



12-MED-08-0756
1959-05
K29806
01/27/2014

**CONTRACTUAL AGREEMENT
BETWEEN**

THE CITY OF RAVENNA

AND

**THE INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS
LOCAL 1340, AFL-CIO**

JANUARY 1, 2013

THROUGH

DECEMBER 31, 2015

ARTICLE	DESCRIPTION	PAGE
1	Preamble	1
2	Recognition	1
3	Agreement	1
4	Management Responsibilities	1
5	Discrimination	1
6	Payroll Deduction of Dues and Fair Share	2
7	Union Representative Business	3
8	Joint Occupational Safety and Health Program	4
9	Management Rights	5
10	No Strike and No Lockout	6
11	Total Agreement	6
12	Gender and Plural	6
13	Headings	7
14	Duration	7
15	Sick Leave	7
16	Sick Leave Conversion	8
17	Grievance Procedure	9
18	Arbitration Procedure	11
19	Personal Leave Hours	12
20	Salary Schedule	13
21	Bereavement Leave	13

22	Holiday Leave	14
23	Rules Regulations and Work Rules	15
24	Vacation	15
25	Hours and Schedule	16
26	Seniority and Layoffs	17
27	Time and Replacement	18
28	Disciplinary Action	18
29	Personnel Files	19
30	Education	20
31	Training and Meetings	21
32	Injury Leave	21
33	Longevity	24
34	Uniform Allowance and Maintenance	24
35	Medical Insurance	26
36	Overtime and Call-in Pay	27
37	Family Medical Leave Act	29
38	Filling of Positions	30
39	Communicable Diseases	30
40	Policies and Procedures for a Drug Free Workplace	31
41	Residency	33
42	Successor Agreement	33
43	Execution	34

ARTICLE 1: PREAMBLE

1.01 This agreement is entered into by and between the City of Ravenna, Ohio hereinafter referred to as the "Employer" and the Ravenna Firefighters Association, Local 1340, International Association of Firefighters hereinafter referred to as the "Union". It is the purpose of the agreement to achieve and maintain harmonious relations between the Employer and the Union, to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, fringe benefits, working conditions, and conditions of employment.

ARTICLE 2: RECOGNITION

2.01 The Employer hereby recognizes the Union as the exclusive Bargaining Agent for the members of the bargaining unit. The bargaining unit shall be defined to include all regular Firefighters, Lieutenants and Captains.

ARTICLE 3: AGREEMENT

3.01 Should any part of this agreement or any provision contained herein, or the application of such provision, be found or declared to be invalid by any Court action or by any reason of any existing or subsequently enacted legislation. The remaining parts, portions, and provisions of this Agreement shall remain in full force and effect and the parties shall meet within thirty (30) days thereafter in order to discuss possible modifications of the invalidated provision.

3.02 This agreement sets forth the terms and provisions relative to wages, hours, terms and conditions of employment within the scope of collective bargaining or concerning which parties intend to bargain or contract during the life of this agreement. Neither party shall have a duty to bargain on any subject during the terms of this agreement except by mutual consent of both parties.

ARTICLE 4: MANAGEMENT RESPONSIBILITIES

4.01 Nothing in this agreement shall be construed as delegating to others the authority Conferred by law on any City Official, or in any way abridging or reducing such authority, but this agreement shall be construed as requiring said City Officials to follow the procedures and policies herein prescribed, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

ARTICLE 5: DISCRIMINATION

5.01 The Employer agrees not to discriminate against any member of the bargaining unit for his or her activity on behalf of, or membership in the Union. The Employer and the Union agree that there shall be no discrimination against any member of the bargaining unit because of race, color, creed, religion, sex, national origin or handicap disability.

5.02 Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Opportunity Commission or under the Ohio Civil Rights Commission and which does not impact on the balance of the agreement, a grievance which results from the alleged violation shall be deferred pending action by either of the aforementioned regulatory bodies. The Employer, the employee and his representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

ARTICLE 6: PAYROLL DEDUCTION of UNION DUES and FAIR SHARE

6.01 **MONTHLY DEDUCTIONS:** The Employer agrees to deduct once each month dues and assessments in the amount certified to be current by the Treasurer of the Union. From the pay of those members of the bargaining unit who sign and authorize for the payroll deduction. The total amount of deduction shall be remitted each month by the Employer to the Treasurer of the Union.

6.02 **INDEMNIFICATION of CITY:** The Union shall hold the Employer harmless from any dues deductions made in accordance with this agreement.

6.03 **FAIR SHARE:** Upon the Union establishing that eighty (80%) percent of the employees within the bargaining unit are members of the Union and such proof shall be by signed Union authorization cards, the Employer will recognize that all members of the bargaining unit whether members of the Union in good standing or not shall pay a "fair share" fee to the Union.

The "fair share" fee shall be certified to the City by the Treasurer of the Union. The deduction of the "fair share" fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of "fair share" fees shall be made in accordance with the procedure for regular dues deductions as provided herein.

POLITICAL CONTRIBUTIONS: If any 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, he may seek a rebate of this portion of his "fair share" fee by making a request to the Union within thirty (30) days of his "fair share" fee payment. Once such a rebate is requested and granted, it shall be made monthly until the Union member withdraws his request for this rebate.

RELIGIOUS CONTRIBUTIONS: Any Unit member who is also a member of, and adheres to, established and traditional tenets and teachings of a bona fide religion or religious body which has historically held conscientious objections to joining, or financially supporting an employee organization, and which is exempt from taxation under the provisions of the Internal Revenue Code, shall not be required to join or to support financially any employee organization as a condition of employment. The unit member shall submit proper proof of religious convictions 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)(3) of the Internal Revenue Code mutually agreed upon by the employee and a representative of the employee Organization to which the employee should otherwise be required to pay "fair share" fee. The employee shall furnish to the 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 nonpayment of dues under the applicable collective bargaining agreement.

This Article 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.

6.04 INDEMNIFICATION of EMPLOYER: It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union, the parties agree and understand that if an employee(s) files an action against the City and/or Union regarding only of the deductions made under this Article, that deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the cost of the action, and the costs assessed and owed to the employee(s) in pursuit of the action.

ARTICLE 7: UNION REPRESENTATIVE BUSINESS

7.01 STEWARDS / REPRESENTATIVES IDENTIFIED: The Union agrees to certify in writing to the Mayor the names of its members authorized to officially represent the Union membership.

7.02 BULLETIN BOARD: The Union shall provide and shall maintain a bulletin board that shall be used exclusively for Union business and information. Such use of the bulletin board shall not be used in a derogatory or inflammatory nature toward any individual or entity.

7.03 NEGOTIATING TEAM: All members of the "negotiating team" shall be allowed time off for all meetings provided those members have their time covered without any additional expense to the Employer. The meetings shall be mutually set by the Employer and the Union, and shall not interfere with the operations of the Department.

7.04 UNION PREPARATION: Members of the bargaining unit may be permitted to participate in the preparation of Union related business which can be conducted during personal down time and/or non-dedicated working hours during the course of a regular

“tour of duty” as long as this action will not cause an interruption of the expected duties by the Employer of the bargaining unit member(s). Union related business shall mean to include the preparation of grievances, negotiations, fact finding, arbitration, fund raising benefits, normal and/or special called union body meetings, any form of meeting with management of the Fire Department and/or the City of Ravenna, and any other item which requires preparation that is mutually agreed upon by the members of Local 1340 and the Fire Chief.

ARTICLE 8: JOINT OCCUPATIONAL SAFETY and HEALTH PROGRAM

8.01 It is the desire of the Employer and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate, as much as possible, accidents, injuries, illness, and death in the fire service. The Union will cooperate with the City in encouraging members of the bargaining unit to observe all safety rules and practices necessary to maintain a safe and healthful work place and environment.

8.02 The Employer and Union shall make every reasonable effort to comply with applicable federal, state, or local safety and health laws, rules, and regulations.

8.03 The City shall maintain all of its fire equipment in safe reliable working order. There shall be established in the Fire Department a defect reporting system which shall require action be taken on a defect within a thirty (30) day period from time of notice. Should the defect not be corrected within thirty (30) days from the time of notice, then it shall be referred to the Grievance Procedure herein provided.

8.04 The Employer and the Union shall each appoint three (3) members to an Occupational Safety and Health Committee which will meet, when necessary to discuss safety and health conditions. A list shall be generated which consists of the names of all the current members of this committee. The list shall be updated as needed to maintain an appropriate working relationship among all parties involved. A copy of the list shall be provided to the Mayor/Safety Director, the Fire Chief, and the Executive Committee of the bargaining unit. The Occupational Safety and Health Committee shall meet, at a minimum, bi-annually to discuss any issues, and to maintain good working communications. The first meeting shall be prior to February 15 and the second meeting shall be by September 15 of each calendar year. The Occupational Safety and Health Committee members shall not be restricted from any inspection or investigation of safety or health problems in the Fire Department.

8.05 The committee shall make recommendations for the correction of unsafe or harmful work conditions. All recommendations shall include a target date for abatement of hazardous conditions. All recommendations shall be in writing and submitted to the Mayor/Safety Director. Exception shall be when the situation is an immediate life or health hazard and the committee shall notify the Mayor/Safety Director without delay. The condition shall then be resolved as immediately as possible.

ARTICLE 9: MANAGEMENT RIGHTS

9.01 Nothing in this agreement shall be construed as delegating to others the authority conferred by law upon any City Official or in any way abridging or reducing such authority, but this agreement shall be construed as requiring said City Officials to follow the procedures and policies herein prescribed to the extent they are applicable, in the exercise of the authority conferred upon them by law.

9.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or designated representatives.

9.03 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. Hire, discharge, transfer, suspend, and discipline employees;
2. Determine the number of persons to be employed, laid off or discharged;
3. Determine the qualifications of employees covered by this agreement;
4. Determine the starting and quitting time;
5. Make any and all rules and regulations;
6. Determine the work assignments within job descriptions of its employees;
7. Determine in accordance with Civil Service law the basis for selection, retention and promotion of employees to or for positions within the bargaining unit established by this agreement;
8. Determine the type of equipment used and the sequence work process;
9. Determine the making of technological alternations by revision either process or equipment, or both;
10. Determine work standards and the quality and quantity of work to be produced;
11. Select and locate buildings and other facilities;
12. Establish, expand, transfer, and/or consolidate facilities;
13. Consolidate, merge, or otherwise transfer any or all of its facilities, property, process or work with or to any other municipality or entity or effect or change in any respect of the legal status, management or responsibility of such property, facilities, processes, or work.

