rules of practice to accomplish the intent of this section. It shall further be his duty to institute and conduct programs of education to citizens and children in the prevention of fire and to hear complaints of citizens and consider all suggestions.

Section 6. Investigation:

- (A) The Fire Prevention Officer shall investigate all fires of unknown origin, as well as fires reported incendiary, fires in which persons are injured or lives lost and as far as possible he shall determine whether the fire is a result of carelessness, accident, or design. Such investigation shall be begun immediately upon occurrence of the fire or as soon thereafter as is practicable or possible.

Section 7. Directed By Chief:

- (A) The Fire Prevention Officer shall perform such duties and assignments as directed by the Chief of the department.

Section 8. Reporting:

- (A) The Fire Prevention Officer shall submit a monthly and annual report stating the activities of the Division of Fire Prevention.

Section 9. Property & Equipment:

- (A) The Fire Prevention Officer shall be responsible for all property and equipment entrusted to his care.

Section 10. Permits:

- (A) The Fire Prevention Officer shall issue all permits necessary and authorized by law, to assure the prevention of explosions and fire, and the safety of the citizens of the City.

Section 11. Records:

- (A) The Fire Prevention Officer shall keep the following records:
- (1) Complete records of Incendiary fires.
 - (2) A record of all inspections made.
 - (3) A record of all orders served.
 - (4) A record of all permits issued.

(5) Any other records necessary for efficient operation of the Division of Fire.

Section 12. Division Assignment:

(A) The Chief of the department shall make assignments to the Division of Fire Prevention as he deems necessary.

ARTICLE 11.C. PREVENTION DIVISION (FIRE)

Section 1. Establishment of Positions:

(A) The establishment of a Fire Prevention Division consisting of the following positions.

- (1) One (1) First Grade Fire Fighter (Prevention)
- (2) One (1) Prevention Officer, Class II
- (3) One (1) Prevention Officer Class I

(B) The established Prevention Division shall consist of the following steps within that Division.

- (1) FIRST STEP: First Grade Fire Fighter (Prevention)
 - (a) Must be presently serving in the suppression force.
 - (b) Must have served twenty four (24) months grade as a First Grade Fire Fighter.
 - (c) The Chief shall have the right to fill this position from those eligible.
- (2) SECOND STEP: Prevention Officer, Class II
 - (a) This position must be filled by a competitive Civil Service Examination.
- (3) THIRD STEP: Prevention Officer, Class I
 - (a) If deemed necessary, it shall be filled by a competitive Civil Service Examination.

Section 2. Promotions and Eligibility:

(A) Eligibility for testing to Prevention Officer, Class II

- (1) Any First Grade Fire Fighter with at least twenty four (24) months in grade.
- (2) Any Lieutenant.
- (3) Any Captain.

(B) Eligibility for testing to Prevention Officer, Class I

- (1) Any Prevention Officer, Class II with at least twelve (12) months in grade.
- (2) Any permanent Lieutenant with at least twelve (12) months in grade.
- (3) Any Captain.

Section 3. Suppression and Prevention: Transfer into one from another:

- (A) Any First Grade Fire Fighter, Lieutenant or Captain in Fire Suppression who enters Fire Prevention and so chooses to return to Fire Suppression, must return as a Fire Fighter
- (B) Any First Grade Fire Fighter (Prevention), Prevention Officer Class II or Prevention Officer Class I in Fire Prevention who enters Fire Suppression shall return as a Fire Fighter
- (C) Any Captain or Lieutenant in Fire Suppression who enters Fire Prevention may return to Fire Suppression within one (1) year (probationary period) without loss of rank

Section 4. Suppression and Prevention: Testing into one from another:

- (A) PREVENTION TO SUPPRESSION: Any First Grade Fire Fighter (Prevention), Prevention Officer Class II or Prevention Officer Class I has the right to test for the position of Lieutenant in Fire Suppression. Individuals in the Fire Prevention Division who test for the position of Lieutenant shall retain their position in Fire Prevention Division until such time as they accept an appointment to the position of Lieutenant
- (B) SUPPRESSION TO PREVENTION OFFICER, CLASS II: Any First Grade Fire Fighter (with twenty four (24) months in grade), Lieutenant or Captain has the right to test for the position of Prevention Officer, Class II. Individuals in Fire Suppression who test for the position of Prevention Officer, Class II shall retain their position in Fire Suppression until such time as they accept an appointment to the position of Prevention Officer, Class II
- (C) SUPPRESSION TO PREVENTION OFFICER, CLASS I: Any Lieutenant (with twelve (12) months in grade) or Captain has the right to test for the position of Prevention Officer, Class I. Individuals in Fire Suppression who test for the position of Prevention Officer, Class I shall retain their position in Fire Suppression until such time as they accept an appointment to the position of Prevention Officer, Class I

ARTICLE 12.A. LAY OFFS

Section 1. Seniority:

- (A) Layoffs in the Bargaining Unit may be made because of lack of funds or necessary and reasonable reduction in the workforce. All layoffs shall be made in accordance with seniority, regardless of rank, with the least senior employee in the department being laid off first.

Section 2. Notice:

- (A) Notwithstanding Civil Service rules, notice of layoff shall be as follows
 - (1) In the event the City becomes aware of an impending reduction in the suppression work force, they shall furnish a layoff list to the Union prior to notifying the employees(s).
 - (2) In the event of an actual layoff, The City will notify the affected employee(s) in writing not less than five (5) days in advance of the layoff date.

Section 3. Benefits:

- (A) A Firefighter who is laid off shall be entitled to be compensated on request for all unused accumulated time, overtime, holiday and vacation time at his current rate of pay. The same also applies to resignation.

Section 4. Recall:

- (A) No new employee shall be hired until all laid off employees have been given ample opportunity to return to work on the Fire Department.

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ARTICLE 13.A. WAGE RATES AND POSITIONS

Section 1. Positions and Pay Rates:

(A) All wages shall be effective on the date(s) stated. All wages stated are hourly rates based on a 48 hour work week for Suppression employees.

Suppression Position	0% GWI Effective July 1, 2012	1%GWI Effective July 1, 2013	1%GWI Effective July 1, 2014
Captains	\$22.31	\$22.53	\$22.76
Lieutenants	\$20.43	\$20.63	\$20.84
Fire Fighter 1	\$17.73	\$17.91	\$18.09
Fire Fighter 2	\$16.89	\$17.06	\$17.23
Probationary	\$14.77	\$14.92	\$15.07

(B) All wages shall be effective on the date(s) stated. All wages stated are hourly rates based on a 40 hour work week for Non-Suppression Prevention 1 and Prevention 2 employees.

