

STATE EMPLOYMENT  
RELATIONS BOARD

2016 JAN -5 P 1:59

Collective Bargaining Agreement

Between

THE CITY OF TWINSBURG

and

IAFF TWINSBURG FIRE CAPTAINS

April 1, 2015  
Through  
December 31, 2017

K 32917

2275-08

14-MED-12-1687

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**ARTICLE I**  
**PREAMBLE**

Section 1.01 This Agreement is hereby entered into by and between the City of Twinsburg, Ohio, hereinafter referred to as the "Employer" and the International Association of Firefighters, Local 3630, AFL-CIO, hereinafter referred to as "Captains". The purpose of this Agreement is to:

- 1) Insure the orderly and uninterrupted operations;
- 2) Promote improved efficiency and service to the citizens of the City of Twinsburg;
- 3) Mutually determine the wages, hours, and terms and conditions for which the Employer and Captains desire to negotiate for Bargaining Unit Employees; and
- 4) Provide a basis and mechanism for the adjustment of matters of mutual interest.

**ARTICLE 2**  
**RECOGNITION**

Section 2.01 The Employer hereby recognizes the Captains as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for the bargaining unit certified by the State Employment Relations Board in accordance with Chapter 4117 of the Revised Code which includes all Captains of Suppression, Prevention or Administrative. All Management level, supervisory and all other Employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

**ARTICLE 3**  
**CAPTAINS MEMBERSHIP, MEETINGS AND DUES**

Section 3.01 The Employer agrees to deduct from each payroll, dues, fees and assessments in an amount certified to be current by the Secretary/Treasurer of the Local Captains, from the pay of those Employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the Employer to the Secretary/Treasurer of the Captains in the full amount deducted.

Section 3.02 The Employer agrees to require a member of the Fire Department, who is a Captain of Suppression, Prevention or Administrative, as a condition

of employment, to pay the Captains Union, by way of payroll deduction, a Fair Share Fee as determined by the Secretary/ Treasurer of the Captains, but not to exceed the initiation fees, dues and/or assessments paid by the Captains members.

Section 3.03 Any individual Employee who objects to joining or financially supporting the Captains, based on some bona fide religious tenets or teachings of a church or religious body of which such Employee is a member, and has historically held such objections, and is tax exempt, will be required to inform the Employer and the Captains of his/her objection. The Employee will meet with representatives of the Captains and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to Captains dues, initiation fees and assessments to a non-religious charity. The Employee shall furnish written proof to the Employer and the Captains that this has been done.

Section 3.04 There shall be no discrimination, interferences, restraint or coercion by the Employer against any Employee for his/her activity on behalf of, or membership in, the Captains. Membership in the Captains is not compulsory. Members of the bargaining unit have the right to join or not to join the Captains as each may decide. Neither party shall coerce nor discriminate against an Employee in this regard.

Section 3.05 The Employer shall not interfere with or prevent a meeting of any of the members and their representatives on City property for Captains business and such meeting time and place shall be presented to the Chief in advance, for approval shall not be unreasonably withheld.

Section 3.06 Upon reasonable advance notice, the President, Vice-President and/or designee representing the Captains shall be granted up to thirty-two (32) hours each calendar year to perform their Captains functions, including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, legal proceedings, official Captains business and activities related to grievance procedures without loss of pay, providing verification in advance to the Chief by the Captains President, and provided further that no overtime or additional cost is required to be paid by the Employer for this accommodation, unless approved in advance by the Chief.

Section 3.07 Members of the Captains Contract Committee, which can be up to Two (2), based on the number of full-time Employees, elected or appointed by the Captains, shall have authorization to attend all meetings which are arranged by the Employer and the Captains without loss of pay.

Section 3.08 The Captains shall indemnify and hold the City harmless against any and all claims, damages, suits and other forms of liability that might

arise out of action(s) taken by the City under the provisions of this Section or upon any notice furnished the City by the Captains for the purpose of complying with this Section. The Captains agrees to reimburse the City for reasonable attorney's fees expected by the City in defense of its action(s) under this Section.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

Section 4.01 Not by way of limitation of the following paragraph, but only to indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the rights to: 1) hire, assign, discharge, transfer, suspend and discipline Employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of Employees covered by this Agreement; 4) make any and all reasonable rules and regulations; 5) determine the work selection, retention and promotion of Employees to or for positions within the bargaining unit established by this Agreement; 6) determine the type of equipment used and the sequence of work processes; 7) determine the making of technological alterations by revising either process or equipment, or both; 8) determine work standards and the quality and quantity of work to be produced; 9) select and locate building and other facilities; 10) establish, expand, and transfer work processes and facilities; 11) to determine the organizational structure; and 12) to determine the necessity for overtime.

Section 4.02 The City's failure to exercise any right, prerogative, or function hereby reserved to it, or the exercise of any such right, prerogative, or function in a particular manner, shall not be considered a waiver of the City's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other manner.

#### **ARTICLE 5** **WORKWEEK**

Section 5.01 The regular work week shall be forty-eight (48) hours per week on a traditional twenty-four (24) hours on forty-eight (48) hours off schedule for those Employees assigned to fire suppression duties. No shift Employee shall be scheduled more that forty-eight (48) hours straight. The starting time of a shift Captain will be 0700 hours and the Administrative Captain will be based on the operation and assignments. The regular work week for employees assigned to fire prevention or administrative duties shall be forty (40) hours.

Employees may, with the Chief's approval, work either five (5), eight (8) hour days per week or four (4), ten (10) hour days per week. In either

schedule, holidays and other leave with pay shall be calculated in hours, based on five (5) eight (8) hour days per week.

Section 5.02 For those assigned to fire suppression duties, in accordance with the Fair Labor Standards Act, the work cycle shall consist of twenty-one (21) days with each Employee receiving one (1) twenty-four (24) hour "Kelly" day off in each cycle period.

Section 5.03 Employee shall have the right to exchange shifts in increments of one hour provided the City incurs no cost as a result of the trade. Employees may make a written request to change their regularly scheduled "Kelly" day. Such request shall be made a minimum of sixty (60) days prior to the posting of the schedule in which the change is requested. Approval for the change shall not be unreasonably denied.

Section 5.04 Trades must be made in increments of one (1) hour, with a one (1) hour minimum.

No member may use more than two (2) variations of time off in a twenty-four (24) hour period, which includes but not limited to compensatory time, holiday time, and trades.

No trade can result in more than forty-eight (48) hours of scheduled shift time to be worked by any individual involved in the trade time.

Members are responsible to track their own trades and do not have to pay them back in the year they started.