9.04 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 10: NO STRIKE and LOCKOUT

10.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly in any strike, slowdown, walkout, work-stoppage or other concerted interference with or the withholding of services from the Employer.

10.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all, employees that the strike, slowdown, work-stoppage, or other concerted interference with or the withholding services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

10.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article by the Union.

10.04 Employer agrees that it will not lock out employees nor will it do anything to provoke Interruptions or prevent continuity of performance by employees, insofar as such performance is required in normal and usual operation of services of the Fire Department.

ARTICLE 11: TOTAL AGREEMENT

11.01 This agreement represents the entire agreement between the Employer and the Union unless specifically and expressly set forth in the express written provisions of this agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer. No such modification or discontinuance shall be made, however, without notice to, and an opportunity for discussion with the Union.

ARTICLE 12: GENDER and PLURAL

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

ARTICLE 13: HEADINGS

13.01 It is understood and agreed that the use of headings before Articles or sections is for convenience only and that no heading shall be used in the interpretation of said Article or section nor effect any interpretation of said Article or section.

ARTICLE 14: DURATION

14.01 EFFECTIVE and EXPIRATION DATES: This agreement shall become effective January 1, 2013, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

ARTICLE 15: SICK LEAVE

15.01 USE of SICK LEAVE: Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury or disability of an employee or a member of the employee's immediate family; 2) death of a member of the employee's immediate family; 3) medical, dental, or optical examination or treatment of any employee or a member of the immediate family; 4) exposure to a contagious disease which would jeopardize the health of the employee or coworkers; 5) pregnancy and/or childbirth and related conditions of employee or wife.

15.02 SICK LEAVE ACCRUAL: All employees shall earn sick leave at the rate of six and forty-six hundredths (6.46) hours per active pay period and may accumulate such sick leave to an unlimited amount. Over a one (1) year period of approximately 2,704 work hours this will equal one hundred sixty-eight (168) sick leave hours.

15.03 NOTIFICATION of USE: An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his "tour of duty" each day he is to be absent.

15.04 SEGMENTS FOR USE: The chargeable value for the use of Sick Leave shall be as follows: all bargaining unit members shall be charged equally hour for hour for the Sick Leave utilized. Sick Leave usage shall be based upon a minimum of full one (1) hour increments for ease of tracking and calculation.

15.05 PROOF of ILLNESS: Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In the event an employee is absent for more than twenty four (24) hours, the employee must supply a physician's report to be eligible for paid sick leave.

15.06 DENIAL of REQUEST: If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head, at his sole discretion, finds

there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence. Such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay.

15.07 DISCIPLINE for ABUSE: Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

15.08 EXAMINATION PRIOR to RETURN: The Mayor/Safety Director or the 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 by a qualified medical practitioner designated and paid by the Employer, or to accept the employee's current care physician who has established that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

15.09 PHYSICAL EXAMINATION: The Mayor/Safety Director or the Chief may require an employee to be examined by a qualified medical practitioner designated and paid for by the Employer to establish that the employee is capable of performing his duties and/or that his performance will not jeopardize the health and safety of other employees. Examinations may be ordered under two (2) circumstances:

1. The employee has been absent due to personal illness or injury and the examination is prior to and as a condition of his returning to duty.
2. The examination is required by the Chief and Mayor/Safety Director because of inability to perform duties.

15.10 IMMEDIATE FAMILY DEFINED: The use of sick leave due to illness or injury in the immediate family shall be where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member. "Immediate family" shall be defined to include the employee's spouse, children, parents, brother, sister, grandparent, grandchild, or legal guardian, mother-, father-, sister-, brother-, daughter-, son-in-law, and spouse's grandparents.

ARTICLE 16: SICK LEAVE CONVERSION

16.01 CONVERSION UPON RETIREMENT: An employee of the City of Ravenna who retires under the police and Fireman's pension and Disability Fund (PFDPF) with ten (10) or more years of continuous service with the City of Ravenna or retires under the PFDPF system with a disability pension and has two (2) or more years continuous service with the City of Ravenna, will, upon application be paid a one (1) time sick leave conversion bonus. This sick leave conversion will be calculated upon the employee's accrued but unused sick leave, i.e., the sick leave accumulated by the employee and not used during a period of disability. The sick leave conversion shall not be less than fifty (50%) percent the value of the employee's accrued but unused sick leave to a maximum of nine hundred sixty (960) hours. Payment shall be based on the rate of pay calculated by dividing the employee's base annual rate as specified in Article 20 of this agreement divided by 2080.

16.02 APPLICATION: The application for conversion payment must be in writing and signed by the employee at the time of retirement. The conversion will be distributed to the employee no later than thirty (30) days after the employee's retirement date.

16.03 SINGLE CONVERSION: An employee is only entitled to one (1) retirement conversion of sick leave bonus as an employee of the City.

16.04 PAYMENT to ESTATE of DECEASED EMPLOYEE: In the event a permanent fulltime employee of the Fire Department dies, his estate shall be entitled to be paid such unused accrued sick leave credit up to the maximum provided in this Article payable to the employee's estate.

16.05 ANNUAL CONVERSION: Members of the bargaining unit shall have the option of selling back to the City at a rate of 2 to 1 a maximum of one hundred sixty-eight (168) hours sick leave for eighty-four (84) hours pay providing the employee maintains, after the conversion, a balance of one thousand (1000) hours sick leave. Employees shall notify the Chief, in writing by November 15 each year, if he desires to convert (sell back) sick leave. The sick leave shall be converted at the employee's rate of pay on November 15 of the year converted.

ARTICLE 17: GRIEVANCE PROCEDURE

17.01 PURPOSE: Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and, shall have the right to be represented by a Union representative at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, lawsuits or other form of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by this grievance procedure.

17.02 DEFINITIONS: For the purpose of this procedure, the below listed terms are defined as follows:

- a) **GRIEVANCE**: A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- b) **AGGRIEVED PARTY**: The "aggrieved party" shall be defined as group of employees within the bargaining unit actually filing the grievance.
- c) **PARTY in INTEREST**: A "party in interest" shall be defined as only an employee of the Employer named in the grievance who is not the aggrieved party.
- d) **DAY**: A "day" as used in this procedure shall mean calendar days excluding Saturdays, Sundays, or holidays as provided for in this Agreement.

17.03 PROCEDURE: The following procedures shall apply to the administration of all grievances filed under this procedure:

- a) All grievances shall include: the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a department-wide controversy it may be submitted at Step 3.
- d) The preparation and processing of grievances may be conducted during personal down time and/or non-dedicated working hours during the course of a regular "tour of duty" as long as this will not cause an interruption of the expected duties of the bargaining unit member(s).
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respect, be final, said adjustments shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limits, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- g) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- h) If the Chief is not available, the grievance may be presented to Step 3.

17.04 STEPS: All grievances shall be administered in accordance with the following steps of the grievance procedure:

STEP 1: An employee who believes he may have a grievance shall notify his immediate supervisor, in writing, of the possible grievance within five (5) days of the knowledge of the occurrence with the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his representative if the representative's presence is requested by the employee within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's Steward, if his presence is requested by the employee, will discuss the issue in dispute with the objective of resolving

the matter informally. If the employee's supervisor is the Chief, the grievance shall commence at Step 2, subject to the time limits for initially filing a grievance in this step.

STEP 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the Chief of the Fire Department within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1 whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the employee an answer. The Chief shall give his answer within five (5) days of the meeting.

STEP 3: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor/Safety Director within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor/Safety Director or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor/Safety Director or his designee shall issue a written decision to the employee's representative, with a copy to the employee if the employee requests, within ten (10) days from the date of the hearing.

ARTICLE 18: ARBITRATION PROCEDURE

18.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) days period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If agreement cannot be reached, then the panel members names will be stricken alternately until one (1) name remains who shall be designated the arbitrator to hear the grievance in question. The parties may mutually agree to select an arbitrator not on the list of permanent arbitrators.

18.02 The arbitrator shall have no power or authority to add to, subtract from or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

18.03 The arbitrator shall not decide more than one (1) grievance on the same hearing date or series of hearing days except by mutual written agreement of the parties.

18.04 The hearing or hearings shall be conducted pursuant to the rules of Voluntary Arbitration of the American Arbitration Association.

18.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any,

will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expense incurred by the other party.

18.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties

18.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure. Those individuals placed on this panel, subject to their agreement to serve, shall be: 1) Dr. Nels Nelson; 2) Dr. Harry Graham; 3) Rob G. Stein; 4) Susan Ruben Grady; 5) Margaret Nancy Johnson. In the event none of the named arbitrators are available, the parties agree to select an arbitrator from a list requested from the American Arbitration Association.

18.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liabilities that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration procedures contain herein.

ARTICLE 19: PERSONAL LEAVE DAYS

19.01 PERSONAL LEAVE DAYS: Full-time, permanent employees will be granted two (2) twenty-four (24) hour shifts (2 full "tours of duty") of personal leave per year. Personal Leave Days allows the employee a flexible means to take care of last minute / short notice situations that can occur which may require the employee's full attention to manage. Personnel may exercise the use of Personal Leave Days on short notice, at a minimum of thirty (30) minutes notice prior to their normal regular "tour of duty" for a personal crisis, or when adequate staffing allows for the employee to utilize this means of time off from their regular "tour of duty". Personal Leave Days must be scheduled during the calendar year or forfeited.

19.02 PERSONAL LEAVE for PROBATIONARY PERIOD EMPLOYEES: Probationary Firefighters shall not be entitled to Personal Leave Days until they have completed six (6) months service at which time they will be entitled to twenty four (24) hours of Personal Leave.

19.03 PERSONAL LEAVE with VACATION: Employees may schedule Personal Leave Days in conjunction with vacation upon the approval of the Chief.

19.04 CANCELLATION / RESCHEDULING of PERSONAL LEAVE DAYS: Employees who have previously scheduled Personal Leave Day canceled and are unable to reschedule during the current calendar year shall be able to carry over the unused Personal Leave Days to the next calendar year. Any Personal Leave Days carried over must be rescheduled in the first two (2) months of the new calendar year.