Non-Suppression Position	0% GWI Effective July 1, 2012	1%GWI Effective July 1, 2013	1%GWI Effective July 1, 2014
Prevention 1	\$26.56	\$26.83	\$27.10
Prevention 2	\$24.31	\$24.55	\$24.80

ARTICLE 13.B. LONGEVITY

Section 1. Service, Amount & Eligibility:

(A) All Employees set forth in this Agreement shall be placed in one of the following groups and classified according to their continuous service record and shall receive the following Longevity compensation:

Classification (Seniority)	Monthly Compensation
Group A – 0 through 4 years	-0-
Group B – over 4 through 10 years	\$30.00
Group C - over 10 years through 15 years	\$70.00
Group D – over 15 years through 20 years	\$90.00

Group E – over 20 years	\$110.00
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NOTE: Said compensation is to be paid in equal installments along with regular payment.

- (B) A continuous service record of an eligible employee shall be determined by using the date on which he was last hired by the City. Any eligible employee who leaves the employment of the City for any reason other than a granted leave of absence or on sick leave or layoff or tour of duty in any branch of the Armed Forces of the United States shall be considered as having broken continuous service, if such employee is later re-hired by the City, he shall begin a new continuous service record on the day he is re-hired.
- (C) The Fire Chief shall be responsible for notifying the Auditor of any change in the status of an employee's rate of pay due to longevity and submitting a list showing the current longevity status of each employee, along with regular payroll.

ARTICLE 13.C. HAZARDOUS DUTY PAY

Section 1. Amount:

- (A) All employees set forth in this Agreement shall receive an annual hazardous duty pay of three-hundred dollars (\$300.00) per year, payable to said employees in equal installments with each regular pay.

ARTICLE 13.D. ACTING PAY

Section 1. Higher Classification, Selection, Limits & Eligibility:

- (A) In the event an employee is designated by the City to assume responsibilities in a higher classification, such employee shall receive the rate of pay of the higher classification.
- (B) Example: If a Fire Fighter is designated as having responsibilities of a Lieutenant, said Fire Fighter shall receive the rate of pay of a Lieutenant during such period of time of increased responsibilities.
- (C) If a Lieutenant is designated to act as Captain, the Lieutenant shall receive the rate of pay of a Captain during such period.
- (D) If a Captain is designated to act as Chief, the Captain shall receive the rate of pay of a Chief during such period. For every eight (8) hours the employee in on call as acting Chief, he shall earn one (1) hour of compensation pay.
- (E) When the Inspector's position is vacant due to vacation, injury, or time off, the City may fill the position with a qualified individual. Selection shall be made by seniority from the suppression employees. The employee selected shall receive the rate of pay of an Inspector I during such period. For every eight (8) hours the employee is on call as an Inspector, the employee selected shall earn one (1) hour of compensation pay.
- (F) Employees shall be selected to serve in an acting position by seniority from the employees on duty in the platoon scheduled to work.
- (G) Acting positions shall be accepted on a voluntary basis. However, if all employees on a shift refuse an acting appointment, the City may appoint any shift employees regardless of seniority.

- (H) To be eligible to act in the capacity of an acting lieutenant, a First (1st) grade firefighter must have served at least two (2) years in grade.

ARTICLE 13.E. MILEAGE ALLOWANCE

Section 1. Private Vehicle Use:

- (A) A Captain, Lieutenant, or Fire Fighter using a private vehicle for any out of city job related court appearance, pre-trial appearance, training, seminars, meetings, conferences, continuing education programs, or any other job related activities (not to include Union activities) shall be reimbursed for mileage at the rate applicable to all other City employees.
- (B) A Fire Prevention Officer shall not be entitled to any part of sub-section (A) of this section, unless travel is outside the city limits of Alliance.

Section 2. Prevention Car Allowance:

- (A) A Fire Prevention Officer shall be paid a monthly car allowance of \$175.00 per month (or any portion thereof) when a City vehicle is not furnished for his/her use.

ARTICLE 14.A. OVERTIME WORK AND ADDITIONAL COMPENSATION

Section 1. Administration:

- (A) In the event of any emergency, The City may prescribe reasonable periods of overtime work to meet operational needs. However, whenever it is practical and possible to do so, all overtime shall be approved by the Safety Service Director in advance. In any case, all overtime must be reported to and justified as required by the Safety Service Director. Complete records of overtime shall be maintained by the Department.
- (B) In the event that a Captain, Lieutenant, Fire Fighter or Fire Prevention Officer of the Fire Department is required to attend training sessions beyond the normal work schedule, prior approval must be received from the Director of Public Safety and Service.

Section 2. Overtime Compensation:

- (A) Captains, Lieutenants and Fire Fighters who are required to work more than a twenty four (24) hour tour or forty eight (48) hours in a week and a Fire Prevention Officer who is required to work more than forty (40) hours in one (1) week, shall be paid at the rate determined by the following formula:

$$\text{OT rate} = \frac{\text{Weekly based salary}}{40} \times 1.5$$

- (B) Overtime will be paid for each appearance in Court, Grand Jury or Pre-Trial conference necessitated by the individual performance of his/her duty. Two (2) hours overtime will be the minimum allowance for each such appearance paid only to those individuals who are required to appear and who are not normally scheduled to work.
- (C) Hold over overtime pay shall be based on thirty (30) minute increments with a minimum of thirty (30) minutes in excess of a twenty four (24) hour tour.
- (D) When a Captain, Lieutenant, Fire Fighter or Fire Prevention Officer is called in to work while off duty, he/she shall be paid for a minimum of four (4) hours as per the formula in sub-section (A) of this

section. When a Captain, Lieutenant, Fire Fighter or Fire Prevention Officer is required to exceed his/her tour of duty, said extension shall be in thirty (30) minute increments. There will be no call in pay paid when an employee reports to work as a result of "trading tours" with another employee.

- (E) Overtime shall be paid whenever a Captain, Lieutenant, Fire Fighter or Fire Prevention Officer is called in for duty while off duty on a normal scheduled day off, vacation or holiday.
- (F) In the event non-emergency overtime occurs in the Fire Department, it shall be on a voluntary basis and shall fall under the guidelines established by fair share overtime procedures.

Section 3. Determination of Base Rate of Pay:

- (A) For overtime purposes, the base pay for Captains, Lieutenants, Fire Fighters or Fire Prevention Officers shall be calculated by including all forms of compensation earned by the employee for the week in question including, but not limited to, shift differentials, and any other compensation recognized under the Fair Labor Standards Act.

ARTICLE 14.B. OVERTIME DISTRIBUTION

Section 1. Non-Emergency:

- (A) When a manpower shortage occurs creating an overtime situation, the manpower shortage shall be filled by utilizing the fair share overtime list. Said list shall be in effect from January 1st, until December 31st, and shall continue each preceding year until the term of this Agreement expires. Each new list shall start at zero (0) hours for each employee.
- (B) An employee shall have a minimum of one (1) year department seniority to qualify for overtime, except for emergency call ins or for training purposes. On the completion date of the one (1) year minimum department seniority, a 2nd Grade Fire Fighter shall be credited with an amount of hours equal to, the average of all hours of Captains, Lieutenants, 1st grade Fire Fighters and 2nd Grade Fire Fighters that are represented on the fair share overtime list.
- (C) A fair share overtime list shall be established to include Captains, Lieutenants and Fire Fighters only. When a manpower shortage occurs creating overtime, the employee with the least hours on the fair share overtime list shall be asked to work. In the event this employee cannot be contacted or refuses the overtime, the employee next lowest on the list shall be contacted and this shall continue until the manpower shortage has been filled. Procedure (B), (C) and (D) of this section shall not apply to emergency call ins.
- (D) The fair share overtime list shall be kept and updated, when overtime is worked, by the Business Office Personnel. Each employee has the right, upon request, to know the status of their hours and position on said list.
- (E) A copy of the fair share overtime list shall be given to a Union Representative designated by the Union on a month to month basis, provided with the most current hours of each employee on the list, that has signed a release form for this information to the Union.