All requests for trade time are subject to operational needs. The Chief may approve the trade, but no approval shall be unreasonably withheld.

Section 5.05 Sick leave (other than injury leave and bereavement leave) shall not be counted as "time worked" for purposes of overtime in any work week (Sunday through Saturday). This sick leave exclusion shall not apply to Captains who have been called-in, or called-back or whom the Department scheduled for overtime after the sick leave has occurred, or who has had his/her schedule changed by the Department to work on his/her day off after the sick leave has occurred, Any time worked in excess of the employee's regular schedule shall be approved by the Chief.

**ARTICLE 6**  
**CALLBACK TIME**

Section 6.01 Overtime at the end of a shift shall be compensated at overtime rate for time actually worked. Employees who are required to report to work within sixty (60) minutes of the start of their scheduled shift shall receive pay for time actually worked. Employees who report at times not contiguous with their regular shift or more than one (1) hour prior to their regular shift shall receive three (3) hours of pay or hours actually worked at the overtime rate.

Section 6.02 Employees who report to a call back on a "City Holiday" shall receive a minimum of four (4) hours of pay or hours actually worked at the overtime rate.

**ARTICLE 7**  
**SENIORITY**

Section 7.01 Seniority for a full-time Employee shall be that Employee's length of continuous full-time service with the City of Twinsburg Fire Department. For the purpose of calculating length of service, the date of an Employee's service shall be counted from his/her most recent date of hire.

Section 7.02 Seniority shall be broken when an Employee:

- a. Quits or resigns;
- b. Is discharged;
- c. Is laid off more than one (1) year;
- d. Is absent without notice for five (5) consecutive duty days;
- e. Fails to report for work when recalled from layoff within ten (10) calendar days from the date on which the City sends or delivers the Employee notice (to such Employee's last known address as shown on the City's records).

Section 7.03 Probationary Period

- a. All new Captains promoted after the effective date of this Agreement shall be considered to be on probation for a period of twelve (12) months from the date of promotion. If the conduct, capacity, fitness or aptitude of a probationary Employee is unsatisfactory, he may be returned to previous rank at the sole discretion of the appointing authority at any time. Such demotion shall not be subject to the grievance procedure. Any leave of absence over thirty calendar days will extend the probationary period by the amount of the leave.

Section 7.04 Seniority for the purposes of this Section shall be that Employee's length of continuous full-time service in the position of Captain with the City of Twinsburg Fire Department. For the purpose of calculating length of service, the date of an Employee's service shall be counted from his/her most recent date of promotion.

For the term of this Agreement, in the case of a personnel reduction, the Employee with the least seniority within the classification affected by layoff shall be laid off first. That Employee shall then be able to bump an Employee with less seniority in the next lower classification. For example, if a layoff occurs, the least senior Captain may bump into the Lieutenant classification provided he has more seniority than the least senior Lieutenant. Employees shall be recalled in order of their seniority, regardless of their classification or position. No promotions shall be made until laid off Captains have been given ample opportunity to return to work.

## **ARTICLE 8** **COMPENSATORY TIME BANK**

Section 8.01 Employees shall have the option of receiving overtime pay out or convert to compensatory time. Any compensatory time accumulated, at the employee's request, shall be paid out up to four (4) times per calendar year at set times designated by the Finance Department. Any employee that has accumulated more than two hundred forty (240) hours in their compensatory time bank must cash out time to reduce their bank to two hundred forty (240) hours or less at each of the four cash out dates established by the Finance Department. Additionally, regardless of the cash out dates, no employee is permitted to carryover in excess of two hundred forty (240) hours into a new year. Should the employee's compensatory time bank exceed two hundred forty (240) hours in December, the Finance Department shall automatically reduce the time bank to 240 hours and pay out the employee.

Section 8.02. Compensatory Time usage shall be governed by the rules mutually established by the parties provided such usage does not generate overtime.

## **ARTICLE 9** **BULLETIN BOARD SPACE**

Section 9.01 The Employer shall provide 36" x 24" of space on bulletin boards and space for a filing cabinet for the use of the Captains at each fire station at convenient locations accessible to Employees. Materials of a derogatory or objectionable nature shall be removed.

**ARTICLE 10**  
**PRINTING AND SUPPLYING AGREEMENT**

Section 10.01 This Agreement and any future Agreement shall be printed and supplied to each Employee by the Employer within thirty (30) working days at no cost to the Employee. A digital copy shall be provided to the Captains.

**ARTICLE 11**  
**EMPLOYEE STATUS**

Section 11.01 The Employer shall submit written notice to the Captains, as needed, of the name, job title, company, station and effective date of actions affecting Employees as follows:

- a. appointment of new Employees;
- b. promotion;
- c. transfer;
- d. suspension;
- e. termination by type (retirement, disability, voluntary, with cause);
- f. authorized leave of absence without pay for one (1) month or more;
- g. Medical leave of absence for one (1) month or more.

Section 11.02 The Employer shall maintain and post annually a current seniority list. This list shall be used whenever called for by specific Articles and Sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Captains.

Section 11.03 The Employer shall maintain a catalogue of the descriptions of positions within the bargaining unit and forward copies within a reasonable period of time to the Captains upon their request. The City will discuss any proposed changes or additions to bargaining unit job descriptions in Labor-Management meetings.

**ARTICLE 12**  
**CONTRACTING OUT**

Section 12.01 The Employer shall not contract out bargaining unit work unless it is determined the unit is unable to adequately provide the necessary service. This does not prohibit the use of part time Employees as is currently utilized today.

**ARTICLE 13**  
**PREVAILING RIGHTS**

Section 13.01 All rights, privileges, and working conditions enjoyed by the Employees at the present time which are not included in this Agreement shall

remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent. This is not intended to preclude the City from establishing reasonable work rules.

Section 13.02 The Employer and the Captains acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, for the life of this Agreement, the Employer and the Captains each agrees that the other shall not be obligated to bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

#### **ARTICLE 14** **PROMOTIONS**

Section 14.01 The following procedure shall govern all promotions within the Fire Department:

- a. The requirements for an applicant to be eligible to take a promotional test for Captain will be a minimum of five (5) years of fulltime service with the City of Twinsburg Fire Department as a Lieutenant or ten (10) years of actual fulltime service with the City of Twinsburg Fire Department as a Firefighter/Paramedic by the date of the promotional exam..
- b. All examinations shall be impartial and shall relate to those matters which will test fairly the candidate to discharge the duties of the position to be filled. Promotions shall be based on Twinsburg Civil Service Rules when said rules are not in conflict with this Article.
- c. Text and reference materials that may be used for studying purposes will be made available to each eligible Employee that has applied no later than forty-five (45) calendar days prior to the examination. The oral examination shall be given by a three (3) member panel. Questions shall be in keeping with knowledge and requirements for the rank considered. Promotional examinations shall be held on a Saturday morning or weekday evening.