ARTICLE 20: SALARY SCHEDULE

20.01 SALARY SCHEDULE: Bargaining unit members shall fall into one of four (4) categories: Firefighter Paramedic, Firefighter Non-Paramedic, Captains, or Lieutenants. All employees shall Receive salaries and appropriate overtime work payment according to the salary schedule which is in the "Salary schedule appendix" of this Agreement. When the bargaining unit member has a reduction of EMT certification level, or receives a demotion from Shift Officer rank position, the bargaining unit member will have their pay adjusted accordingly to their new and appropriate level of the salary schedule.

20.02 CERTIFICATION / LICENSE SUPPLEMENT: Bargaining unit members shall receive one (1) supplement, either paramedic or non-paramedic, in the amount below. It is agreed that the loss of a supplement shall not be grievable.

<u>Category</u>	<u>Annual Supplement Payment</u>
Paramedic	\$650.00
Non-Paramedic	\$400.00

The supplement will be paid in a lump sum in a separate check or about December 1 each calendar Year and not included in the base rate of pay of employees. The payment shall be subject to all normal deductions. The parties agree that this supplement is for services outside the scope of the employee's Regular employment and is not salary for purpose of paying contributions to the Police and Fire Pension Fund.

ARTICLE 21: BEREAVEMENT LEAVE

21.01 BEREAVEMENT LEAVE FOR FAMILY: An employee who is absent from work because of the death of a parent, step-parent, spouse, child, step-child, grandchild, brother/sister, step-brother/step-sister, brother/sister-in-law, grandparents or spouse's grandparents, legal guardian, mother/father-in-law, daughter/son-in-law, aunt, uncle, niece and nephew will be entitled to one (1) Bereavement day which shall be one (1) (24 hour) "tour of duty".

21.02 ADDITIONAL TIME: The employee may utilize "personal leave", Article 19, Section 19.01 in conjunction with the Bereavement day for time off to settle any needs caused by this event. In the event the employee needs more time, he shall be allowed to use accumulated sick leave and/or "personal leave" not to exceed two (2) tours of duty. Request must be approved by the chief.

21.03 FUNERAL DURING VACATION: In the event an employee is on vacation and it becomes necessary for him to attend the funeral of a relative mentioned in Section 21.01 above, his Vacation schedule may be extended by the number of days he is eligible for under such provision provided he notifies the Chief of the Fire Department promptly. Any day(s) of Bereavement or Sick Leave used for Bereavement shall be used instead of vacation if the days are used for previously scheduled Vacation Leave days.

ARTICLE 22: HOLIDAY LEAVE

22.01 HOLIDAYS: All full-time employees shall receive the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas.

22.02 HOLIDAY LEAVE: Employees of the Fire Department shall be granted two (2) twenty-four (24) and eight (8) twelve (12) hours off for "Holiday Leave" for each holiday outlined in Article 22, Section 22.01.

22.03 SCHEDULING HOLIDAYS: Bargaining unit members shall submit their holiday request to the on duty shift officer (O.I.C.) for approval. The shift officer (O.I.C.) shall make all necessary notifications to the Fire Chief. In the event that the shift officer (O.I.C.) is not available to approve the request, the employee may go directly to the Fire Chief for the necessary approval. Holidays must be scheduled at least seven (7) days in advance, unless waived by the Chief. A scheduled holiday must be cancelled by the employee at least one (1) (24 hour) day prior to the date scheduled.

22.04 USE DURING CALENDAR YEAR: Employees shall be required to take the holiday time during the year in which it is accumulated and not to be able to carry time over into the next year.

22.05 CANCELLATION or CHANGE of HOLIDAY: The City will make reasonable effort to notify an employee in person or by phone or other reasonable means of communication at least one (1) (24 hour) day in advance of a scheduled holiday if his scheduled holiday is to be changed or canceled due to illness, injury, or emergency leave of absence of another employee. At the time of notification the employee has the option to schedule another day off. If the employee is unable to reschedule the holiday during the current calendar year the employee shall be permitted to carry that holiday over to the following calendar year. If the cancellation is less than one (1) (24 hour) day prior to the scheduled holiday then the employee whose holiday is cancelled may either reschedule the holiday according to this procedure or the employee may elect at the time of notification to receive payment for the Holiday Leave at their regular rate of pay. The election to receive pay must be made at the time of notification.

Cancellation of holidays due to emergency situations shall not be subject to the same one (1) day notification of this Article.

22.06 ADDITIONAL PAY on CERTAIN HOLIDAYS: Those employees who actually work on the following holidays shall be paid at the regular overtime rate for those hours actually worked on the calendar day (date of actual holiday 12:01 am to 12:00 midnight) of the holiday. This provision applies only to the following holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Christmas Day

To be eligible for the overtime rate for the above-named holidays, the employee must have worked the preceding and successive regularly scheduled tours of duty unless specifically excused by the Fire Chief or Mayor/Safety Director, or if the employee is on an authorized leave on the previous or subsequent work day to the holiday.

22.07 MEAL LEAVE on HOLIDAYS: Those employees working Easter, Thanksgiving, and Christmas Day shall be granted one and one-half (1½) hours of Meal Leave. This shall not interfere with service to the City or incur additional cost to the Employer.

ARTICLE 23: RULES REGULATIONS and WORK RULES

23.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's Business. Whenever possible, such matters will be reduced to writing and made available to all employees. All such work rules, policies, procedures and directives and any amendments thereto shall be reasonable and made in good faith. No such work, rules, policy, procedure or directive, or any modification of any such work rule, policy, procedure or directive shall be made without prior notice to, and an opportunity for discussion with the Union. The Union may challenge the reasonableness of any such work rule, policy, procedure or directive through the Grievance Procedure in accordance with the provisions of Article 17.

23.02 The Union agrees that its members will comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance.

23.03 It is hereby mutually agreed that from time to time daily work rules may be discussed between the Union and the Fire Chief to insure a harmonious relationship, good working conditions and efficiency.

ARTICLE 24: VACATION

24.01 SERVICE: All regular full-time employees shall be granted the following Vacation Leave with full pay based on their length of service with the City, or service as a full-time paramedic or full-time firefighter with another political subdivision in the State of Ohio.

24.02 ACCRUAL RATE: Effective upon the execution of this Agreement, for employees working the three (3) platoon system, the accrual rate for Vacation Leave hours shall be obtained for each pay period worked by the bargaining unit member. The accrual rate for each pay period worked is based upon the number of "tours of duty off" earned, converted into an hourly value, divided by twenty-six (26) pay periods to equal the "accrual rate".

Years of Service	Tours of Duty Off	Yearly Hours	Accrual Hours per Pay
1-7	5	120 hrs.	4.62 hrs.
8-14	8	192 hrs.	7.38 hrs
15-20	10	240 hrs.	9.23 hrs
20 and greater	13	312 hrs.	12.00 hrs.

Vacation accruals shall be rounded to the next greater one-half (½) tour.

24.03 USE and CARRYOVER: Vacation Leave shall be taken prior to the next anniversary date of an employee. Vacation time that is accrued may be used. Two (2) weeks extra (120 hours) may be carried over and bank. Any hours over the (120 hours) following said employee anniversary date the Fire Chief may with approval of the Mayor/Safety Director, in special and meritorious cases allow carry-over of Vacation Leave to the following year, which if not used will be forfeited.

24.04 ELIGIBLE FOR LEAVE / DIVIDING VACATION LEAVE: An employee shall become eligible for Vacation Leave on his anniversary date and Vacation Leave will normally be taken by the employee within twelve (12) months thereafter. Employees are entitled to divide Vacation Leave only after they are entitled to three (3) weeks vacation credit per year. If the employee chooses to divide Vacation Leave, he must at the time Vacation Leave is scheduled specify his first choice and delegate the second choice after all other employees have made their first choices. Therefore, lesser preferences can be denied in favor of a first, or only choice by an employee with lesser seniority.

24.05 CONVERSION AT SEPARATION or DEATH: Employees who voluntarily separate or die in service shall have their Vacation Leave converted for all earned at a prorated share, but unused Vacation Leave. Payment of Vacation Leave for deceased employees shall be made to the employee's estate in accordance with Ohio law.

24.06 RESCHEDULE: Employees who have previously scheduled Vacation Leave which is canceled and are unable to reschedule during the current calendar year shall be able to carry over the unused Vacation Leave to the next calendar year. Any unused Vacation Leave carried over must be rescheduled in the following calendar year.

24.07 INCREMENTS for USE: Employees shall take Vacation Leave according to the established rules of the Department in blocks of twenty-four (24) hours for one (1) period of duty and according to those other established rules and regulations as established by the Chief. Employees may however, with approval of the Chief, take vacation in blocks of hours of at least four (4) or more hours. Employees may not take vacation in increments of less than four (4) hours.

ARTICLE 25: HOURS and SCHEDULE

25.01 TOUR DEFINED: A "tour of duty" is defined as a scheduled twenty-four (24) hour work shift on any scheduled workday ending at the same time the following day and falling every third day thereafter.

25.02 PLATOONS: Effective January 11, 2002, except those assigned to a forty (40) hour workweek, shall work an average workweek of fifty-two (52) hours 2,704 hours per year. Employees not working a three (3) platoon system as described, shall follow the forty (40) hour workweek at 2,080 hours per year. The "platoon" shall consist of a minimal staffing of four (4) bargaining unit members, one of which must be a certified

paramedic.

25.03 PERIOD of WORK: This Section will not apply to employees assigned to a forty (40) hour workweek period. All employees shall be scheduled to work a recurring forty-two (42) calendar day period of time in which employees shall work three hundred twelve (312) hours. Reduction of work hours in a cycle when an employee is scheduled to work three hundred thirty six (336) hours shall be given by establishing one (1) tour of duty off with no reduction in pay (Earned Day Off). The six (6) week E.D.O. period shall commence on January 11, 2002, which is re-occurring every six (6) weeks, or one (1) "tour of duty" off out of every fourteen (14) "tours of duty" within the forty-two (42) calendar day E.D.O. period.