Section 2. Emergency Call In:

- (A) In the event of emergency recall, the platoon most recently going off duty shall first be recalled.

ARTICLE 15.A. PAID LEGAL HOLIDAY SCHEDULE

Section 1. Schedule Posting:

(A) By January First (1st) of each year, an annual Paid Legal Holiday Schedule shall be posted at each Fire Station with the dates that said Paid Legal Holidays in Section (1) sub-section (A) of Article (47) "Paid Legal Holidays Days" shall be observed..

ARTICLE 15.B. PAID LEGAL HOLIDAYS

Section 1. Scheduling & Compensation:

(A) Captains, Lieutenants, Fire Fighters or Fire Prevention Officers shall receive compensation in pay or accumulative time for the following legal holidays:

- (1) New Years Day
- (2) Martin Luther King Day
- (3) Presidents Day
- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day
- (11) General Election Day
- (12a) One (1) Personal Holiday consisting of sixteen (16) hours (Captains, Lieutenants, & Firefighters
- (12b) One Personal Holiday consisting of eight (8) hours (Fire Prevention Officer)

(B) When a Captain, Lieutenant, Fire Fighter or Fire Prevention Officer has a scheduled day off or is on sick leave, injury on duty leave, or on a paid legal holiday he/she shall be paid in addition to his/her regular salary. The amount determined by the following formula:

$$\text{Holiday Pay} = \frac{\text{Weekly based salary}}{40} \times 8$$

(C) Captains, Lieutenants and Fire Fighters working 0800 hours until 0000 midnight of a Paid Legal Holiday shall receive sixteen (16) hours of compensation in pay or sixteen (16) hours of accumulated holiday time for said Paid Legal Holiday. Compensation in pay shall be paid in addition to above said member's regular salary at the rate determined by the following formula:

$$\text{Holiday Pay} = \frac{\text{Weekly based salary}}{40} \times 16$$

(D) Captains, Lieutenants and Fire Fighters working 0000 midnight until 0800 hours of said Paid Legal Holiday shall receive twelve (12) hours of compensation in pay or twelve (12) hours of accumulated holiday time for said Paid Legal Holiday. Compensation in pay shall be paid in addition to above said member's regular salary at the rate determined by the following formula:

$$\text{Holiday Pay} = \frac{\text{Weekly based salary}}{40} \times 12$$

- (E) Captains, Lieutenants and Fire Fighters not working on said Paid Legal Holiday, shall not be entitled to any benefits under sub-section (C) or (D) of this section.
- (F) If an employee chooses to accumulate time in lieu of compensation in part, said employee shall receive eight (8) hours, twelve (12) hours or sixteen (16) hours as applicable of accumulated time at regular rate of pay.

ARTICLE 15.C. HOLIDAY ROUTINE

Section 1. Duties & Limits:

- (A) Holiday routine shall limit duties to emergency and/or public service runs and appearances. Normal scheduled housework of living quarters shall be done. Holiday routine shall be observed on all Paid Legal Holidays and Sundays.
- (B) Holiday routine on Saturdays shall be limited to duties in sub-section (A) and may include, doing hose used on emergency and/or public service runs and may include review of Training Procedures if necessary. Additionally, employees may be required to inspect buildings which are not available for inspection Monday through Friday.
- (C) Truck Day that falls on a Paid Legal Holiday shall be moved to another day.

ARTICLE 16.A. EDUCATIONAL ALLOWANCES

Section 1. Degree Pay:

- (A) All employees covered by this Agreement upon attainment of either an Associate's Degree or a Bachelor's Degree in Fire Science Studies, shall receive an educational allowance. The educational allowance after such attainment of said degree shall be as follows:
 - (1) Associate's Degree – 3.0% of yearly base salary
 - (2) Bachelor's Degree – 5.5% of yearly base salary
- (B) The maximum allowance payable under this section shall be 5.5 %. The above additional lump sum payment shall be paid on the 2nd pay of June and the 1st pay of December for the preceding six (6) month period of each year and payment shall only be made to those qualified who have attained their degree within at least five (5) days prior to the date of payment.
- (C) The City shall be responsible for notifying the Auditor of any change in the status of an employee's educational allowance or an employee's eligibility under this section.

Section 2. Continuing Education:

- (A) Where there has been prior written approval by the Fire Chief and the Safety Service Director, the City shall reimburse Bargaining Unit Members, within thirty (30) calendar days of grade submission, for all tuition, fees and course mandated materials, including books for job related continuing education programs. Members enrolling in either a two year Associate or four year Bachelor Degree program shall notify the Chief and Director and must submit a listing of course requirements to be eligible for this reimbursement. The determination of job relatedness will be made at the discretion of the Fire Chief and the Safety Service Director.
- (B) Reimbursement shall be made according to the following schedule:

Bargaining Unit Member earns a letter grade of equivalent of:	City pays this percentage of tuition, and mandated expenses
A	100%
B	85%
C	75%
Below C	0%

ARTICLE 16.B. SUPPLEMENTAL OFF DUTY TRAINING

Section 1. Supplemental Off Duty Training:

- (A) A Captain, Lieutenant, Fire Fighter or Fire Prevention Officer is eligible for supplemental off duty training when it is shown that such training will benefit the individual in his/her job and when it is in the best interest of the Fire Department and the City.
- (B) Supplemental off duty training is training attended or performed over and above or in addition to an employee's regularly assigned workweek.

Section 2. Continuing Education:

- (A) The City shall provide the training mandated by the State to members of the Bargaining Unit over a three year period as measured by the member's certification that is listed below:
 - Fifty-four (54) hours of training for a Fire Fighter 2 certificate.
 - Fifteen (15) hours of training for the First Responder or better.
 - Thirty (30) hours of training in Fire Safety.
 - Fifty (50) hours (maximum) of training Arson certificate.
- (B) In the event the training is not provided by the City, the City shall reimburse the member for the cost of training fees in addition to the compensation for time spent on training as provided herein. Nothing in this section is intended to require any specific number of hours of training by a member in any one year if it is not provided by the City.

Section 3. Eligibility:

- (A) Application for such training shall be made to the Fire Chief and/or Safety Service Director, and written notification shall be made to the employee in a timely manner not to exceed seven (7) days stating whether the request is granted or denied with reasons for denial.
- (B) Training herein shall include, but is not limited to; classes, lectures, seminars, and related duties performed pursuant to such training.