- d. Announcements for promotional examinations shall be posted in each fire station thirty (30) days prior to the closing date for applications. Applications received after the closing date will not be considered.
- e. All applicants will be notified of their final score and their relative standing. The period of eligibility of the promotional list shall be for two (2) years.
- f. If a current list exists and a vacancy exists, it shall be filled within thirty (30) calendar days.
- g. A promoted Employee shall serve a probationary period of twelve (12) months. If, during that period, the Employee fails to perform satisfactorily the duties of the new position, he or she will be permitted to return to his/her original position without loss of seniority.

Section 14.02 Any Firefighter or Lieutenant promoted to a higher rank shall receive sufficient uniform upgrades as may be needed to provide such Officer with proper identification of new rank. The Employer shall provide him/her with an appropriate upgrade to Class "A" uniform at no cost to the Employee, it shall not be charged against his/her clothing allowance.

#### **ARTICLE 15** **ASSIGNMENT DURING DISABILITY (LIGHTDUTY)**

Section 15.01 Any Employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached his/her normally assigned position, not to exceed ninety (90) calendar days. Availability of light duty will be at the Chief's discretion.

Any Employee on light duty does not respond to the scene of any call. If light duty is not available in the Fire department, the Employee may be assigned to another City department(s), if available, during the daytime work schedule.

#### **ARTICLE 16** **DISCIPLINE AND DISCHARGE**

Section 16.01 No Employees shall be disciplined or discharged without just cause. Just cause for purposes of this Article shall mean that the City was not arbitrary, capricious or discriminatory in establishing Discipline.

Discipline may be appealed in accordance with the provisions of the Grievance Procedure.

Upon completion of an investigation of possible or alleged misconduct, if such is determined necessary, the City shall prepare and provide written charges to the employee at least five calendar days prior to a pre-disciplinary hearing. At this pre-disciplinary hearing, the employee, along with a Captains representative(s) and/or legal counsel, shall have an opportunity to respond to the written charges. A pre-disciplinary hearing shall only be required if the employee is subject to a suspension, demotion, or discharge.

The Employee and Captains shall be entitled to a copy of the transcript from the hearing at no cost.

Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

Prior to a pre-disciplinary hearing, the City may conduct an investigation, including an interview with the employee being investigated. This investigatory interview shall not be construed as a pre-disciplinary hearing and therefore requires no formal charges or notice requirements. However, the employee is entitled to Captains representation during this investigatory interview. Employees have an obligation to cooperate in any such investigations.

Section 16.02 Progressive discipline shall generally be administered for minor offenses. However, the level of discipline may vary depending on the number, nature and seriousness of the offense(s) and the employee's past record of discipline and performance. Any step in the progressive disciplinary process may be repeated for minor violations.

An employee may be suspended, demoted or discharged for violations of major standards of conduct without regard to the progressive disciplinary procedure.

Discipline may include:

- 1) Counseling;
- 2) Verbal Reprimand;
- 3) Written Reprimand;
- 4) Suspension;
- 5) Demotion
- 6) Discharge.

**ARTICLE 17**  
**GRIEVANCE PROCEDURE**

Section 17.01 Every Employee shall have the right to present his/her grievance in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his/her own choosing 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.

Section 17.02 For the purposes 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 alleged misapplication or misinterpretation of only the specific and express written provisions of this Agreement.
- b. Aggrieved Party - The "aggrieved party" shall be defined as only any Employee or group of Employees within the bargaining unit actually filing a grievance.
- c. Party in Interest - A "party in interest" shall be defined as any 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.

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

- a. Except at Step 1, all grievances shall include: 1) the names and position of the aggrieved party; 2) the identity of the provisions of involved in the grievance; 3) the time and place where the alleged events or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- b. Except at Step 1, 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/her representative, if any.
- c. Where an alleged grievance affects a group of employees, one employee shall be designated as a grievant of record for purposes of meetings in this article. Grievances may be filed at the level at which the decision was made.
- d. The preparation and processing of grievances shall be conducted only during non-working hours of the tour of duty.
- 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, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f. The grievant may choose whomever he wishes to represent him/her at any step of the grievance procedure.
- g. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any Employee to pursue the remedies herein provided and shall not impair or limit the right of any Employee to pursue any other remedies available under law, except that any Employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- h. This procedure shall be available for disputes concerning discipline and actions which involve suspension of more than five days, demotions or removal.
- i. 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 limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

- j. 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.

Section 17.04 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1 An Employee who believes he/she may have a grievance shall notify his/her Chief in writing within ten (10) days of his/her knowledge of the facts, giving rise to the grievance, that a potential grievance exists. The Fire Chief and/or his/her designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his/her representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Fire Chief shall issue a written decision to the Employee, with a copy to the Employee's representative, if any, within fifteen (15) days from the date of the meeting.

Step 2 If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor and/or his/her designee shall convene a meeting within fifteen (15) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his/her representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor and his/her designee shall issue a written decision to the Employee, with a copy to the Employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he/she may proceed to arbitration pursuant to the Arbitration Procedure contained in Article 18.

Section 17.06. Prior to proceeding to Arbitration, the Captains and Employer may mutually agree to submit to grievance mediation as agreed to between the parties. Either party may request a list of mediators from FMCS from which to select a mediator, or the parties may mutually agree upon a mediator.

All grievances that have been appealed to arbitration may be referred to mediation unless either party determines not to mediate a particular grievance. Referral to mediation automatically stays the arbitration procedure.

1. Cases will be scheduled in a manner which assures that the mediator will be able to handle multiple cases on each date unless

otherwise mutually agreed. The parties agree not to hear more than five (5) cases a day.

2. The Captains may select the Bargaining Unit members that it wants at mediation. Each party may have no more than three (3) representatives present at the mediation. The grievant will have the right to be present at the Mediation session.
3. Mediation efforts will be informal in nature and shall not include the taking of oaths, written opinions and the proceedings may not be recorded. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting. In the event that a mediated grievance is appealed to arbitration, no reference may be made in the arbitration proceeding to the fact that a mediation conference was or was not held, or in the event the parties do not mediate a grievance, then no reference may be made to the fact the parties did or did not agree to mediate a grievance. Nothing said or done by the mediator nor any settlement offer put forth by either party may be referenced or introduced into evidence at the arbitration hearing.
4. At the mediation conference, the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance within the parameters of the collective bargaining agreement. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. If a settlement is reached, a settlement agreement will be entered into at the mediation conference. The mediator shall not have authority to compel the resolution of a grievance. If a grievance remains unresolved at the end of the mediation meeting, the mediator will provide an oral statement regarding how he/she would rule in the case based on the facts presented to him/her.
5. The dates, times, and places of mediation sessions will be determined by mutual agreements of the parties. Each party shall designate a representative responsible for scheduling a mediation session.
6. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. The parties shall share fees and expenses for grievance mediation equally.