25.04 EARN DAY OFF (E.D.O.): This is the Tour of Duty given off with pay to the employee working a fifty-two (52) hour workweek for reduction of work hours as stated in Section 25.03 above. E.D.O.'s shall be given off with pay, with no loss to any leave given, accrued, or otherwise due to the employee. The E.D.O.'s shall be picked by the employee. Vacation shall be scheduled after the E.D.O.'s are picked. If a conflict should arise with E.D.O.'s after being picked, employees may change their E.D.O. date, and if necessary with another employee to settle the conflict.

25.05 EXCHANGE of SHIFTS: Employees unit shall have the right to exchange shifts and/or portions of shifts when the change does not interfere with the operations of the Fire Department and upon approval of the Chief of the Fire department. Members of the bargaining unit (Local 1340) agree not to hold the City of Ravenna liable for overtime payments due to extra hours worked in a pay period because of time trades made between members of the Local 1340. This provision is pursuant to 29 CRF 553.31 Code of Regulations.

25.06 OUT of CLASSIFICATION: If an employee is assigned by the Chief to work at a higher classification, and the employee assumes the duties and responsibilities, then the employee will be paid the assigned rate of pay for the higher classification. This provision shall not apply to Lieutenants working in charge of a shift in the absence of a Captain.

ARTICLE 26: SENIORITY and LAYOFFS

26.01 SENIORITY DEFINED: The employer shall produce and maintain a list of all members of the bargaining unit by seniority. Seniority shall be defined as commencing on the date of original appointment as a full-time firefighter of the City of Ravenna.

26.02 USE of SENIORITY: This seniority will be utilized whenever applicable in this Agreement but not limited to: Scheduling of time off (E.D.O., Vacation, Holidays, Personal Days, Compensatory Time), overtime (refer to Article 36 Section 36.01), layoffs, and time of replacement.

26.03 LAYOFF: Seniority for purpose of layoff will be according to the provisions of the Civil Service law and layoffs shall be in accordance with Civil Service Laws.

ARTICLE 27: TIME and REPLACEMENT

27.01 REPLACEMENT by COMPETENT PERSONNEL: Day off replacement requires that positions be filled by personnel competent to perform the duties of the position, for example when a senior man functions in the Lieutenant or Captain's classification in the absence of the Lieutenant or Captain.

27.02 APPROVAL by CHIEF: Assignments for replacement shall be made by the Chief. Unless both the Captain and Lieutenant are absent from a shift, no replacement assignments for those classifications will be made without the specific instruction of the Chief.

ARTICLE 28: DISCIPLINARY ACTION

28.01 EMPLOYEE DISCIPLINE: Without limitation upon any right of discharge or discipline, the Mayor/ Safety Director shall have the right to discharge, suspend, or discipline any employee for just cause.

28.02 NOTICE of DISCIPLINE: All notice dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary action taken.

28.03 PROGRESSIVE DISCIPLINE: The City shall follow a system of progressive discipline in all matters of disciplinary action where corrective discipline is warranted. If the infraction by the employee should warrant it, discipline may begin at an advanced stage of discipline which may include dismissal. Progressive Discipline shall include counseling with the employee, oral reprimands, written reprimands, minor suspensions, major suspensions, reductions of pay and/or rank, and dismissal.

28.04 EMPLOYEE RESPONSE: Any employee who has a written disciplinary action in his personnel or employee file shall have the opportunity to place a response to the disciplinary action explaining his response or explanation regarding the disciplinary action.

28.05 DISCIPLINE SCHEDULE: The Department shall establish a schedule of discipline for the employees of the Department. This schedule of discipline shall be the suggested manner in which disciplinary action shall proceed in progressive discipline. It is understood that any discipline shall be commensurate with the severity of the infraction.

28.06 REASONABLE TIME: Any discipline taken against a member of the department shall be within a reasonable period of time following the alleged action or discovery of the alleged action. The reasonable period of time shall not exceed six (6) months from the date of the infraction, or the date the infraction was discovered. However, the Employer provide the employee with written notice that he/she is under investigation within the thirty (30) days of the date the infraction was discovered. Failure to provide written notice within this time frame shall result in no disciplinary action against the employee.

28.07 PREDISCIPLINARY CONFERENCE: Whenever the Employer or his designee determines that an employee may be disciplined, a Pre-Disciplinary Conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. This conference shall be scheduled during the employee's regular work hours, if scheduling permits.

Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis of disciplinary action. The employee must choose:

- a) Appear at the conference to present an oral or written statement in his/her defense;
- b) Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- c) Elect in writing to waive the opportunity to have the pre-disciplinary conference.

28.08 APPEAL of DISCIPLINARY ACTION: Appeals of time-off or loss of pay or loss of position disciplinary action shall be appealed through the Grievance and Arbitration Procedure of this agreement. Grievances regarding discipline shall be initiated within ten (10) days of receipt of notice of discipline and shall be filed at Step 2 of the procedure.

ARTICLE 29: PERSONNEL FILES

29.01 Except as otherwise provided in this Article, and except for the Chief, the Safety Director, and Law Director, personnel files shall not be available for review by anyone without the written authorization for such review of the employee whose file or information is requested. Further, no information in an employee's Personnel File will be shared with the news media except for the name, place of employment, date of employment and job classification, without the prior written authorization of the employee involved, or as required by law.

29.02 After one (1) year, provided the employee has had no intervening disciplinary actions, on written request to the Chief, all reprimands not resulting in time lost shall be removed from the employee's file. On written request to the Chief, any disciplinary actions resulting in lost time or wages of three (3) days or less shall be removed from the file after twenty-four (24) months and thirty-six (36) months for suspensions of four (4) days or more from effective date of the reprimand with the approval of the Safety Director and Law Director provided the employee has had no intervening disciplinary action. Time periods delineated herein shall begin after the resolution of any appeal of such reprimand or disciplinary action. Any reprimands removed from an employee's file under this paragraph will be available for review by the City in determining whether an employee has been notified of a standard conduct expected for any subsequent disciplinary action or reprimand imposed following the removal of the records from the personnel file of the employee by the Employer.

ARTICLE 30: EDUCATION

30.01 EDUCATION REQUIRED: The Employer shall pay for all education required as a condition of employment and for all educational programs as may be required by the Fire Chief.

30.02 EDUCATION - LEVEL : This section is for those employees wishing to further their education through college level related courses. For those classes and courses that employees desire to take, upon the prior approval of the Fire Chief, the Employer shall pay one-half (½) of the books and tuition upon earning a grade of "B" or better on completion of the course(s) for each quarter or semester. The Employer shall reimburse the employee for mileage and meals according to the rates established by City Council. The course(s) must be related to the duties performed by the employee. Request to attend such classes and course(s) shall be within the budget constraints of the Department but shall not be unreasonably denied by the Chief.

The reimbursement for education shall be subjected to the following conditions:

- a) Request for attendance must be in writing to the Chief no later than thirty (30) days prior to the start of class.
- b) Upon successful completion of the class (attaining a "B" or better), the employee shall present to the Employer the employee's tuition statement and the course grade for tuition reimbursement.
- c) To be eligible to attend, the employee must be formally accepted by the university and meet its requirements and must have completed two (2) full years of service with the Ravenna Fire Department.
- d) Class attendance shall be on the employee's time and the Employer shall not pay the employee for any time spent in class attendance.
- e) The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee's presentation of satisfactory documentation.

30.03 EMT-PARAMEDIC / INTERMEDIATE / BASIC RE-CERTIFICATION: For those employees who are certified by the State of Ohio as Paramedic, EMT-Intermediate, or EMT-Basic, the Employer agrees to provide an opportunity during their scheduled tours of duty to take the necessary hours of training required each year by the State of Ohio as a condition of maintaining their State certification. If the required training should occur while the employee is not on their regular "tour of duty", the employee will be entitled to "overtime" compensation (outlined in Article 36 Section 36.01 or 36.03) for a minimum of one (1) hour, or every hour the training is attended by the employee, whichever is the greater of the two established conditions met by the employee. For confirmation of the hours attended, the Employer may request a certificate of attendance from the employee.

30.04 MAINTENANCE of CERTIFICATION: Any employee hired prior to ordinance 1990 effective August 6, 1990, that request and is granted paramedic or advanced EMT training shall maintain that status for a period of fifteen (15) years. Should an employee request dropping certification prior to the fifteen (15) year period, the employee shall pay

back to the City the cost of said training. This repayment shall not include any and all wages paid to said employee but shall include mileage, per diem, expenses, etc., and equipment.

ARTICLE 31: TRAINING and MEETINGS

31.01 ATTENDANCE at TRAINING: Each member of the Department shall receive compensation as set forth in this Article for attendance at Departmental training or drills as called or required by the Chief. Only those employees who are not on their regularly scheduled tour of duty while attending at Departmental training, or drills shall be entitled to the compensation for such training or drill.

31.02 TRAINING or DRILL: Those employees not on tour of duty when a Department training or drill is called for by the Chief shall be paid in the amount of time and one-half (1½) per hour for each hour while in training session or drill as scheduled and required by the Chief.

31.03 MEETING: If a Departmental meeting is called by the Fire Chief, and/or the Mayor/Safety Director, employees not on duty will be paid for their attendance at such Departmental meeting according to the appropriate hourly rate times one and one-half (1½).

31.04 REQUEST for TRAINING: Each bargaining member of the Department may submit a "Request for Continued Education" form to the Chief of the Fire Department, or his designee for permission to attend job related training sessions outside of the City of Ravenna Fire Department. This allows the employee to seek possible tuition coverage, expenditure reimbursement, and/or applicable overtime compensation from the Ravenna City Fire Department. The employee should make every attempt to submit the request as early as possible for consideration. The employee shall receive from the Fire Chief, or his designee a written approval or disapproval with a reason if disapproved. The request will be returned to the employee within ten (10) working days, excluding weekends and/or holidays, from the date submitted to the Fire Chief, or his designee.

ARTICLE 32: INJURY LEAVE

32.01 INJURY on DUTY: Each employee that is injured while in the course of his employment or performance of his duties and is entitled to Worker's Compensation benefits shall be entitled to Injury Leave. Such employee must be disabled to the extent that he cannot perform the material or substantial duties of his position. Said injury or incapacitation must be reported to the Chief or Captain prior to the end of the employee's work shift, or first available opportunity, in order for the employee to be eligible for Injury Leave.