Section 4. Compensation:

- (A) A Captain, Lieutenant, Fire Fighter or Fire Prevention Officer who is injured or disabled while engaged in training hereunder shall be covered by the full benefits of this contract as if on regular duty
- (B) Compensation for training hereunder shall be straight time, or straight pay at the employee's regular hourly rate.

(C) The City shall reimburse for mileage at the rate applicable to all other City employees. The City will also have a standard allowance of twenty-five (\$25.00) dollars per day for meals.

ARTICLE 17.A. UNIFORM ALLOWANCE

Section 1. Amount & Time of Payment:

- (A) All employees set forth in this Agreement shall receive an annual uniform allowance of one thousand two hundred (\$1,200.00) dollars per year, payable to said employee in two (2) equal installments of six hundred (\$600.00) dollars on the second (2nd) payday of June and the first (1st) payday of December.
- (B) The annual uniform allowance as set forth, shall be given to each employee for the purchase of uniforms worn at the station during duty hours. Employees shall not use the uniform for other than assigned or approved duties. Upon inspection by his commanding officer, if an employee's uniform, clothing, or equipment is judged to be in need of replacement, the employee shall be obligated to replace it. In order to assure professional appearance of employees and in order to assure that employees are properly equipped, the City shall conduct uniform and equipment inspections. An annual uniform inspection will be held to ensure that members have the appropriate and required number of uniforms.
- (C) It shall be the responsibility of the Fire Department to furnish the following items:
- | | |
|-----------------------------|---|
| (1) Badges (A.F.D.) | (4) Uniform Hat (A.F.D.) |
| (2) Name Bars | (5) Uniform order sheets and instructions |
| (3) Emblem Patches (A.F.D.) | |
- (D) Sub-section (B) and (E) of this section shall not be applicable in the event of emergency call-in.
- (E) The City may, upon request, authorize additional items of clothing to be worn during periods of inclement weather.
- (F) In the event that there are changes in the uniform, there shall be a one (1) year wear-out period for the previous uniform.
- (G) The Chief of Fire shall select the uniform code, however, the Chief will be required to meet and confer with the Union before implementing changes in the code.
- (H) A newly hired probationary fire fighter shall receive the first (1st) two (2) uniform allowance installments in advance.

ARTICLE 18.A. INJURED ON DUTY

Section 1. Definition, Procedure, Amounts & Certification:

- (A) Commencing with the date of time lost due to an injury, the City shall pay an employee who may be injured or disabled while in the discharge of his duties, his full regular salary, less applicable deductions for a period of one thousand two hundred forty eight (1,248) hours, or such part thereof, as the disability may continue. Such disabled or injured employee shall perform duties within the Fire Department other than his regular duties, if he is physically capable of doing so.
- (B) Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the individual is not able to return to work on the fourteenth (14th) day of injury, the sick time for the first seven (7) days shall be restored. Days shall be calendar days.

- (1) If an employee has not accumulated seventy two (72) hours of sick leave, and if his disability ends in less than fourteen (14) calendar days, he shall be paid sick leave during the first (1st) week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.
- (C) If any employee covered by this Agreement shall be entitled to receive benefits or payments from the Police and Fireman's Disability and Pension Fund or the Public Employee's Retirement System, the foregoing provisions of this article shall not be effective.
- (D) Section (A) and (B) above shall not be effective unless the injury is of such severity as to require medical care, and a request for I.O.D. pay shall be made in writing on a form provided by the Safety Service Director, unless an employee is physically unable to do so. And the employee shall also sign a medical release form for records pertaining to this specific injury only.
- (E) The employee shall be required to provide a physician's statement verifying the employee's injury. He shall further be required to furnish a physician's statement verifying he is capable of returning to normal or light duty.
- (F) Each employee shall be entitled to a one thousand two hundred forty eight (1,248) hours per injury on duty. If an employee returns to full duty, the balance of the one thousand two hundred forty eight (1,248) hours related to that specific injury shall be held in reserve for future aggravation or reoccurrence of that injury.
- (G) The Safety Service Director may, from time to time, require a medical report from the employee's attending physician verifying the disability.
- (H) Sub-section (B) of Section 1, will not apply in the event of aggravation or reoccurrence.

Section 2. Exhaustion of IOD & Workers Compensation:

- (A) Upon the exhaustion of the one thousand two hundred forty eight (1,248) hour period referenced in Section 1, the injured employee shall have the option of utilizing his/her accrued sick leave and then relying solely on workers' compensation coverage; or, immediately commence receiving workers' compensation coverage. If the employee elects to utilize accrued sick leave, the sick leave hours utilized by the employee shall be reinstated to his/her sick leave balance whenever the injured employee returns to duty. Should the injured employee elect to retire, at any point, under the disability provisions of the Police and Fireman's Disability and Pension Fund, any sick leave hours utilized by the injured employee shall be reinstated to the employee's account for purposes of determining severance pay under this Agreement. Regardless of whether an employee elects to receive workers' compensation coverage or utilize sick leave as a result of an injury, the employee's continuous service and seniority under this Agreement shall continue to accrue. If an employee receives workers' compensation wages and sick leave compensation covering the same period of time, the employee shall reimburse the City for any money received in excess of that which the employee normally would earn for the period.
- (B) An employee shall not be eligible for reimbursement of sick hours in sub-section (A) until such time any moneys collected by the employee from Workers' Compensation, while on sick leave has been reimbursed to the City.

ARTICLE 18.B. INJURY ON DUTY – LIGHT DUTY

Section 1. Definition, Limitations, Amounts & Certification:

- (A) Light duty assignment under this section may be granted at the discretion of the Fire Chief and Safety Service Director.
- (B) Members requesting Light Duty for injury on duty shall submit a written request from their physician stating the status of the injury and the estimated length of time the member is expected to be on Light duty.
- (C) When Light Duty for injury on duty is granted a signed physician's report shall be presented to the Fire Chief every thirty (30) days or after the next scheduled appointment by the attending physician, whichever is greatest.
- (D) Members on Light Duty for injury on duty shall work the schedule established by the Fire Chief provided it does not cause aggravation to the injury.
- (E) Members on Light Duty for injury on duty shall not be required to do any work that would aggravate their injury.
- (F) The City shall have the right to end Light Duty for any injury on duty.
- (G) If an employee returns to light duty, the light duty shall not be counted against the one thousand two hundred forty eight (1,248) hours of injury time.

ARTICLE 18.C. INJURY OFF DUTY – LIGHT DUTY

Section 1. Definition, Limitations, Amounts & Certification:

- (A) Light Duty for injury off duty may be granted at the discretion of the Fire Chief and Safety Service Director, it shall not be unreasonably withheld.
- (B) An employee shall not be eligible for Light Duty for an injury off duty until such time as they have exhausted their sick leave hours or at least five hundred forty six (546) hours which ever is less.
- (C) The employee shall be required to provide a physician's statement verifying the employee's injury. He shall further be required to furnish a physician's statement verifying he is capable of returning to light duty and the employee shall also sign a medical release form for records pertaining to this specific injury only.
- (D) The City shall have the right to end Light Duty for an injury off duty.
- (E) Section 1, sub-section (B),(C),(D),(E) of Light Duty Injury on Duty shall apply to this Section as to include the words Injury Off Duty and to exclude the words Injury on Duty.