**ARTICLE 18**  
**ARBITRATION PROCEDURE**

Section 18.01 Within ten (10) days of receiving the answer at Step 3 (or default at Step 3 by the Employer), the Captains may refer the grievance to final and binding arbitration by submitting a request to the Federal Mediation and Conciliation Service for a list of seven (7) local arbitrators. Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking names, either party shall have the option to reject the list of names provided by the FMCS and request another. Each party may make only one rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. First strike shall be determined by a coin toss. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees for obtaining lists shall be shared by the parties, except that fees for secondary lists shall be paid by the party rejecting the primary list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

Section 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 is contrary to law or violates any of the terms and conditions of this Agreement.

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

Section 18.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 18.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 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 binding upon the parties.

Section 18.07 No new issues or defenses may be raised at or after the arbitration hearing. The parties must submit a list of witnesses and exhibits that are known at least 48 hours prior to the hearing or as soon as possible

thereafter. The parties shall agree to a submission agreement upon selection of the arbitrator.

Section 18.08 The arbitrator may sustain a grievance if it is determined that the City was arbitrary, capricious, or discriminatory in the application of the specific terms of this agreement. The arbitrator shall confine his/her award to the provisions of the Labor Agreement.

## **ARTICLE 19** **WORKING OUT OF CLASSIFICATION**

Section 19.01 Whenever a Captain is assigned out of classification to the Chief's position for more than fourteen (14) consecutive calendar days, the Captain will be paid two dollars (\$2.00) per hour for all hours so assigned, in addition to his/her regular pay.

## **ARTICLE 20** **TUITION REIMBURSEMENT AND EDUCATION PAY**

Section 20.01 The Employer will reimburse all Employees for the costs incurred for books, fees, and tuition upon successful completion of courses related to the fire service area and for all courses necessary to complete degrees in fire service areas with advanced approval of the City. Such reimbursement shall not exceed \$4,000 per academic year. An Employee shall only be reimbursed if he/she obtains a grade of "C" or better.

Section 20.02 Employees must follow the rules established by the City for reimbursement of expenses. Expenses without a receipt, submitted in an untimely manner, or that do not comply with City procedures shall not be paid.

Section 20.03 Employees are eligible for education pay based upon the level of educational attainment as follows: Ohio Fire Executive Certification, (OFE) Executive Fire Officer Certification (EFO) or Associate's Degree, \$500; Bachelor's Degree, \$750; Master's Degree, \$1,250. Such educational pay shall be a lump sum payment made annually in the January following attainment of the degree.

Captains promoted before April 1, 2015 shall have such educational pay converted to an hourly rate for purposes of payment. Captains promoted on or after April 1, 2015 shall be eligible for a one-time education bonus for degrees earned in the amount as provided for set forth herein.

**ARTICLE 21**  
**COMPENSATION AT RESIGNATION,  
DISMISSAL, RETIREMENT OR LAYOFF**

Section 21.01 The Employee who resigns, retires, is laid off, dismissed or upon death, is eligible and shall be compensated accordingly for all his/her accumulated overtime, compensatory time, holiday time, vacation time, longevity pay and sick leave at the time of leaving the City, and any other pay normally received in the course of his/her employment, which will include his/her pro rate pay due for the current year at his/her current rate of pay. All payments are to be made within thirty (30) calendar days of his/her last date of employment.

**ARTICLE 22**  
**SICK LEAVE**

Section 22.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness, or injury in the employee's immediate family; and/or 4) medical, dental or optical consultation or treatment of an employee. Sick leave will be approved for an immediate family member only where the presence of the employee is required to care for such family member.

An employee may not substitute sick leave for vacation, compensatory time, or holiday time once he has been approved for such vacation, compensatory time, or holiday time except in instances where the employee's absence is for a FMLA qualifying reason excluding an intermittent FMLA leave.

Any Employee incurring a non-duty sickness or disability shall receive sick leave with full pay. Sickness or disability covered by workers compensation shall not be charged to the accumulative sick leave of the Employee up to ninety (90) calendar days unless mutually agreed by the parties pursuant to Article 25.

Section 22.02 Employees shall accrue twelve (12) hours of sick leave for each month in paid status. The amount of sick leave earned will be pro-rated to account for any period in unpaid status.

Section 22.03 Employees shall be compensated in cash at their regular rate of pay for fifty percent (50%) of any unused accumulation of sick leave up to a maximum of one thousand four hundred forty (1,440) hours for forty (40) hour Employees and one thousand seven hundred -forty (1,740) hours

for Employees working a forty-eight (48) hour work week when they are permanently separated from service by retirement.

In the event of the death of a full-time employee, any unused accumulation of sick leave, up to a maximum of one thousand four hundred forty (1,440) hours for forty (40) hour Employees and one thousand seven hundred -forty (1,740) hours for Employees working a forty-eight (48) hour work week, shall be compensated in cash at their regular rate of pay for one hundred percent (100%) of the remaining benefits hereunder shall be paid first directly to his surviving spouse or if there is none, then to his estate as a lump sum, single payment.

A permanent disability of fifty percent or more, recognized by the State of Ohio Industrial Commission, State Police and Fire Pension Board or competent physicians of both the City and the employee shall qualify a full-time employee for a lump sum payment of accumulated sick leave, up to a maximum of one thousand four hundred forty (1,440) hours for forty (40) hour Employees and one thousand seven hundred -forty (1,740) hours for Employees working a forty-eight (48) hour work week, when such employee separates from service with the City by reason of disability. To qualify for a lump sum payment upon retirement, the retirement must be established and recognized by the Ohio Public Employee's Retirement System or an appropriate Police and Firemen's Pension Plan and program of this State for full-time employees.

Section 22.04 The Fire Chief, at his/her discretion, may require that any member requesting Sick Leave furnish or submit to him/her any or all of the following before the Fire Chief shall approve any request for Sick Leave:

1. A statement from the member specifying:
  - a. the nature of any claimed illness or injury;
  - b. the name, address, and telephone number of any medical practitioner treating said illness or injury;
  - c. the anticipated number of sick leave days required to treat said illness or injury;
  - d. return to work authorization from the member's treating physician containing the information as above specified, and/or that;
  - e. the member submits to a physical examination by a physician of the City's choice.