32.02 PERIOD of INJURY LEAVE: The Injury Leave shall be for a period of ninety (90) calendar days from the date of the injury. The employee shall be entitled to the Injury Leave which Injury Leave shall not be set off against the employee's Sick Leave. Said

employee shall provide medical documentation or certification prior to entitlement to Injury Leave.

32.03 COORDINATION with WORKER'S COMPENSATION: Employees who are injured while on duty shall file for the Worker's Compensation benefits according to the provisions of the Worker's Compensation law and regulations. Such filing shall include request for any available compensatory program designed to compensate the employee for wages lost during the period of disability. Copies shall be provided to the City, and to the bargaining unit's Worker Compensation Representative. As a condition precedent to receiving Injury Leave the employee must submit all compensatory benefits to the City to which the employee is entitled under Worker's Compensation.

32.04 ACCIDENT REPORT: All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report. No matter how slight the injury or incident all injuries must be reported to the employee's immediate supervisor and necessary medical attention shall be arranged. When necessary the City or the employee's supervisor will provide assistance in completing the accident reports.

32.05 USE of SICK LEAVE: If the employee is unable to return to work following the expiration of the ninety (90) day Injury Leave period then the employee may utilize his Sick Leave according to the Sick Leave Article in this Agreement. The Worker's Compensation provision of this Article shall remain in effect for those employees who remain on Sick Leave.

32.06 LIGHT or LIMITED DUTY: When an employee utilizes "sick, or injury leave" and has been certified by a licensed physician that there is an inability to perform the full duties as outlined by the employee's regular job description but has been approved by the licensed physician to perform "light and/or limited duty", the Employer or the employee may make a request for "light and/or limited duty" status. The licensed physician shall base their findings of the employee's ability to perform their duty by filling out the "fitness for duty report". The report shall reflect the full and limited abilities of the employee in question. The Employer may request periodic "fitness for duty reports" from the licensed physician to monitor the employee's recovery status.

32.07 SCHEDULING LIGHT or LIMITED DUTY from a JOB RELATED INJURY: The Employer and employee shall mutually agree on the work schedule, duties performed, and hours to be worked. If a dispute arises of the employee's abilities, then a second medical opinion will be obtained and paid for by the Employer. No employee shall be required to perform any duty which may cause aggravation of their injury. The hours to be worked while on "light or limited duty" shall not exceed forty (40) hours per week. If the employee does not qualify for "light or limited duty" due to the "fitness for duty report", then they shall remain on "injury leave" until they have been cleared by a licensed physician to perform "light or limited duty", or their full job related duties. While on "light or limited duty", the employee shall receive compensation equivalent to their full salary (Article 20, Section 20.01) at the time which the injury occurred.

32.08 SCHEDULING LIGHT or LIMITED DUTY from a NON-DUTY RELATED INJURY:

The Employer and employee shall mutually agree on the work schedule, duties performed, and hours to be worked. Any employee on a "non-duty" related sick leave, or pregnancy / childbirth leave may request a "light or limited duty" assignment from the Employer. The request must be in writing and accompanied with proper medical authorization, "fitness for duty report", from their attending physician. If the employee qualifies for "light or limited duty" based upon the "fitness for duty report", the Employer will then place the employee on "light duty". If a dispute arises of the employee's abilities, then a second medical opinion will be obtained and paid for by the Employer. No employee shall be required to perform any duty which may cause aggravation of their injury. The hours to be work while on "light or limited duty" shall not exceed forty (40) hours per week. If the employee chooses not to perform "light or limited duty", then they shall remain on "sick leave" until they have been cleared by their attending physician to perform their full job related duties. While on "light duty", the employee shall receive compensation equivalent to their full salary (Article 20, Section 20.01) at the time which the injury occurred.

32.09 WORK SCHEDULE: The work schedule shall be based on a forty (40) hour work week and may be adjusted from this point between the Employer and employee. Per Article 25 Section 25.02 and 25.04 the employee forfeits any EDO's until they return to their normal "tour of duty". While on this work schedule, anytime the employee shall be absent from work while on "light or limited duty" shall be deducted from the appropriate category of "injury, or sick leave". The employee shall not receive any deductions of time while being evaluated by the attending licensed physician for a "fitness of duty report" which may occur during normal working hours as necessary.

32.10 LIMITATION for USE: There shall be permitted a maximum number of two (2) employees at any given time which may be permitted to utilize "light or limited duty" for the allowed following calendar days off. The employee may utilize "light or limited duty" for thirty (30) calendar days from the first day "light or limited duty" is utilized.

The employee may request an extension of fifteen (15) calendar days excluding weekends, and holidays. This request may be approved by the Fire Chief and with documentation by the employee's attending licensed physician as to why the extension is needed, and an approximate date the employee will be able to perform their full job related duties.

32.11 ACCOMMODATIONS for LIGHT or LIMITED DUTY: The employee shall perform the job duties which are agreed upon at the time the "light or limited duty" is initiated. The employee shall not be required to obtain any special training above their regular job related duties which the employee performed prior to the utilization of the "light or limited duty". The Employer and/or the employee shall not be bound to the creation of a new position for the sole purpose of accommodating the use of "limited or light duty". If any complaint should arise from the Americans with Disabilities Act (ADA) in regard to the employee's "light or limited duty" it shall be handled through the "grievance procedure" Article 17 of this agreement.

32.12 FITNESS for DUTY REPORT: The "fitness for duty report" shall be utilized to establish exactly what the employee may do while on "light or limited duty". This document shall be utilized by the licensed physician to evaluate the employee's full or limited ability to perform their normal job related duties. This packet shall be included with the "accident report" Article 32, Section 32.04 and to be filled out by the licensed physician taking care of the employee. Refer to the "injury leave" appendix to review the form.

ARTICLE 33: LONGEVITY

33.01 LONGEVITY for FULL-TIME SERVICE: Each member of the bargaining unit shall receive in addition to other compensation required by this Agreement, an annual Longevity payment based upon the employee's continuous uninterrupted length of full-time service in the City of Ravenna, commencing with the initial date of hire.

33.02 RATE of LONGEVITY: Upon completion of the fifth (5th) year of service each member of the bargaining unit shall receive five (\$5.00) dollars per month for each one (1) year period of employment with the City of Ravenna. The maximum amount an employee may receive is one hundred sixty-five (\$165.00) dollars per month in longevity pay. A schedule of longevity payments follows.

33.03 ACCRUAL for PART-TIME SERVICE: Employees hired after January 1, 1985, shall not accrue longevity based upon pro-rated part-time service.

33.04 PAYMENT SCHEDULE: Upon completion of the fifth (5th) year each member of the bargaining unit shall receive an additional five (\$5.00) dollars per month for each one (1) year period of employment with the City of Ravenna.

ARTICLE 34: UNIFORM ALLOWANCE and TURN-OUT GEAR

34.01 UNIFORM ALLOWANCE: Probationary employees shall be issued by the Employer a minimum of three (3) start up work uniforms to include appropriately identified: "Class B" three (3) light blue work shirts, three (3) navy blue t-shirts, three (3) navy blue sweat shirts, three (3) navy blue work pants, one (1) navy blue work coat, one (1) navy blue ball cap, one (1) Fire Department badge and name tag, three (3) pair white socks, three (3) pair black socks, and one (1) pair of work boots. Once the probationary employee completes their probationary period, the employee shall be on the same regular Uniform Maintenance Allowance as all members of the bargaining unit, at this time the employee shall be entitled to be issued one (1) complete "Class A" uniform as specified and provided by the Employer with no charge to the employee's Uniform Allowance.

All bargaining unit members after one (1) year of service shall be entitled to six hundred (\$600.00) dollars uniform allowance for the purchase of needed, approved uniform items.

The uniform allowance shall be maintained at the six hundred (\$600.00) value for the life of this Agreement once it has been obtained. If the designated uniform is to be changed, for any reason or in any way during the life of this Agreement, then the Employer shall provide the employee with the equivalent of three (3) initial and complete start up items that the change will affect at no charge to the employee's current Uniform Allowance.

34.02 UNIFORM PURCHASING: Local 1340 bargaining members will be permitted to purchase items during the months of March 1st to March 31st and August 1st through August 31st. During all other months Uniform Purchasing will not be permitted

34.03 APPROVAL: Such articles for employees' uniform shall be subjected to the prior authorization of the Fire Chief. The Fire Chief shall provide a list which details clothing items, style, color, and use for the articles of uniform clothing. This list may include, but not limited to: shirts, pants, foul weather items (coats, hats, gloves), normal accessories (pens, watches, badges, name tags) and specialized accessories (equipment items utilized for the Ravenna City Fire Department's specialized operations).

34.04 CITY FURNISHED EQUIPMENT: The City shall provide authorization to the Mayor/Safety Director for such items of turn-out gear such as helmets, boots, raincoats, EMS equipment and such items as specified by the Chief. All items of turn-out gear are and shall remain property of the City during the employee's tenure and shall be returned upon the termination of employment. Such articles of turn-out gear shall only be requisitioned as needed and shall have the prior written authorization of the Fire Chief and Mayor/Safety Director.

34.05 UNIFORM MAINTENANCE PAYMENT: This shall be provided to the employee so that the employee may have the ability to maintain an appropriate work appearance, purchase needed items, and towards the repair and/or replacement of such items if damaged while in the line of duty. The Uniform Maintenance Payment shall be maintained at the six hundred (\$600.00) value for the life of this Agreement.

Issuance of the Uniform Maintenance Payment shall occur in the form of a separate payment check in the full amount from the City of Ravenna to the employee. The total value of the yearly Uniform Maintenance Payment shall be issued with the first regular pay period in the month of December. The Employer shall provide all necessary tax related forms to the employee for the use with the employee's yearly tax return. The members of the bargaining unit will be responsible for any and all applicable taxes generated by this Uniform Maintenance Payment. The employee will not be requested to produce any receipt from the purchase, repair and/or replacement of items with the Uniform Maintenance Payment.

If the designated uniform is to be changed for any reason, or in any way during the life of this Agreement, then the Employer shall provide the employee with the equivalent of three (3) initial and complete start up items that the change will affect at no charge to the employee's current Uniform Maintenance Payment.