ARTICLE 19.A. PENSION PICK-UP

Section 1. Method:

- (A) The City shall use the salary reduction method for "pension pick-up" in accordance with the rules and regulations of the Police and Fireman's Disability and Pension Fund of Ohio.

Section 2. City Payment & Non-Taxable Wages:

- (A) The City shall "pick-up", assume and pay the full amount of any statutorily required contribution to the Police and Fireman's Disability and Pension Fund of Ohio for all employees in the Bargaining Unit. Each Bargaining Unit member's salary shall be reduced to the extent of this "pick-up". The "pick-up"

by the City to the PFDPF shall be mandatory and no employee covered by this Agreement shall have any other options regarding this "pick-up".

ARTICLE 20.A. VACATION

Section 1. Definition:

(A) Vacation accumulation shall be based on the schedule established for each department in the City.

Section 2. Employees Hired after April 1st, 1985:

- (A) During the first partial calendar year of employment an employee will accumulate vacation time from his/her hire date to December 31st of his/her hire year.
- (B) After January 1st of the following calendar year, the employee shall be entitled to take the pro-rata amount of vacation accumulated during his/her previous partial calendar year of employment.
- (C) During the first full calendar year of employment an employee will then accumulate vacation time to be taken in the following calendar year.
- (D) When an individual's hire date is prior to the 16th day of a month the individual shall be credited for the full month for vacation purposes, if an individual's hire date is the 16th day of the month or after the individual shall not receive credit for that month. Credit shall begin on the first day of the next month.
- (E) The purpose of this section is not to represent a Probationary Fire Fighter in this contract, but to consolidate the vacation schedule for the efficient operation of vacations in the Fire Department.

Section 3. Additional Accumulation:

- (A) Vacation shall be accumulated at the higher level for the full calendar year in which an employee becomes eligible for additional vacation. This vacation shall be taken in the next calendar year.
- (B) To establish eligibility for the next highest vacation bracket, an employee must have completed the full calendar year specified in the vacation schedule.

Section 4. Vacation Amount:

(A) Vacation for Fire Fighter, Lieutenant and Captain shall be as follows:

- After completion of: less than 1 year: Pro-rated.....3 tours
- After completion of: 1 full calendar year:3 tours
- After completion of: 2 full calendar years:.....5 tours
- After completion of: 6 full calendar years:7 tours
- After completion of: 12 full calendar years:9 tours
- After completion of: 17 full calendar years:11 tours
- After completion of: 21 full calendar years:12 tours

(B) Tours as stated in sub-section (A) of this section shall be twenty-four (24) hour tours, and years as stated shall be calendar years.

(C) Vacation for Fire Prevention personnel shall be as follows:

- After completion of: 2 full calendar years:10 days
- After completion of: 6 full calendar years:15 days

After completion of: 12 full calendar years:.....20 days
After completion of: 17 full calendar years:25 days
After completion of: 21 full calendar years:30 days

(D) Days as stated in sub-section (C) of this section shall be eight (8) hour days and years shall be calendar years.

Section 5. Termination, Annual Accumulation & Use:

(A) An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation that he/she may have been eligible for if not already taken at the time of termination.

(B) ~~Vacation time shall be accumulated on a calendar year basis and shall be used within that year, except as provided in this section.~~

(C) Absence on account of sickness, injury or disability in excess of that hereafter authorized for such purpose, may at the request of the employee and within the discretion of the Fire Chief, be charged against vacation leave allowance.

(D) The department shall keep records of vacation leave allowance for all employees and shall schedule vacation leaves with particular regard to the employee's departmental seniority as it applies to forty (40)-hour employees.

(E) **Vacation time under the provisions of this subsection shall be allowed to carryover from one year to another, not to exceed forty-eight (48) hours for suppression personnel and sixteen (16) for non-suppression personnel. Employees will notify the Chief's office by the second pay of November of each calendar year of their desire to carryover the above hours of vacation.**

(F) **Suppression personnel shall be allowed to take a minimum four (4) hours vacation. Vacation applied for in such increments must be taken.**

(G) All employees may elect to be paid at his/her regular rate for unused vacation without exclusion as to how much vacation can be sold or when.

(H) Selection of vacation shall be by separate platoon list, with the senior employee on said platoon list selecting first.

(I) Splitting of vacation shall be allowed, but an employee shall not select his second choice until all other above stated in, Section 5, sub-section (G) have selected their first choice.

(J) Any employee having service credit with the City prior to the hiring date with the Alliance Fire Department shall have this credit applied to his/her hire anniversary date with the Alliance Fire Department for the purpose of vacation accrual.

(K) The vacation selection list shall be posted by December 1st and all selections shall be made by December 31st.

Section 6. Sale Unused Vacation:

(A) Any employee selling any portion of his/her vacation as specified in Section 5, sub-section (F), or who leaves the employment of the City for any reason other than retirement, shall be paid as follows:

$$\text{Amount} = \text{Hourly rate based on a 48 hour work week} \times \text{unused vacation hours}$$

- (B) For the purpose of an employee retirement year, an employee selling any portion of his/her vacation shall be paid as follows:

$$\text{Amount} = \text{Hourly rate based on a 40 hour work week} \times \text{unused vacation hours}$$

Section 7. Banking Vacation:

- (A) After an employee becomes eligible for eleven (11) tours of vacation, he/she may elect to bank up to five (5) tours of vacation per year.
- (B) These tours may be sold anytime during the employees last three (3) years of employment.
- (C) Tours may be sold in accordance with Section 6, sub-section (B).
- (D) Forty (40)-hour employees may bank up to fifteen (15) days vacation after becoming eligible for twenty five (25) days vacation.

ARTICLE 21.A. SICK LEAVE

Section 1. Definition:

- (A) Sick leave shall be identified as an absence with pay necessitated by:
 - (1) Illness or injury to the employee;
 - (2) Exposure by the employee to a contagious disease communicable to other employees;
 - (3) Illness, injury or death in the employee's immediate family;

Section 2. Rate:

- (A) All full time employees shall earn sick leave at the rate of 4.6 hours for each eighty (80)-hours of service.

Section 3. Notification:

- (A) An employee who is to be absent on sick leave shall notify the officer in charge or if unavailable, Central Dispatch of such absence and the reason therefore at least one (1) hour before the start of his/her work shift.
- (B) An employee returning to work shall notify the officer in charge or if unavailable, Central Dispatch at least one (1) hour before the start of his/her work shift.

Section 4. Proof:

- (A) Before an absence may be charged against accumulated sick leave, the Fire Chief will require such proof of illness, injury or consultations in the form of a written, signed statement, or may require the employee to be examined by a physician designated by the Fire Chief and paid by the Employer.