A member who reports him/herself absent from the assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of his/her absence inconsistent

with the disability, nor may he/she return to such outside employment until he/she returns to work or receives permission from the Chief.

The Chief may require an Employee who has been absent due to personal illness or injury, prior to and as a condition of his/her return to duty, to be examined by a physician, designated and paid for by the Employer to establish that he, the Employee, is physically able to perform his/her normal duties or that his/her return to duty will not jeopardize the health and safety of other Employees.

Section 22.05 Employees, at their discretion, who have accumulated and not used a minimum of 432 hours for forty-eight (48) hour Employees or 360 hours for forty (40) hour Employees, shall be allowed to "cash out" any or all of their unused Sick Leave hours which were earned in the current calendar year at fifty percent (50%) of their regular hourly rate in December of any given year. Any hours that are 'cashed out' shall be deducted from the employee's sick time accrual at full value.

Employees must have accumulated and have available for use at least 288 hours for forty-eight (48) hour Employees or 240 hours for forty (40) hour Employees of sick leave after employee has been compensated in cash.

Section 22.06 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 and consistent with City Policy. During such leave the employee shall continue to receive health care insurance.

## **ARTICLE 23** **COMPASSIONATE LEAVE**

Section 23.01 An Employee shall be allowed one (1) tour of duty, a minimum of four (4) consecutive calendar days, off with pay in the event of death in the immediate family which shall be limited to "immediate family" members as defined in City Ordinance. For purposes of this Article, "immediate family" are the following: spouse, son, daughter, brother, sister, parent, grandparent, grandchild, grandparent-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, step sister, step brother, step son, step daughter.

**ARTICLE 24**  
**EDUCATION**

Section 24.01 Employees shall be granted leave with pay for education purposes to attend conferences, seminars, briefing sessions, or other functions or a similar nature that are intended to improve, maintain or upgrade the individual's certifications, skill and professional ability with prior approval of the Fire Chief. The City may change an employee's schedule during periods of training.

Section 24.02 Employees who successfully complete mutually agreed to and approved training in an amount that exceeds the minimums indicated on the table below, by 24 aggregate hours, shall receive a bonus of up to \$400. The hours will be calculated from October 1 of the previous year to September 30 of the current year. The bonus payment will be made in a lump sum during November of the current year.\*

<b>Training</b>	<b>Hours</b>	<b>Bonus</b>
Paramedic	30	Required
Firefighter	18	
Additional Aggregate Hours	24	\$300
Fire Instructor - CE	2	\$50 for both
Fire Instructor - Hours Instructing	8	
Fire Safety Inspector	10	\$50

\*Notwithstanding the foregoing, the parties acknowledge that all members have reached the \$300 education bonus for 2015.

**ARTICLE 25**  
**JOB-RELATED MEDICAL LEAVE OF ABSENCE**

Section 25.01 When an Employee is injured in the line of duty while actually working for the Employer, he/she shall be eligible for a paid leave not to exceed Seven Hundred and Twenty (720) hours, providing he files for Workers' Compensation and signs a waiver assigning to the Employer (temporary total benefits) he would ordinarily receive as his/her weekly compensation as determined by law for those number of weeks he receives benefits under this Article. Employees may not work in a paid or unpaid capacity outside of the City while on paid injury leave from the City except with the prior permission of the Chief. Employees must further seek medical attention from a certified medical professional within 14 calendar days of the injury and follow the directives of their

physician while on paid injury leave. In no event shall an employee be permitted to work while on injury leave in a capacity that is inconsistent with their medical restrictions.

Section 25.02 The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the Employee is unable to work due to the injury as a condition precedent to the Employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the Employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

Section 25.03 During such leave of absence, the Employer will maintain regular payments into medical and pension plans to ensure continued coverage for the employee and any dependents. Seniority, vacation benefits and pension credits shall be given for the time spent on such a leave of absence.

## **ARTICLE 26** **HEALTH BENEFITS**

Section 26.01 Throughout the term of this Agreement the City shall offer the same health insurance options and level of benefits for the bargaining unit that are offered to other employees of the City. Employees may select single or family coverage, based on their eligibility.

Section 26.02. The parties agree that the current employee contributions for the health care offerings shall remain in effect until March 1, 2015; effective March 1, 2015 the employee shall pay fourteen percent (14%) of the COBRA rate for the lowest deductible plan and ten percent (10%) of the COBRA rate for all other non-HSA offerings, including Prescription Drug coverage, offered by the Employer through payroll deduction.

Effective March 1, 2016 the Employer shall offer at least one PPO Plan and the Employee shall pay ten percent (10%) of the COBRA rate for the PPO Plan, including prescription drug coverage, offered by the Employer through payroll deductions for the duration of this Agreement.

Also effective March 1, 2015, and throughout the term of this Agreement the City shall offer a "High Deductible Health Plan" (HDHP). The City shall make an annual contribution, by March 1, 2015, and throughout the term of this Agreement, of no less than \$1,000 to the HSA account for those employees choosing a family coverage HSA health care option and \$500 to the HSA account for those employees choosing a single coverage HSA health care option. Annually during the open enrollment

period, employees will be permitted to cash out accrued sick time at 100% of the employees hourly wage in an amount equal to the maximum deductible of the HSA selected by the Employee less the City contribution. The City shall only increase the current maximum deductible for the HDHP in an amount as required by the I.R.S. However, should the deductible increase as contemplated herein, the City shall not be obligated to increase its annual contribution to employees set forth above.

**Section 26.03** The employer shall pay 100% of vision and dental coverage, including orthodontia, for the duration of this Agreement.

**Section 26.04** For purposes of health care insurance, the employee's immediate family shall include: his/her spouse and all unmarried dependent children to age twenty six (26). Additional persons may be added provided no additional costs are incurred by the Employer over and above "standard" family rates and to the extent permitted by the carrier.

**Section 26.05** Any substantial changes in the health plan coverage shall only be made at the start of a plan year. Should the Employer wish to substantially change the coverage or plan design, the Employer will provide thirty (30) days' notice to the Union prior to the change becoming effective, and offer an opportunity to negotiate over the change.

**Section 26.06** Health care insurance under other medical care entities and their plan may be offered to employees by the Employer. Employees shall have the option of enrolling in such plan on a voluntary basis. Employees 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 the amount provided for by City Ordinance Chapter 147 "Employees Generally".

**Section 26.07** Employees shall be eligible for all health benefits as of the first day of the month following the commencement of their employment.