34.06 **PERSONAL ITEMS:** For the purpose of Paragraph 33.4 this payment may be used in whole or in part by the employee to replace, repair or clean articles of personal clothing which have become damaged or dirty during the course of an employee's service while on Emergency Call-Back or emergency call-in upon the express written approval of the Fire Chief, after the Fire Chief determines, upon evidence as he may require, that such damage or dirty condition of articles of personal clothing directly resulted from injury sustained during the performance of duties during such Emergency Call-Back or emergency call-in and that under the circumstances of such call-back or call-in the employee had no reasonable opportunity to change his personal clothing.

ARTICLE 35: MEDICAL INSURANCE

35.01 As additional compensation for employees covered by this Agreement. Members will have the same Medical, Prescription Drug, Life, Dental and Optical, insurance as offered to non-bargaining unit employees of the City. Employees may select single or family coverage, based upon their eligibility for the plan.

35.02 The Employer shall offer Medical, Prescription Drug, Life, Dental, and Optical coverage. Bargaining unit employees shall pay no more in monthly premiums towards their Medical, Prescription Drug, Life, Dental and Optical coverage than any non-bargaining unit employees in the City of Ravenna. Employee Contributions: Employees are responsible for paying their specified percentage of the premium for health insurance, dental insurance, and vision insurance and said percentage will not change for the duration of this agreement. Employee contributions will be automatically deducted from employee paychecks through the Finance Department. Employee contributions will be split between the first two paychecks of each month. Specific contributions effective:

May 1, 2013 are 5%.

January 1, 2014 are 10%.

January 1, 2015 are 12.5%.

35.03 The Employer agrees to carry \$20,000 term life insurance on active employees and twenty thousand (\$20,000) dollars term life insurance on retirees.

35.04 Upon the Union submitting an appropriate group vision care insurance contract or an appropriate dental care insurance contract or both, and also submitting appropriate wage deduction authorizations from employees to pay the necessary premiums for such coverage or coverages the City shall make available to the participating employees, at their sole expense, vision care insurance or dental insurance, or both, in accordance with the contract or contracts submitted by the Union.

35.05 In 2013 the City shall provide and maintain in force, by payment of necessary premiums, the Ohio AFSCME Care plan Dental Benefits, Level 3. The City will begin

contributions of \$34.00 per month to this plan upon execution of this Agreement, and will provide to all bargaining unit members a copy of the coverage and benefit plan.

Bargaining unit members will contribute by means of payroll deduction an amount not to exceed fifteen dollars (\$15.00) per month towards the monthly premium cost of the Level 3 AFSCME Care plan. After the 2013 Healthcare plan design the Ohio AFSCME Care Plan shall be a benefit reviewed by the Health Care Committee.

35.06 The spouse of any member who is employed full-time (40 hours) per week and has the availability of Medical and Prescription Drug coverage through their fulltime employer shall be required to obtain such coverage and will not be eligible for the City's Plan. In the event that the spouse becomes unemployed, ineligible for their employer coverage or is unable to participate in their employer plan, the City will treat such as a qualifying event and permit the spouse to enroll in the City's plan.

35.07 The spouse of any employee who is receiving Medical and Prescription Drug coverage through their fulltime employer will be allowed to use Ravenna City employee coverage as secondary. The employee will then have to signed up for Family coverage and pay the higher contributions.

35.08 Beginning May 1, 2013, members of the Bargaining Unit are eligible to participate in the City's "Opt-Out" program wherein employees may be eligible for a cash incentive to waive health coverage. Such "Opt-Out" amount shall be 30% of the fully funded premium for the plan for which the employee would otherwise be eligible. Members must provide proof that they have Medical, Prescription Drug, Life, Dental, and Optical coverage in order to be eligible for the "Opt-Out".

35.09 The Bargaining Unit retains the right to participate in the Health Insurance Committee. This committee will represent their members during any renewals or changes of insurance programs and cooperate with other employee groups in choosing the insurance program offered to employees.

ARTICLE 36: OVERTIME and CALL-IN PAY

36.01 OVERTIME: All full-time employees entitled to Overtime compensation shall be paid Overtime for all actual hours worked in excess of three hundred thirty-six (336) hours worked in a fourteen (14) "tours of duty" cycle. Members of the bargaining unit shall receive Overtime for all hours worked in excess of three hundred thirty-six (336) hours worked in a fourteen (14) "tours of duty" cycle if working in the three (3) platoon system. All others shall receive Overtime for all hours worked in excess of 40 hours in a workweek. The Overtime rate shall be equal to one and one half (1½) times the employee's base hourly rate as represented in the "salary schedule".

For the means of assigning "shift fill" overtime to employees the following plan shall be utilized: A current listing of all bargaining unit members ranked from the least amount of hours to the most amount of hours of "shift fill" overtime accumulated. When overtime is to be assigned, the member with the lowest hours will be asked first, and given their choice of a preferred time slot to work. In the event of equal hours among bargaining unit

members, seniority shall prevail for who is asked first. Whether the overtime is accepted or refused, the person assigning the overtime will proceed to the next member on the list. This will be utilized until all overtime is covered. The list shall be constantly updated as needed to assure that an equal balance of "shift fill" overtime hours is assigned and maintained for all bargaining unit members. A reasonable amount of time to await for a response to the "shift fill" overtime request shall not exceed thirty (30) minutes if possible. The person making the request will utilize all reasonable means which may include but not limited to: the telephone, Fire Department alpha-numeric paging system, and/or in person to make the request to the bargaining unit members. If no response is heard from the bargaining unit member the request was made to, this will be acknowledged as a refusal to work this assigned "shift fill" overtime.

36.02 EMERGENCY CALL-BACK: Overtime earned as a result of Emergency Call-Back or call-in, when an emergency actually existed shall be paid at a rate for Emergency Overtime as specified in the Salary Schedule. Overtime earned as a result of a call-back or call-in which has resulted from a non-emergency situation or manpower shortage shall be paid at a Regular Overtime rate specified in the Salary Schedule

36.03 COMPENSATORY TIME: Employees may be given Compensatory Time off on a basis for all hours worked in excess of their regular work cycle. Compensatory Time off shall be requested by the employee for Overtime worked by the end of the work cycle in which the Overtime is worked. Compensatory Time may be accumulated to a maximum of one hundred twenty (120) hours and carried from year to year. All Compensatory Time must be scheduled with prior approval of the Department Head. All Compensatory Time must be scheduled with prior approval of the department head. In the event one (1) employee has requested and has been approved for the compensatory Time off and the Compensatory Time request is canceled due to unforeseen creation of overtime, up to eight (8) contiguous hours of the Compensatory Time request would not be cancelled if the employee so requests and indicates in writing he/she indicates the eight (8) hours he/she does not wish to be cancelled. In the event two (2) employees have requested and have been approved for Compensatory Time off and the Compensatory Time request is canceled due to unforeseen creation of overtime, the employee who first submitted his/her Compensatory Time off request may submit a request that his/her request, up to eight (8) hours not be canceled provided the employee requests the eight (8) hours and indicates in writing the eight (8) hours he/she does not wish to be canceled. The second employee may not make a request. Overtime shall be paid, at the Overtime Rate in effect at the time of the work if the employee's Compensatory Time accrual is at the maximum.

36.04 MINIMUM CALL-BACK: When an employee is called in for Emergency Call-Back duty he shall receive Overtime according to the provisions of this Article and as specified in the Salary Schedule for all hours worked with a minimum guarantee of two (2) hours pay.

36.05 CALCULATIONS / PYRAMIDING: All Overtime shall be paid in quarterly hours. There shall be no pyramiding of Overtime payments.

36.06 SHIFT EXTENSION: Shall be utilized for employees who work past their normal "tour of duty" as defined in Article 25 Section 25.01 due to participating in an emergency situation, and shall be compensated for this as described in Article 36, Section 36.01 or Section 36.03 of this Agreement for "overtime" until released from duty by the Fire Chief or his designee.

ARTICLE 37: FAMILY MEDICAL LEAVE ACT

37.01 Employees with scheduled hours of 1,250 or more during the twelve (12) months preceding the leave shall be eligible upon request an approval for an unpaid family medical leave.

1. Eligible employees shall be those who have worked a total of 1,250 scheduled hours or more during the twelve (12) months preceding the leave.
2. To be eligible for unpaid "FLMA" leave, the employee shall first exhaust all available "Vacation Leave", "Holidays", and "Personal Leave" which shall be inclusive of "FLMA" leave and entitlement. After exhaustion of "vacation", "holiday", and "personal" leave, the Employer may, at its discretion, require an employee to utilize "Sick Leave". The Employer shall not require an employee who has forty (40) hours of "Vacation Leave" and forty (40) hours of "Sick Leave" to exhaust such time, which will be maintained in separate "banks" of accumulation time under this article.
3. Employees requesting an unpaid family or medical emergency leave must advise their immediate supervisor of such request at least thirty (30) days in advance of the anticipated commencement of said leave. Unless an emergency prevents such notice. In that event, as much advance notice as possible shall be given.
4. The total amount of leave available to any employee is twelve (12) weeks in a "rolling year". Employees are entitled to "FMLA" leave up to twelve (12) weeks in a year and such leave shall be calculated when first approved. Such "FMLA" leave is inclusive of both paid and unpaid leave.
5. Employees must request such leave in writing and are required, if requested by their immediate supervisor, to provide medical verification from the appropriate attending physician. Employees requesting such family or medical emergency leave may be examined by the City of Ravenna's physician to confirm eligibility for the leave.
6. Employees who request and are approved for unpaid family medical or emergency leave shall continue to receive paid health insurance benefits, assuming the employee is otherwise eligible for such benefits in accordance with the provisions of the Agreement.
7. Such leave will be provided only in the following circumstances:
 - a) Birth of a child;
 - b) Adoption of a child or placement of a foster child;
 - c) To care for a sick spouse, child or parent suffering from a serious health

- condition where the employee's attendance is necessary to such care;
or,
d) To address the employee's serious health condition which renders the employee incapable of performing the functions of her/his job.

"A serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves:

1. in-patient care in a hospital, hospice, or residential medical facility, or;
2. continuing treatment by a health care provider.

ARTICLE 38: FILLING of POSITIONS

38.01 All promotions to the rank of Lieutenant and Captain shall be made from competitive examinations administered by the Ravenna Civil Service Commission (Ravenna CSC). The parties agree that these positions shall be filled by testing procedures determined and administered by the Ravenna CSC. The Ravenna CSC shall have the authority to use the evaluation testing methods it deems appropriate. The Ravenna CSC is authorized to utilize written and structured oral exams, assessment centers, and/or other means of job-related examinations it deems appropriate.