Section 5. Physician Report:

- (A) In any event, a twenty-four (24) hour employee who is absent for more than two (2) consecutive scheduled tours must supply a physician's report to be eligible for paid sick leave. An eight (8) hour employee, who is absent more than three (3) consecutive workdays, shall supply the same.

- (B) If the employee fails to submit adequate proof for Section 5 (A) of this section, such leave may be considered an unauthorized leave and discipline may be issued. If the Fire Chief finds that the written statement was falsified, such shall be grounds for dismissal.

Section 6. Return to Duty & Abuse:

- (A) Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.
- (B) The Fire Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined and paid for by the Employer, to establish that he is able to perform his normal duties and that his return to duty will not jeopardize the health and safety of other employees

Section 7. Immediate Family:

- (A) When the use of sick leave is due to illness or injury in the immediate family, "Immediate Family" shall be defined to only include the employee's:

- (1) Spouse
- (2) Children
- (3) Parents
- (4) Step Children in home
- (5) Mother-in-law
- (6) Father-in-law
- (7) Significant Other
- (8) Minor Children, in the employee's household, for whom the employee is Legal Guardian

For purposes of this section Significant Other shall be defined as an individual with whom the employee has a relationship within a shared household where both parties list the household as their legal residence.

- (B) An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department, providing that his amount of accumulated sick leave shall not exceed the accumulated limit in his new department.
- (C) Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from an employee's credit on the basis of one (1) hour for each one (1) hour of absence from his/her scheduled duty day.
- (D) Previously accumulated sick leave of an employee who has been separated from City service shall be placed to his/her credit upon re-employment in the City service.

ARTICLE 21.B. SICK LEAVE BONUS

Section 1. Amounts & Limitations:

- (A) Captains, Lieutenants and Fire Fighters shall be granted twelve (12) hours of accumulated time off or in addition to his or her regular pay, twelve (12) hours of compensation in pay for every six (6) months of prior perfect attendance. The effective date of this sub-section shall start on the first effective day of this Agreement.

- (B) The Fire Prevention Officer shall be granted eight (8) hours of accumulative time off or in addition to his or her regular pay, eight (8) hours of compensation in pay under sub-section (A) of this section.
- (C) Injury on duty, funeral leave or personal leave shall not be considered as a break in the six (6) month period in sub-section (A) of this section.
- (D) Accumulated time off must be taken within twelve (12) months from the time earned. If not taken within twelve (12) months, the City shall pay the employee for the accumulated sick leave bonus.

ARTICLE 21.C. RETIREMENT

Section 1. Retirement & Sick Leave Pay:

- (A) Employees who retire according to the rules and regulations established by the applicable retirement board, shall be compensated in a lump sum for that portion of unused sick leave up to the following level:
 - (1) For current employees, all sick leave hours on credit up to a maximum of 960 hours, shall be paid at the employee's appropriate hourly rate. If available, an additional 600 hours maximum, sick leave will be paid at one quarter (1/4) of the employee's appropriate hourly rate.
 - (2) Employees hired after January 1, 2003, shall be entitled to a maximum of 960 hours or one-fourth (1/4) of all sick leave hours on credit, whichever is less.
- (B) Said lump sum payment shall be calculated on the basis of the employee's appropriate hourly rate upon retirement multiplied by the number of sick leave hours for which he or she is to be paid. Such lump sum payment is to be made in full on the subsequent payday, following the effective date of retirement.

Section 2. Limitations:

- (A) Employees who have retired and received lump sum payments for sick leave credit as outlined above, shall not, upon re-employment by the City, be eligible for sick leave re-crediting.
- (B) The death of an employee shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts.
- (C) Any sick leave taken for elective surgery or improper use of sick leave in the last three (3) month period immediately preceding retirement shall be deducted hour for hour from the maximum sick leave payable under Section 1 (A) paragraphs (1) and (2) upon retirement.

ARTICLE 21.D. PERSONAL LEAVE

Section 1. Amounts & Limitations:

- (A) All suppression and non-suppression employees may use two (2) eight (8) hour increments each of sick leave annually as personal leave.
- (B) Except for emergencies, seventy-two (72) hours notice shall be given for a personal leave request. A personal leave request form must be submitted to the Fire Chief or Safety Service Director within said time limit.
- (C) Paid Legal Holidays shall be excluded from use as personal leave.

ARTICLE 21.E. ACCUMULATED TIME

Section 1. Definition, Amounts & Limitations:

- (A) Compensatory (Accumulated) time shall consist of those hours accumulated in lieu of pay for Overtime, Paid legal Holidays (including Personal Holiday) and Sick Leave Bonus Time.
- (B) Compensatory time may be accumulated up to a total of four hundred eighty (480) hours. Upon reaching the four hundred eighty (480) hour limit the Bargaining Unit Member will either be paid at the appropriate rate for the additional hours of time worked or may use some compensatory time in order to bring the compensatory time accumulated below the four hundred eighty (480) hour limit provided by Federal Law.
- (C) Upon termination of employment, a Bargaining Unit Member shall be paid for his compensatory time at the average regular rate received by such Bargaining Unit Member during the last three (3) years of the Bargaining Unit Member's employment, or the final regular rate received by such Bargaining Unit Member, whichever is higher. Such payments shall be made in two (2) equal installments thirty (30)-days and one hundred eighty (180) days following the Bargaining Unit Member's termination.
- (D) All employees may elect to be paid, at the appropriate rate, for unused accumulated time, at any time.
- (E) Compensatory Time earned by an employee shall be utilized in accordance with applicable federal and state laws.
- (F) Compensatory Time will be administered by the City consistent with the Federal Fair Labor Standards Act and other applicable laws.

ARTICLE 21.F. TIME OFF LIMITATIONS

Section 1. Definition, Amounts & Limitations:

- (A) The City and Union agree that there be a limit of two (2) suppression employees allowed off per platoon for any combination of the following: Vacation, Union Time, and Personal Leave.
- (B) Bargaining Unit employees shall schedule personal leave, accumulated time, vacation and Union Time in a minimum of four (4) hours with the advance approval of the employee's immediate supervisor.
- (C) Sick leave, other than emergencies, shall be charged a minimum of four (4) hours per event or occurrence.
- (D) Accumulated time will be administered consistent with the Fair Labor Standards Act and other applicable laws.

ARTICLE 22.A. BEREAVEMENT LEAVE

Section 1. Definition, Amounts & Limitations:

- (A) An employee may be off work with pay up to a maximum of two (2) tours for the death of a member of the employee's immediate family charged against accumulated sick leave.

Section 2. Immediate Family:

- (A) Immediate family for Bereavement leave shall be defined as follows:

- | | | | |
|------------|-------------------|--------------------|----------------------|
| (1) Mother | (6) Father-in-law | (11) Sister | (16) Son-in-law |
| (2) Father | (7) Children | (12) Step Children | (17) Daughter-in-law |

- (3) Husband
- (4) Wife
- (5) Mother-in-law
- (21) Minor Children, in the employee's household, for whom the employee is Legal Guardian.
- (8) Grandparents
- (9) Grandchildren
- (10) Brother
- (13) Brother-in-law
- (14) Sister-in-law
- (15) Foster Children
- (18) Spousal Grandparents
- (19) Step Parents
- (20) Significant Other

For purposes of this section Significant Other shall be defined as an individual with whom the employee has a relationship within a shared household where both parties list the household as their legal residence.