**Section 26.08** Each employee shall be provided a term life insurance policy in the amount of Seventy-five Thousand Dollars \$75,000.

**Section 26.09** The Union shall have representation on the City's Insurance Cost Containment Committee (hereafter the "Committee"). The Committee's voting members shall consist of one representative from each bargaining unit within the City; non-union employees designated by the Administration in an amount equal to the number of bargaining units within the City ; and the Mayor (hereafter collectively the "Membership"). The Committee's mission shall be to seek ways to implement cost containment, to evaluate the current plans and explore options to

continue to provide quality health care choices to the City's employees while maintaining or reducing cost. The Committee's recommendations shall be advisory. Any recommendations of the Committee shall be afforded the greatest consideration by the City prior to making its ultimate decision.

The Committee shall annually elect a Chairperson, Vice-Chairperson and Secretary from its members who shall schedule meetings and set agendas. The Employer shall facilitate the Committee and make its health care representative reasonably available at its meetings as the Committee may deem appropriate. The Employer shall also provide the Committee information the Committee reasonably considers necessary to carry out its functions. Additionally, the Committee shall provide its written recommendation(s) to the City on or before November 1 each year with respect to the next plan year.

**Section 26.10** In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such examination occurs subsequent to the employee's shift.

**Section 26.11** Each employee in the bargaining unit shall be granted an individual membership to the City's Fitness Center.

## **ARTICLE 27** **SAFETY AND HEALTH TRAINING**

**Section 27.01** The Employer shall furnish two (2) complete sets of turnout gear to each Employee.

**Section 27.02** The Employer shall furnish and thereafter maintain, at no cost to the Employee, all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, and personal flashlights necessary to preserve and protect the safety and health of Firefighter.

**Section 27.03** All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this Agreement that provides the highest level of worker protection from among federal, state, provincial or voluntary consensus standards. A Committee composed of Bargaining Unit employees may evaluate and make a recommendation to the Chief regarding purchase, and selection of Personal Protective Equipment.

- Section 27.04 Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.
- Section 27.05 The Employer shall provide and thereafter maintain, at no cost to the Employee, station uniforms that meet the non-flammability criteria for char length and after-flame time in accordance with the provision set forth in NFPA 1500.
- Section 27.06 Employees shall receive an annual uniform allowance payable in January each year. Such amount shall be One Thousand Dollars (\$1,000) in 2015 and 2016. Said uniform allowance shall increase to \$1100.00 in 2017. Employees shall not submit receipts to the Finance Department.
- Section 27.07 The Fire Chief shall determine the initial uniform issue for all newly hired Firefighter. The City shall bear the cost of any mandated changes in the required uniform.
- Section 27.08 The Employer shall provide all employees with full and complete training in the safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The Employer agrees to provide a continuing program of safety and health education for all Employees to develop an ongoing safety awareness aptitude.
- Section 27.09 In the event of the introduction of new technology or other changes in work processes, the Employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment, consistent with the Fire Chief's existing training program.
- Section 27.10 The Employer agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices and ground ladders using IAFF recommended or equivalent test procedures by an independent testing company, other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. A copy of the test results shall be supplied to each member of the safety and health committee.
- Section 27.11 All Fulltime employees in the bargaining unit shall be granted an individual membership in the City's Fitness Center. Members may be required to utilize the Fitness Center during shift hours, to work within a fitness regimen established by the Chief. Such regimen shall be based upon the IAFF/LAFC recommended program.

Section 27.12 Upon promotion, each employee shall be given his/her old fire helmet to include the Twinsburg front shield, from the City and Fire Department without cost. Upon separation of employment after completing 10 years of service with the Fire Department an employee shall be eligible to receive his/her Fire Department helmet without cost. When an employee's helmet is taken out of service, the employee shall, upon his/her request, receive such helmet without cost.

## **ARTICLE 28** **MEDICAL SURVEILLANCE**

Section 28.01 The Employer agrees to develop and implement a program of systematic medical testing for potential work related illnesses or disabilities which may arise because of the nature of the work process and the exposure of the employees to dangerous substances. The program shall be established by the Labor-Management Committee and carried out without cost to the Employee. All medical records shall be kept confidential in accordance with applicable law.

Section 28.02 Employees who suffer occupational injury or disease arising out of or in the course of employment which makes it impossible or medically unsuitable to perform the duties of their present job shall retain their rate of pay if transferred to a lower rated job subject to the provisions of Article 25. Subsequent raises in pay, cost of living adjustments or other upward pay adjustments applying to the former position shall be granted as though the original job were still being held. Similarly, all other compensation related benefits shall be maintained at the same or higher level. Furthermore, every effort will be made to find an open position which the Employee can perform with little or no additional training. If necessary, however, the Employer will train such an Employee for the reasonable length of time necessary to qualify for the new job.

Section 28.03 If an Employee refuses any medical examination or biological monitoring process, the Employer shall inform the Employee of the possible health consequences involved. In no circumstances shall an Employee be required to sign a release statement or any language purporting to release the Employer from any liability under any law is a result of refusal to take the medical examinations or refusal to be involved in any biological monitoring activity. The Employee shall not be disciplined in any way.

## **ARTICLE 29** **MEDICAL PERSONNEL AT FIRE SCENE**

Section 29.01 The Employer agrees to make all reasonable attempts that an ambulance with trained medical personnel and life support equipment

shall be present at the scene of all structure fires, HazMat incidents, or emergencies.

### **ARTICLE 30** **JURY DUTY LEAVE**

Section 30.01 Any employee who is called for jury duty, either Federal, county or Municipal, shall be paid his or her regular salary, but shall sign over to the City any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, The employee shall notify his immediate supervisor as soon as possible following receipt of notice of jury duty. If jury duty falls within an employee's regular work shift and he is released from jury duty prior to the end of his shift, he shall be required to return to work following jury duty if it is reasonable to do so.

### **ARTICLE 31** **MINIMUM MANNING**

Section 31.01 A minimum of one (1) officer shall be present and in charge of each shift.

### **ARTICLE 32** **SAVINGS CLAUSE**

Section 32.01 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect. The City and Captains shall mutually agree upon a lawful alternative to any provision rendered unlawful.

### **ARTICLE 33** **NO STRIKE/NO LOCKOUT**

Section 33.01 The Captains shall not directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any Employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strike, picketing, or interference of any kind and any operation of the City.

Section 33.02 Any Employee who violates Section 33.01 shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

Section 33.03 The Captains shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and

endeavor to prevent or terminate any violation of Section 33.01 . In the event any violation of Section 33.01 occurs, the Captains shall immediately notify all Employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference at any operation of the City is prohibited and is not in any way sanctioned or approved by the Captains. Furthermore, the Captains shall also immediately advise all Employees to return to work at once.