ARTICLE 39: COMMUNICABLE DISEASES

39.01 The Employer agrees to pay for and provide employees with tests concerning blood born and air borne pathogens and provide immunizations. The tests and immunizations shall be those deemed necessary by the Fire Chief to protect the health and well-being of employees. The Union may, through its Safety Committee, suggest or request tests and/or immunizations not required by the Chief. The Chief shall review such request and may approve the request. If the Chief does not approve the request, the Union may appeal the Chief's decision. The appeal shall be submitted to a licensed physician jointly chosen by the Chief and the Safety Committee. The decision of the physician shall be final and binding and not subjected to the Grievance and Arbitration Procedure.

39.02 Employees shall be responsible to wear and use all protective equipment made available or as supplied by the City.

39.03 POTENTIAL EXPOSURE or CONFIRMED CONTRACTION OF ILLNESS: When it has become apparent that a potential exposure has occurred to the employee, the Employer shall provide for all necessary testing, to assure the employee's health and well-being.

ARTICLE 40: POLICIES and PROCEDURES for a DRUG FREE WORKPLACE

40.01 DRUG TESTING:

1. Drug screening / testing shall be conducted at times of pre-employment, if given, and upon reasonable suspicion. Drug screening / testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceeding. Under no circumstances may the results of the drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.
2. All drug screening test shall be conducted by medical laboratories or persons licensed by the State of Ohio. The procedure utilized by the test lab or person shall include a chain of custody procedure and mass spectroscopy confirmation (drugs only) of any positive initial screening.
3. Drug screening test shall be given to employees to detect the illegal use of a controlled substance / dangerous drug as defined in Section 3719.41 and 4729.01(F) of the Ohio Revised Code (O.R.C.). If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by gas chromatography - mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing at the employee's expense. This test shall be given the same evidentiary value as the two (2) previous tests.
4. Upon the finding of positive test results for an illegal, controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance. Upon the conclusion of such investigation, the Employer shall require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use "sick leave", "vacation leave", and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance the employee shall be returned to their position. Such employee may be subject to periodic retesting at the direction of the Employer upon the employee's return to their position. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that the employee be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

5. If the employee refuses to undergo rehabilitation or detoxification, or fails to complete a program of rehabilitation, or if tests positive at any time within two (2) years after the employee's return to work upon completion of the program of rehabilitation, such employee shall be subjected to termination of employment. Except as otherwise provided herein costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon reasonable suspicion of drug use.

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

- a) Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of alcohol.
 - b) Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drugs or alcohol possession, use or trafficking.
 - c) Information relating to an employee's use of a controlled substance or alcohol in an unlawful or abusive manner provided by reliable and creditable sources, the name and address of whom must be disclosed to the employee.
 - d) Evidence that an employee has tampered with a previous drug test.
 - e) Facts or circumstances developed in the course of an authorized investigation of an accident in which an employee is involved, which results in damage to property exceeding one thousand (\$1000.00) dollars; personal injury to the employee which results in the employee's absence from work for more than one (1) day; or serious physical harm to another as defined in Section 2901.01 (E) of the Ohio Revised Code.
6. No drug testing shall be conducted without the authorization of the Employer. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set here within Article 40 of this Agreement. Refusal to submit to toxicology testing after being ordered to do so shall result in termination of employment.
 7. The employee and the employee's Union representative shall be given a copy of the laboratory report of both specimens before any disciplinary action is taken.

40.02 EMPLOYEE ASSISTANCE PROGRAM:

1. The Employer agrees to attempt to rehabilitate employees who are first time drug abusers. Employees will not be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee still is abusing or resumes abusing such substances, the employee shall be terminated.
2. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action against the employee. Leave of absence without pay may, at the Employer's discretion, be granted in coordination with the Employee's Assistance Program (E.A.P.). All employee dealings with the E.A.P. shall be strictly confidential.
3. This Article shall not operate to limit the Employer's right to discipline or terminate an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the E.A.P. shall not limit the Employer's right to impose such disciplinary or termination action of the employee. An employee's participation in the E.A.P. does not operate to waive any other rights granted to the employee by this Agreement.

ARTICLE 41: RESIDENCY

41.01 As a condition of employment: The City of Ravenna stated that they will conform with the State Law, the Senate Bill 82 residency just passed. However, at this time SB 82 is being challenged by several cities. If any members were to move out and the SB 82 were overturned then that member would be required to move back. The City of Ravenna and the Union of I.A.F.F. Local 1340 Ravenna Professional Firefighters that until SB 82 is final, the Residency has been extended in a radius from the center of the City of Ravenna to the furthest point of Portage County. If the SB 82 stands, then it would be Portage and contiguous counties.

ARTICLE 42: SUCCESSOR AGREEMENT

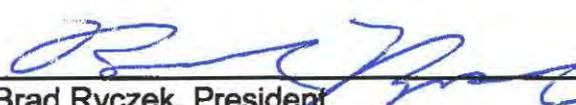
42.01 This agreement shall be binding upon and assigns of the parties hereto, and no provisions, terms, or obligation herein contained, shall be effected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change in geography or otherwise in the location or place of business of either party.

ARTICLE 43: EXECUTION

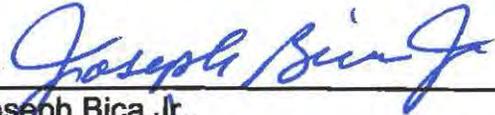
43.01 In witness whereof, the parties hereto have caused this Agreement to be duly executed this 26 day of June 2013.

For the Local 1340 I.A.F.F.:

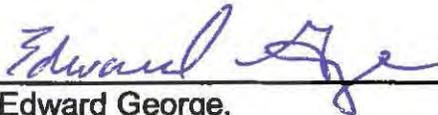
For the City of Ravenna:



Brad Ryczek, President
President



Joseph Bica Jr.,
Mayor/Safety Director



Edward George,
Secretary/Treasurer



Clayton D. Morris, SPHR, IPMA-CP
Human Resource Consultant

LONGEVITY TABLE

<u>SERVICE</u>	<u>ANNUAL</u>	<u>MONTHLY</u>	<u>BI-WEEKLY</u>
5 years	\$300.00	\$25.00	\$11.54
6 years	\$360.00	\$30.00	\$13.85
7 years	\$420.00	\$35.00	\$16.15
8 years	\$480.00	\$40.00	\$18.46
9 years	\$540.00	\$45.00	\$20.77
10 years	\$600.00	\$50.00	\$23.08
11 years	\$660.00	\$55.00	\$25.38
12 years	\$720.00	\$60.00	\$27.69
13 years	\$780.00	\$65.00	\$30.00
14 years	\$840.00	\$70.00	\$32.31
15 years	\$900.00	\$75.00	\$34.62
16 years	\$960.00	\$80.00	\$36.92
17 years	\$1,020.00	\$85.00	\$39.23
18 years	\$1,080.00	\$90.00	\$41.54
19 years	\$1,140.00	\$95.00	\$43.85
20 years	\$1,200.00	\$100.00	\$46.15
21 years	\$1,260.00	\$105.00	\$48.46
22 years	\$1,320.00	\$110.00	\$50.77
23 years	\$1,380.00	\$115.00	\$53.08
24 years	\$1,440.00	\$120.00	\$55.38
25 years	\$1,500.00	\$125.00	\$57.69
26 years	\$1,560.00	\$130.00	\$60.00
27 years	\$1,620.00	\$135.00	\$62.31
28 years	\$1,680.00	\$140.00	\$64.61
29 years	\$1,740.00	\$145.00	\$66.92
30 years	\$1,800.00	\$150.00	\$69.23
31 years	\$1,860.00	\$155.00	\$71.54
32 years	\$1,920.00	\$160.00	\$73.85
33 years	\$1,980.00	\$165.00	\$76.15

SALARY SCHEDULE APPENDIX

FIREFIGHTER - EMT

RANGE 15-6

	2012 Rate	2013		2014		2015	
		Inc	Rate	Inc	Rate	Inc	Rate
STEP A							
Annual	40,857.44	1.00%	41,263.04	3.00%	42,506.88	3.00%	43,777.76
Bi-Weekly	1,571.44		1,587.04		1,634.88		1,683.76
Hourly	15.11		15.26		15.72		16.19
Overtime	22.89		23.12		23.81		24.51
Emerg OT	29.46		29.76		30.65		31.57
STEP B							
Annual	42,777.28	1.00%	43,209.92	3.00%	44,507.84	3.00%	45,832.80
Bi-Weekly	1,645.28		1,661.92		1,711.84		1,762.80
Hourly	15.82		15.98		16.46		16.95
Overtime	23.96		24.20		24.92		25.65
Emerg OT	30.85		31.16		32.10		33.05
STEP C							
Annual	44,697.12	1.00%	45,156.80	3.00%	46,508.80	3.00%	47,914.88
Bi-Weekly	1,719.12		1,736.80		1,788.80		1,842.88
Hourly	16.53		16.70		17.20		17.72
Overtime	25.02		25.28		26.03		26.81
Emerg OT	32.23		32.57		33.54		34.55
STEP D							
Annual	46,941.44	1.00%	47,401.12	3.00%	48,834.24	3.00%	50,294.40
Bi-Weekly	1,805.44		1,823.12		1,878.24		1,934.40
Hourly	17.36		17.53		18.06		18.60
Overtime	26.27		26.52		27.32		28.13
Emerg OT	33.85		34.18		35.22		36.27
STEP E							
Annual	49,266.88	1.00%	49,753.60	3.00%	51,240.80	3.00%	52,782.08
Bi-Weekly	1,894.88		1,913.60		1,970.80		2,030.08
Hourly	18.22		18.40		18.95		19.52
Overtime	27.56		27.83		28.65		29.51
Emerg OT	35.53		35.88		36.95		38.06
STEP F							
Annual	51,673.44	1.00%	52,187.20	3.00%	53,755.52	3.00%	55,377.92
Bi-Weekly	1,987.44		2,007.20		2,067.52		2,129.92
Hourly	19.11		19.30		19.88		20.48
Overtime	28.89		29.18		30.05		30.95
Emerg OT	37.26		37.64		38.77		39.94