Section 3. Extended Family:

- (A) An employee may be off duty with pay up to a maximum of one (1) tour charged against accumulated sick leave in the event of death of the employee's Aunt or Uncle and such leave is to be taken on the day of the funeral.

Section 4. Additional Leave:

- (A) The Fire Chief or Safety Service Director may authorize additional sick leave which shall not be unreasonably withheld for an out of state funeral or if special circumstances, such as the need to take care of the business affairs of the deceased, necessitates additional time off.

ARTICLE 23.A. LEGAL FEES

Section 1. Reimbursement, Coverage & Settlement:

- (A) Captains, Lieutenants, Fire Fighters, and Fire Prevention Officer set forth in this Agreement shall be reimbursed for legal fees arising from any civil law suits filed against employee(s) while in the performance of his or her duties.
- (B) Section (A) of this article applies only in the event that said employee(s) is not covered by City provided liability insurance. The City will continue to provide liability insurance to cover the City's Fire Fighters and to provide a legal defense.
- (C) If coverage falls under the City's liability insurance policy and the insurance Company or City Council decides to settle a claim, the City has no responsibility to pay any additional legal fees if the Insurance Company's settlement is not acceptable by an employee.

ARTICLE 23.B. REIMBURSEMENT OF DAMAGES

Section 1. Personal Items, Limits & Subrogation:

- (A) While in the performance of his or her duties a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer should suffer damage to his or her eyeglasses, wristwatch, dentures, or similar type items, **as well as uniforms or clothing**, a proof of loss form shall be filed with the Safety Service Director and damaged item to be given to the Chief when possible. Upon approval said employee shall be reimbursed for damages not to exceed **five hundred (\$500.00) dollars** per item damaged.
- (B) The City shall be entitled to the right of subrogation.

ARTICLE 23.C. PROTECTION OF PROPERTY AND SECURITY

Section 1. Lockers Assignment & Access:

- (A) Each Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer shall be assigned a personal clothes locker and food locker which shall be his or her sole responsibility to clean. No other employee of the City of Alliance shall be permitted access to such lockers.
- (B) Upon written statement of cause and notification to the employee and Union President (or his designee), The City shall be permitted access for inspection.

ARTICLE 24.A. HEALTH INSURANCE BENEFITS

Section 1. Health Care Plan:

- A) The City shall maintain a health insurance package as close to the current insurance package as practical for Bargaining Unit members and their families until **June 30, 2015**. The City retains the right to change the carrier or network but not reduce the benefit levels during the term of this Agreement. The terms of the insuring plan are controlling.
- B) The City shall maintain, and pay the full premium for the current Guardian Dental Insurance package for Bargaining Unit members and their families. The City retains the right to change the carrier or network, but not to reduce benefit levels during the term of this Agreement. Current benefit levels are outlined in Exhibit A attached to this Agreement.

Section 2. Other Insurance:

The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$25,000.00 at the Employer's cost for the duration of this Agreement.

Section 3. Health Club Benefit:

Bargaining Unit members shall receive the cost of a Health Club Membership (not to exceed the Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least fifty-two (52) times per year. If the Bargaining Unit member does not meet the minimum requirement, the member shall lose the benefit for the remainder of this Agreement.

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Section 4. Major Medical/Hospitalization/Prescription:

The Employer will provide a comprehensive Major Medical/Prescription plan that includes the following covered changes. Subject to Section 1(A) above, the Employer shall continue coverages at these benefit levels until June 30, 2015. The coverage(s) shall have non-integrated deductibles, NETWORK and NON-NETWORK.

MAJOR MEDICAL/HOSPITALIZATION/PRESCRIPTION COVERAGES		
AULTCARE or A NETWORK WITH EQUIVALENT COVERAGE		
ITEM	NETWORK	NON-NETWORK
Deductibles	Individual \$300 Family \$600	Individual \$600 Family \$1200
Maximum Out-of-Pocket Coinsurance Amount per Calendar year	Individual \$600 Family \$1200	Individual \$1200 Family \$2400
Hospital Expense	90%	70% of R&C
Outpatient Services	90%	70% of R&C
Physician Services (e.g. Office Visits)	\$20 Co-Pay	70% After Deductible

The deductibles above are non-integrated with Network and Non-Network Benefits.

Prescription Drugs	RETAIL 30 Day Supply	MAIL ORDER 90 day supply
Generic	Co-Pay = \$10	Co-Pay = \$27
Preferred Brand or Formulary	Co-Pay = \$20	Co-Pay = \$48
Non-Preferred Brand or Non- Formulary	Co-Pay = \$30	Co-Pay = \$75

Section 5. Fully Insured Coverage Levels City-Wide:

If the employer can obtain, during the course of this Agreement, by bid process, coverage levels in excess of those listed above at a more cost effective level City-Wide the Employer will have the option to purchase said insurance package. The Employer would then apply said coverage City Wide. The option to accept and/or reject any competitive bid(s) in regard to Health Insurance remains a retained Management Right of the City of Alliance.

Section 6. Term of Coverage

The parties agree that the coverage listed in Sections 1 through 5 preceding shall remain in effect until June 30, 2015.

Section 7. Employee Contribution

Bargaining Unit employees shall contribute per pay period, via payroll deduction, the following amounts for the coverage listed:

Family Coverage	\$40.00 effective July 1, 2012
Employee plus one	\$35.00 effective July 1, 2012
Single Coverage	\$30.00 effective July 1, 2012

“Employee plus one” means Employee/Spouse or Employee/Dependent coverage. The Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

Section 8. Spousal Coverage

- A) If an employee's spouse is eligible for insurance coverage under a retirement system's plan or is eligible for coverage through his or her Employer's medical, dental or other insurance plan, based upon the employee's spouse working an average of twenty-five (25) or more hours per week as per HIPPA Standards and the employee's spouse is not required to contribute fifty-one percent (51%) or more of the single employee insurance premium, then primary coverage must be carried with the primary Employer of each spouse to be eligible for medical coverage under the City of Alliance's health care plan. Eligible dependents for which the City of Alliance has a formal, legal responsibility for the primary medical insurance coverage will continue to be eligible under the City of Alliance medical plan.
- B) The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse and other dependents. The Employer reserves the right to verify this information at any time.
- C) Under this provision, the Employer reserves the right to pay spousal and covered dependent medical claims as a secondary payer, but not as the primary payer based on items A and B above
- D) Implementation is required at the spouse's next earliest open enrollment period.
- E) It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

ARTICLE 25.A. DRUG TESTING

Section 1. Drug Screening:

- (A) Drug screening or testing shall be conducted upon reasonable suspicion. Reasonable suspicion means a conclusion based on personal observation of specific objective instances of conduct that a bargaining unit member is exhibiting aberrant or unusual on-duty behavior which is the type of behavior which is recognized and accepted as a symptom of intoxication or impairment caused by controlled substances and is not reasonably explained as a result of other causes such as fatigue, side effects to prescriptions or over-the-counter medication, reaction to fumes, smoke, or other job-related causes or factors. Drug

screening or testing shall be conducted solely for administrative purposes and the results of testing shall not be used in any criminal proceedings.