Section 33.04 The City shall not lock out any Employees for the duration of this Agreement.

Section 33.05 Violation of any provision of this Article by an organized Captains effort shall be cause for the City to terminate this Agreement upon giving written notice to the Captains in addition to whatever the other remedies may be available to the City.

**ARTICLE 34**  
**LONGEVITY**

Section 34.01 All full-time employees shall receive, in addition to their regular compensation, a longevity allowance, which shall be converted to and added to the employee's hourly rate, from payroll accounts based upon the employee's length of service with the City, and payable beginning on the pay period following the employee's anniversary date in the year of such accrued service, as provided herein:

<u>Length of Service Time</u>	<u>Allowance</u>
Less than 6 years	\$0
6 years but less than 7 years	\$594
7 years but less than 8 years	\$702
8 years but less than 9 years	\$810
9 years but less than 10 years	\$918
10 years but less than 11 years	\$1,026
11 years but less than 12 years	\$1,134
12 years but less than 13 years	\$1,242
13 years but less than 14 years	\$1,350
14 years but less than 15 years	\$1,458
15 years but less than 16 years	\$1,566
16 years but less than 17 years	\$1,674
17 years but less than 18 years	\$1,782
18 years but less than 19 years	\$1,890
19 years but less than 20 years	\$1,998
20 years or longer	\$2,106

**ARTICLE 35**  
**WAGES**

Section 35.01 Employees shall be paid in accordance with the schedule marked Appendix A which represents a one-time increase of \$1,500 increase to step 6 only in year 2015 and a 3% increase to all steps in years 2015 through year 2017.

**ARTICLE 36**  
**VACATION**

Section 36.01 Vacation Leave

- a. Each Employee shall be entitled to a vacation after completion of one (1) year of continuous employment with the City. Each full-time, non-seasonal Employee shall earn vacation days in accordance with his/her length of service according to the schedule below. The days of vacation are in terms of working tours and five (5) days are considered to be two weeks of vacation.

<u>Years of Completed Service</u>	<u>Tours of Duty</u>
1 to 4	5
5 to 9	7
10 to 19	9
20 or more	12

- b. Vacations shall be taken only after having completed one (1) year of service to the City. Vacations are not cumulative and shall not be postponed until the following anniversary year unless there have been exceptional circumstances which cause postponement. A maximum of five (5) tours may be carried forward. In such cases, a request for a holdover must be made by letter and may be approved by the Mayor. All leave carried over must be taken within the first three (3) months of the next anniversary year, and shall be compensated at the rate of pay in effect at the time such leave was earned. All vacation time for the year should be scheduled in the previous December. Vacation not scheduled at that time will be taken only when the time off does not result in overtime unless approved by the chief.
- c. Absence due to sickness, injury or disability in excess of the time authorized for such purpose, may, at the request of the Employee, and with the approval of the Mayor, be charged against vacation leave.

- d. Vacation credit for periods of employment with the State or other political subdivision of the State, shall be given.
- e. Retired or deceased Employees shall be entitled to vacation for the months worked. The vacation pay shall be computed on the basis of one-twelfth of their entitled vacation as determined by subsection (a) hereof for each month in which the Employee worked a minimum of eighty-five (85) hours. In the instance of deceased Employees, the vacation pay shall be made to the deceased's estate.
- f. On termination of employment, the Employee shall be paid for the unused vacation balance. It is the declared intention hereof that terminating Employees may qualify for no more than a prorated vacation credit based upon their anniversary date and years service compared to their date of termination.
- g. All vacation leaves shall be taken at such times as may be approved by the Department Heads in accordance with existing Department Policy.

**ARTICLE 37**  
**DRUG TESTING**

Section 37.01 The parties agree that the City's current D.O.T. drug and alcohol policy pertaining to safety sensitive employees shall be applicable to Employees covered by this Agreement.

**ARTICLE 38**  
**DURATION OF AGREEMENT**

Section 38.01. This Agreement shall be effective as of the 1st day of April, 2015, and shall continue in full force and effect, until midnight, the 31<sup>st</sup> day of December 2017. It shall automatically be renewed from year to year thereafter, unless either party shall have notified the other in writing, at least sixty (60) days prior to the anniversary date that it desires to modify the Agreement.

An arbitrator-conciliator appointed pursuant to the provisions of Chapter 4117 of the Revised Code shall have authority to order increases in wage rates and other economic items commencing January 1st of the calendar year in which the preceding contract expired.

**ARTICLE 39**  
**HOLIDAYS AND PERSONAL DAY**

Section 39.01 In lieu of all City holidays, all members assigned to Fire Suppression shall be granted five (5) tours of duty off with pay. All holidays may be taken in increments of twenty-four (24) hours, or in increments of twelve (12) hours with the approval of the Chief subject to and otherwise in accordance with Departmental standards. Employees shall be paid at time and one half for all hours worked on the shift which begins at 7:00 a.m. on the following holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

An employee who works overtime on any Holiday shall be paid two and one quarter (2 ¼) times their regular rate for those hours.

Section 39.02 Employees who have unscheduled holidays by December 1<sup>st</sup> of the year in which the holiday falls, shall not take such holidays at any time which causes overtime unless approved by the Chief. Holidays not used by the end of the year are forfeited.

Section 39.03 All members may hold two (2) holidays in reserve for use as a two (2) twenty-four (24) hour tour personal days or may be used as four (4) twelve (12) hour personal shifts (0700 to 1900 or 1900 to 0700). At least one (1) hour notice must be given to use this personal day. The personal day may not be used on the following days if it would cause the staffing level to drop below the minimum manning level (specified in Article 31):

St. Patrick's Day	Labor Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Saturday and Sunday of Twin's Day Weekend	New Years Eve

Section 39.04 Up to two (2) holidays or personal days not taken prior to December 1<sup>st</sup> of each year, nor scheduled to be taken prior to the end of the year, shall be paid out in the first pay period of December.

**ARTICLE 40**  
**LABOR-MANAGEMENT COMMITTEE**

Section 40.01 In the interest of effective communication, either Party may request a Labor-Management Meeting by submitting a written request to the other party. Such meetings shall not occur more frequently than once per quarter unless otherwise mutually agreed. The written request shall include a proposed agenda of items for the discussion. A meeting shall be scheduled within ten (10) days of the date of the receipt of the written request at a mutually agreeable time.

Labor-Management Meetings shall be attended by no more than three (3) members of the bargaining unit and an equal number of management representatives. Other persons may attend these meetings upon the mutual agreement(s) of the Parties. These meetings shall not be regarded in any form as negotiation meetings.