SALARY SCHEDULE APPENDIX

FIREFIGHTER - PARAMEDIC

RANGE 15-7

	<u>2012 Rate</u>	<u>2013</u>		<u>2014</u>		<u>2015</u>	
		Inc	Rate	Inc	Rate	Inc	Rate
<u>STEP A</u>							
Annual	39,613.60	1.00%	40,019.20	3.00%	41,208.96	3.00%	42,452.80
Bi-Weekly	1,523.60		1,539.20		1,584.96		1,632.80
Hourly	14.65		14.80		15.24		15.70
Overtime	22.34		22.56		23.22		23.91
Emerg OT	28.57		28.86		29.72		30.62
<u>STEP B</u>							
Annual	41,533.44	1.00%	41,939.04	3.00%	43,209.92	3.00%	44,507.84
Bi-Weekly	1,597.44		1,613.04		1,661.92		1,711.84
Hourly	15.36		15.51		15.98		16.46
Overtime	23.40		23.63		24.33		25.05
Emerg OT	29.95		30.24		31.16		32.10
<u>STEP C</u>							
Annual	43,453.28	1.00%	43,885.92	3.00%	45,210.88	3.00%	46,562.88
Bi-Weekly	1,671.28		1,687.92		1,738.88		1,790.88
Hourly	16.07		16.23		16.72		17.22
Overtime	24.47		24.71		25.44		26.19
Emerg OT	31.34		31.65		32.60		33.58
<u>STEP D</u>							
Annual	45,400.16	1.00%	45,859.84	3.00%	47,238.88	3.00%	48,644.96
Bi-Weekly	1,746.16		1,763.84		1,816.88		1,870.96
Hourly	16.79		16.96		17.47		17.99
Overtime	25.55		25.80		26.57		27.35
Emerg OT	32.74		33.07		34.07		35.08
<u>STEP E</u>							
Annual	47,617.44	1.00%	48,104.16	3.00%	49,537.28	3.00%	51,024.48
Bi-Weekly	1,831.44		1,850.16		1,905.28		1,962.48
Hourly	17.61		17.79		18.32		18.87
Overtime	26.78		27.05		27.84		28.67
Emerg OT	34.34		34.69		35.72		36.80
<u>STEP F</u>							
Annual	49,996.96	1.00%	50,483.68	3.00%	52,024.96	3.00%	53,593.28
Bi-Weekly	1,922.96		1,941.68		2,000.96		2,061.28
Hourly	18.49		18.67		19.24		19.82
Overtime	28.10		28.37		29.22		30.09
Emerg OT	36.06		36.41		37.52		38.65
<u>STEP G</u>							
Annual	52,484.64	1.00%	52,998.40	3.00%	54,593.76	3.00%	56,243.20
Bi-Weekly	2,018.64		2,038.40		2,099.76		2,163.20
Hourly	19.41		19.60		20.19		20.80
Overtime	29.48		29.76		30.65		31.56
Emerg OT	37.85		38.22		39.37		40.56

SALARY SCHEDULE APPENDIX

LIEUTENANTS - PARAMEDIC

RANGE 16-7

	2012 Rate	2013		2014		2015	
		Inc	Rate	Inc	Rate	Inc	Rate
STEP A							
Annual	43,561.44	1.00%	43,994.08	3.00%	45,319.04	3.00%	46,671.04
Bi-Weekly	1,675.44		1,692.08		1,743.04		1,795.04
Hourly	16.11		16.27		16.76		17.26
Overtime	24.53		24.77		25.50		26.25
Emerg OT	31.41		31.73		32.68		33.66
STEP B							
Annual	45,805.76	1.00%	46,265.44	3.00%	47,644.48	3.00%	49,077.60
Bi-Weekly	1,761.76		1,779.44		1,832.48		1,887.60
Hourly	16.94		17.11		17.62		18.15
Overtime	25.77		26.03		26.79		27.59
Emerg OT	33.03		33.36		34.36		35.39
STEP C							
Annual	48,158.24	1.00%	48,644.96	3.00%	50,105.12	3.00%	51,619.36
Bi-Weekly	1,852.24		1,870.96		1,927.12		1,985.36
Hourly	17.81		17.99		18.53		19.09
Overtime	27.08		27.35		28.16		29.00
Emerg OT	34.73		35.08		36.13		37.23
STEP D							
Annual	50,700.00	1.00%	51,213.76	3.00%	52,755.04	3.00%	54,350.40
Bi-Weekly	1,950.00		1,969.76		2,029.04		2,090.40
Hourly	18.75		18.94		19.51		20.10
Overtime	28.49		28.77		29.63		30.51
Emerg OT	36.56		36.93		38.04		39.20
STEP E							
Annual	53,295.84	1.00%	53,836.64	3.00%	55,459.04	3.00%	57,135.52
Bi-Weekly	2,049.84		2,070.64		2,133.04		2,197.52
Hourly	19.71		19.91		20.51		21.13
Overtime	29.93		30.23		31.13		32.06
Emerg OT	38.43		38.82		39.99		41.20
STEP F							
Annual	56,080.96	1.00%	56,648.80	3.00%	58,352.32	3.00%	60,109.92
Bi-Weekly	2,156.96		2,178.80		2,244.32		2,311.92
Hourly	20.74		20.95		21.58		22.23
Overtime	31.47		31.79		32.73		33.71
Emerg OT	40.44		40.85		42.08		43.35

SALARY SCHEDULE APPENDIX

CAPTAINS - EMT **RANGE 17-6**

	<u>2012 Rate</u>	<u>2013</u>		<u>2014</u>		<u>2015</u>	
		Inc	Rate	Inc	Rate	Inc	Rate
<u>STEP A</u>							
Annual	46,427.68	1.00%	46,887.36	3.00%	48,293.44	3.00%	49,753.60
Bi-Weekly	1,785.68		1,803.36		1,857.44		1,913.60
Hourly	17.17		17.34		17.86		18.40
Overtime	25.98		26.24		27.02		27.83
Emerg OT	33.48		33.81		34.83		35.88
<u>STEP B</u>							
Annual	48,861.28	1.00%	49,348.00	3.00%	50,835.20	3.00%	52,349.44
Bi-Weekly	1,879.28		1,898.00		1,955.20		2,013.44
Hourly	18.07		18.25		18.80		19.36
Overtime	27.33		27.60		28.43		29.27
Emerg OT	35.24		35.59		36.66		37.75
<u>STEP C</u>							
Annual	51,430.08	1.00%	51,943.84	3.00%	53,512.16	3.00%	55,107.52
Bi-Weekly	1,978.08		1,997.84		2,058.16		2,119.52
Hourly	19.02		19.21		19.79		20.38
Overtime	28.76		29.04		29.91		30.80
Emerg OT	37.09		37.46		38.59		39.74
<u>STEP D</u>							
Annual	54,107.04	1.00%	54,647.84	3.00%	56,297.28	3.00%	57,973.76
Bi-Weekly	2,081.04		2,101.84		2,165.28		2,229.76
Hourly	20.01		20.21		20.82		21.44
Overtime	30.24		30.54		31.46		32.39
Emerg OT	39.02		39.41		40.60		41.81
<u>STEP E</u>							
Annual	56,973.28	1.00%	57,541.12	3.00%	59,271.68	3.00%	61,056.32
Bi-Weekly	2,191.28		2,213.12		2,279.68		2,348.32
Hourly	21.07		21.28		21.92		22.58
Overtime	31.83		32.15		33.11		34.10
Emerg OT	41.09		41.50		42.74		44.03
<u>STEP F</u>							
Annual	59,974.72	1.00%	60,569.60	3.00%	62,381.28	3.00%	64,247.04
Bi-Weekly	2,306.72		2,329.60		2,399.28		2,471.04
Hourly	22.18		22.40		23.07		23.76
Overtime	33.50		33.83		34.83		35.87
Emerg OT	43.25		43.68		44.99		46.33

SALARY SCHEDULE APPENDIX

CAPTAINS - PARAMEDIC

RANGE 17-7

	2012 Rate	2013		2014		2015	
		Inc	Rate	Inc	Rate	Inc	Rate
<u>STEP A</u>							
Annual	46,427.68	1.00%	46,887.36	3.00%	48,293.44	3.00%	49,753.60
Bi-Weekly	1,785.68		1,803.36		1,857.44		1,913.60
Hourly	17.17		17.34		17.86		18.40
Overtime	26.12		26.37		27.15		27.96
Emerg OT	33.48		33.81		34.83		35.88
<u>STEP B</u>							
Annual	48,861.28	1.00%	49,348.00	3.00%	50,835.20	3.00%	52,349.44
Bi-Weekly	1,879.28		1,898.00		1,955.20		2,013.44
Hourly	18.07		18.25		18.80		19.36
Overtime	27.47		27.74		28.56		29.40
Emerg OT	35.24		35.59		36.66		37.75
<u>STEP C</u>							
Annual	51,430.08	1.00%	51,943.84	3.00%	53,512.16	3.00%	55,107.52
Bi-Weekly	1,978.08		1,997.84		2,058.16		2,119.52
Hourly	19.02		19.21		19.79		20.38
Overtime	28.89		29.18		30.05		30.93
Emerg OT	37.09		37.46		38.59		39.74
<u>STEP D</u>							
Annual	54,107.04	1.00%	54,647.84	3.00%	56,297.28	3.00%	57,973.76
Bi-Weekly	2,081.04		2,101.84		2,165.28		2,229.76
Hourly	20.01		20.21		20.82		21.44
Overtime	30.38		30.68		31.59		32.52
Emerg OT	39.02		39.41		40.60		41.81
<u>STEP E</u>							
Annual	56,973.28	1.00%	57,541.12	3.00%	59,271.68	3.00%	61,056.32
Bi-Weekly	2,191.28		2,213.12		2,279.68		2,348.32
Hourly	21.07		21.28		21.92		22.58
Overtime	31.97		32.28		33.24		34.23
Emerg OT	41.09		41.50		42.74		44.03
<u>STEP F</u>							
Annual	59,974.72	1.00%	60,569.60	3.00%	62,381.28	3.00%	64,274.08
Bi-Weekly	2,306.72		2,329.60		2,399.28		2,472.08
Hourly	22.18		22.40		23.07		23.77
Overtime	33.63		33.96		34.97		36.02
Emerg OT	43.25		43.68		44.99		46.35