(B) All drug screening tests shall be conducted by medical laboratories licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The procedures utilized by the testing lab shall correspond to accepted medical practice. Any positive drug screening result shall be confirmed by a mass spectrophotometry procedure (GS-MS), or any approved subsequent state-of-the-art confirmatory test. If a drug screening test is negative, the member shall be returned to regular duty on the member's next regularly scheduled shift. If the screening is positive, the member shall be ordered to undergo a confirmatory test that shall be administered by a medical laboratory licensed by the State of Ohio and accredited by the College of American Pathologists or other mutually agreed upon entity. The member may have a second confirmatory test of the split sample done at a lab of his/her choosing, at his/her expense. This test shall be given the same evidentiary weight as the previous test, provided a neutral chain of custody remains unbroken.

(C) If both the screening and the confirmatory tests are positive, the member may choose or the City may require the member to participate in a rehabilitation or detoxification program which will be covered by the member's health insurance program. A member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, and/or comp time in order to receive pay during the program. If no such leave credits are available, the member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program.

If the member refuses to undergo rehabilitation or detoxification, or if he/she fails to complete a program of rehabilitation or detoxification, or if he/she tests positive at any time within one (1) year after his/her return to work upon completion of the program of rehabilitation or detoxification, the member shall be subject to disciplinary action up to and including termination. The member reserves all rights under the collective bargaining agreement to contest such discipline and/or termination. Except as otherwise provided herein, cost of all drug screening tests and confirmatory tests shall be borne by the City.

(D) Upon completion of a rehabilitation or detoxification program and re-test that demonstrates that the member is no longer using illegal drugs or abusing controlled substances, the member shall return to his/her position. The member may be subject to random testing upon his/her return to his/her position for a period of one (1) year from the date of his/her return. Any employee in the above referenced rehabilitation or detoxification programs will not lose any seniority or benefits during that program. Further, should it be necessary that the member be required to take a medical leave of absence without pay in order to participate and complete the rehabilitation and/or detoxification programs, the member will also not lose any seniority or benefits during that period of time.

(E) For the purpose of implementing the provisions of this Article, each member shall execute a medical release for the City to obtain the results of the drug screening tests provided for in this Article. The release referred in this section shall authorize only the release of screening results and progress reports pertaining to drug screening test results. No other medical finding may be released without the express prior written permission of the member.

(F) If any member is indicted for suspected drug use or abuse, and is not disciplined or discharged by the City, the member shall be placed on an administrative leave of absence with pay until resolution of the court proceeding. A member found guilty by a court of competent jurisdiction shall be subject to disciplinary action up to and including termination. The employee reserves all rights under the collective bargaining agreement to contest any discipline and/or termination imposed. If the member is found innocent of the charges, or should the charges be dropped or dismissed, the member shall be immediately returned to duty. The City shall pay the member's health insurance premiums during the entire such administrative leave of absence with pay.

ARTICLE 26.A. SEPARABILITY

Section 1. Compliance with Law:

(A) This Agreement is subject to the laws of the State of Ohio, with respect to the powers, rights, duties and obligation of the City, the Union, and the employees in the Bargaining Unit; and in the event that any provisions of the Agreement shall at any time be held to be the contrary to the law by a Court of competent jurisdiction from whose final judgment or decree no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

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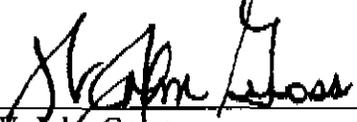
ARTICLE 27.A. DURATION AND EXECUTION

Section 1. Contract Term

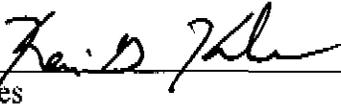
(A) The term of this Agreement shall be **July 1, 2012 through June 30, 2015.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 30th day of August, 2013.

FOR THE CITY OF ALLIANCE
STARK COUNTY, OHIO

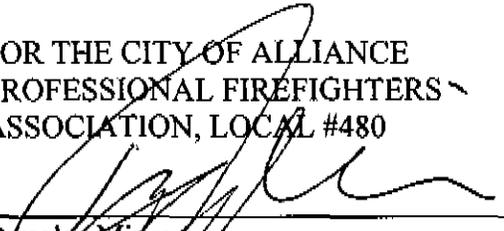


John Gross
Director of Public Safety and Service

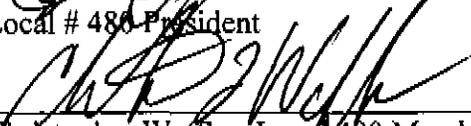


Kevin Knowles
Auditor

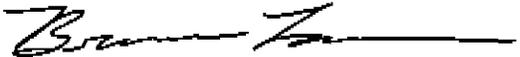
FOR THE CITY OF ALLIANCE
PROFESSIONAL FIREFIGHTERS
ASSOCIATION, LOCAL #480



Douglas Miner,
Local # 480 President



Christopher Waffler, Local 480 Member



Brian Lamm, Vice President, Local # 480

Jeremy Rhome, Local 480 Member

EXHIBIT "A" - CITY OF ALLIANCE DENTAL PLAN

ITEM	CURRENT COVERAGES(S)
YEARLY MAXIMUM	\$1,000 PER PERSON
ANNUAL DEDUCTIBLE	\$50 SINGLE \$150 FAMILY
PREVENTIVE SERVICES	100%
BASIC SERVICES	80% AFTER DEDUCTIBLE
MAJOR SERVICES	50% AFTER DEDUCTIBLE
ORTHODONTIA SERVICES (STRAIGHTENING OF TEETH)	COVERS DEPENDENT CHILDREN UNDER AGE 18 COINSURANCE 50% to a LIFETIME MAX. of \$1,000
WAITING PERIOD	NONE

PREVENTIVE SERVICES 100%

1. EMERGENCY TREATMENT
2. ORAL EXAMINATIONS
3. BITE WING X-RAYS
4. TEETH CLEANINGS (ONE TIME EVERY 6 MONTHS)
5. FLOURIDE TREATMENTS FOR CHILDREN UNDER AGE 14
6. TOPICAL SEALANT and SPACE MAINTAINERS for CHILDREN UNDER AGE 16

BASIC SERVICES 80%

1. FILLINGS – AMLAGAM, SILICATE and ACRYLIC
2. PERIODONTIC SERVICES
3. ENDODONTICS (ROOT CANAL)
4. ORAL SURGERY

MAJOR SERVICES 50%

1. GOLD/PORCELAIN FILLINGS
2. CROWNS
3. INSTALLATION of BRIDGEWORK and CROWNS