Section 40.02 The purpose of such Labor-Management Meetings shall be limited to:

1. Discussing the administration of this agreement;
2. Discussing Grievances that have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreeable to the parties;
3. Disseminating general information of interest to the Parties;
4. Discussion ways to increase productivity and improve efficiency; and
5. Considering and discussion health and safety matters relating to Employees.

**ARTICLE 41**  
**RIOT CONTROL**

Section 41.01 In case of emergency(ies), such as acts of God, riot, flood, civil disorder, and other similar acts, the Captains agrees that the Employer reserves the right to temporarily suspend the provisions of this Agreement, except those pertaining to economic issues, in order to respond to such emergency(ies).

Section 41.02 In case or riot or civil disturbance within the City of Twinsburg or in any City, Township or Village that has, or may have in the future, mutual aid agreements, the members of this unit shall not be deputized as law enforcement officers, or be required in any manner to bear arms against any citizen of the United States, except in the performance of duty as member of the Armed Forces of the United States. During the herein mentioned emergency, members of this unit shall perform Firefighter or related duties and is shall be the City's responsibility to provide protection

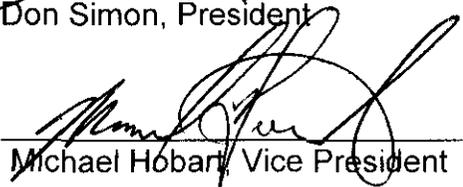
to the unit members so engaged in their duties. If such protection cannot be provided, than the unit will not go or will return if already in a riot or civil disturbance area.

**EXECUTION**

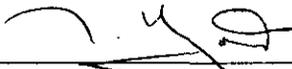
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 11<sup>th</sup> day of December, 2015.

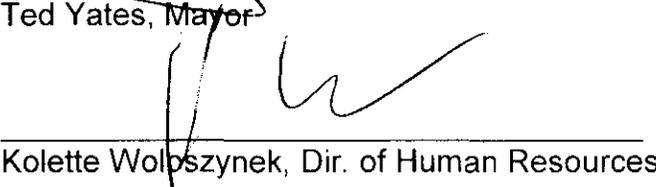
**FOR THE CAPTAINS:**

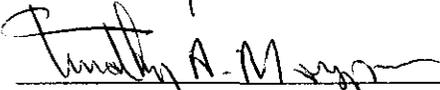
  
\_\_\_\_\_  
Don Simon, President

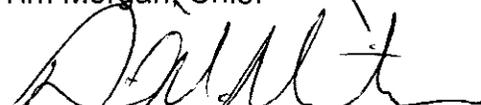
  
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Michael Hobart, Vice President

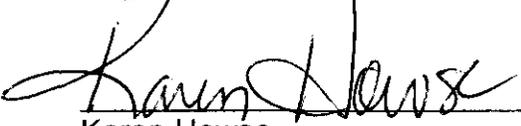
**FOR THE CITY OF TWINSBURG:**

  
\_\_\_\_\_  
Ted Yates, Mayor

  
\_\_\_\_\_  
Kolette Woloszynek, Dir. of Human Resources

  
\_\_\_\_\_  
Tim Morgan, Chief

  
\_\_\_\_\_  
David M. Maistros

  
\_\_\_\_\_  
Karen Howse

**INTERNATIONAL ASSOCIATION OF FIRE CAPTAINS LOCAL 3630 WAGES ARTICLE 35.01 APPENDIX A**

	<b>April 1, 2015 - December 31, 2015 - 3%</b>					
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>	<b>Step VI</b>
<b>Captains</b>	\$69,186	\$72,932	\$76,150	\$78,823	\$82,042	\$86,805
2080 Hours	\$33.2626	\$35.0634	\$36.6107	\$37.8958	\$39.4431	\$41.7332
2496 Hours	\$27.7188	\$29.2195	\$30.5089	\$31.5798	\$32.8692	\$34.7776

	<b>January 1, 2016 - December 31, 2016 - 3%</b>					
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>	<b>Step VI</b>
<b>Captains</b>	\$71,262	\$75,120	\$78,435	\$81,188	\$84,503	\$89,409
2080 Hours	\$34.2605	\$36.1153	\$37.7090	\$39.0326	\$40.6264	\$42.9852
2496 Hours	\$28.5504	\$30.0961	\$31.4242	\$32.5272	\$33.8553	\$35.8210

	<b>January 1, 2017 - December 31, 2017 - 3%</b>					
	<b>Step I</b>	<b>Step II</b>	<b>Step III</b>	<b>Step IV</b>	<b>Step V</b>	<b>Step VI</b>
<b>Captains</b>	\$73,400	\$77,373	\$80,788	\$83,624	\$87,038	\$92,091
2080 Hours	\$35.2883	\$37.1988	\$38.8403	\$40.2036	\$41.8452	\$44.2747
2496 Hours	\$29.4069	\$30.9990	\$32.3669	\$33.5030	\$34.8710	\$36.8956



# GRIEVANCE FORM

CITY OF TWINSBURG – IAFF TWINSBURG FIRE CAPTAINS

Date: \_\_\_\_\_ Grievance #: \_\_\_\_\_

Grievant(s) Name: \_\_\_\_\_

Classification: \_\_\_\_\_ Supervisor \_\_\_\_\_

Steward Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contract article(s) allegedly violated: \_\_\_\_\_

GRIEVANCE TYPE: \_\_\_\_\_

\_\_\_\_\_ Issue \_\_\_ Discipline \_\_\_ Removal \_\_\_

The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered and that appropriate action is taken to correct a particular situation. An employee having a grievance will first bring that complaint in writing, within ten (10) working days of the incident giving rise to the grievance or the employee's knowledge of the incident, to the attention of the Chief.

Statement of Facts: (who, what, where, when?)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought:

\_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Grievant or Captains Representative)

**Step 2: Fire Chief**

Date received: \_\_\_\_\_

Date discussed: \_\_\_\_\_

Date response: \_\_\_\_\_

Response by Fire Chief:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Fire Chief)

Discuss, within five (5) working days of receipt of a written grievance.  
Deliver written response within ten (10) working days of the meeting.  
If not resolved pursue Step 4 within fifteen (15) working days.

**Step 3: Mayor**

Date received: \_\_\_\_\_

Date discussed: \_\_\_\_\_

Date response: \_\_\_\_\_

Response by Mayor:

\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor)

Discuss, within fifteen (15) working days of receipt of a written grievance.  
Deliver written response within fifteen (15) working days of the meeting.  
If not resolved pursue Arbitration within ten (10) days.