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AN AGREEMENT

between the

CITY OF STOW

and

**THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1662, AFL-CIO**

EFFECTIVE: APRIL 1, 2015

EXPIRES: DECEMBER 31, 2017

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ARTICLE I

PREAMBLE

1.01 This agreement is hereby entered into by and between the City of Stow, hereinafter referred to as the “Employer” or “City” and the International Association of Fire Fighters, Local 1662, AFL-CIO, hereinafter referred to as the “Union.”

ARTICLE II

RECOGNITION

2.01 The employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the Fire Department occupying the positions of Firefighter, (Fire Medics), Lieutenant and Captain; excluding Fire Safety Education Specialist, Division Chief, Fire Chief and all part-time, seasonal and temporary employees. All other employees of the employer are excluded from the bargaining unit.

2.02 If, in the future, any new or promoted officer ranks are created by the City, negotiations shall automatically be reopened to provide for inclusion or non-inclusion of said new ranks in the bargaining unit, except that the Chief, Department Manager or named individual who, in the absence of the Chief or Manager, is authorized, on a continuing basis, to exercise the authority and perform the duties of the Chief or Manager, shall not be included in this bargaining unit.

ARTICLE III

OBLIGATION TO NEGOTIATE

3.01 The Employer and the Union 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/negotiations 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.

3.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to 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 negotiated and signed this Agreement.

3.03 Upon mutual agreement of the parties, any provision of this Agreement may be renegotiated during its term.

3.04 Nothing in this Agreement shall preclude the continuation of past Departmental practices and policies unless modified by this contract.

3.05 The Union agrees that the City has the right to establish new policies, procedures, rules and/or regulations for the management of the City. The Union has the right to grieve any alleged violation of this contract which may result from such policies, procedures, rules and/or regulations.

ARTICLE IV 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.

4.02 The Union agrees that the City has complete authority for the policies and administration of all City departments which it shall exercise under the provisions of law and in fulfilling its responsibilities under this Agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the City, and not covered by this Agreement, is in the jurisdiction of the City.

4.03 The City hereby retains and reserves unto itself all rights, power, authority, duty and responsibility conferred on and vested in it by the laws and constitution of the State of Ohio and the Charter of the City of Stow.

4.04 Not by way of limitation of the above, but only to indicate the type of rights retained by the City, the following are the exclusive rights and responsibilities of the City:

1. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards of services, its overall budget and appropriations, utilization of technology, and organizational structure;
2. To direct, supervise, evaluate, or hire and select employees;
3. To maintain and improve the efficiency and effectiveness of City operations;
4. To determine the overall work methods, processes, means, equipment or personnel by which City operations are to be conducted;
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, and promote, or retain employees;
6. To determine the adequacy, size and composition of the work force, including the necessity for overtime;
7. To determine employment standards and job classifications;
8. To determine the overall mission of the City as a unit of government;

9. To effectively manage the work force; and,
10. To take actions to carry out the mission of the City as a governmental unit.

4.05 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 workforce 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.

ARTICLE V RIGHTS OF EMPLOYEES

5.01 It is agreed that any Employee, excepting those excluded, has the right to join the union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. The Employer and Union agree not to discriminate on the basis of sex, race, color, creed or national origin, disability or age. It is further agreed that there shall be no discrimination by the Employer or Union against employees by virtue of membership or non-membership in the union.

ARTICLE VI PROHIBITION OF WORK DISRUPTION CLAUSE

6.01 "No Work Disruption or Lockout" - It is understood and agreed that the services performed by full-time fire-fighting personnel included in this Agreement are essential to the public's health, safety, and welfare. Therefore, the Union agrees that it will not authorize, instigate, aid, condone, or engage in any work disruption, work stoppage, or other action at any time during the term of this Agreement, which will interrupt or interfere with the operation of the municipal departments. No fire-fighting employee shall cause or take part in any work disruption, work stoppage, slowdown or other action which will interrupt or interfere with the operation of the municipal departments. In the event of a violation of this section, the Union agrees to take affirmative steps with the fire-fighting personnel concerned, such as letters, bulletins, telegrams, and meetings, to bring about an immediate resumption of normal work should there be a violation of this section.

6.02 The City agrees that it will not lock out employees nor will it do anything to provoke interruptions of or prevent such continuity of performance by said fire-fighting personnel insofar as such performance is required in the normal and usual operation of services of municipal departments.

ARTICLE VII WAIVER IN CASE OF EMERGENCY

7.01 In case of circumstances beyond the control of the City, such as a state of emergency declared by the Mayor or Safety Director, including, but not limited to, acts of God, civil disorders, disasters, and other similar acts or emergencies, the following conditions of this Agreement shall be suspended automatically without recourse from the Union:

1. Time limits for the City's replies on grievances;
2. Limitations on distribution of work assignments; and,
3. Limitations on distribution of overtime.

7.02 Notwithstanding other articles of this Agreement, the City reserves the right during any such emergency, to assign employees to work without regard to their employment classification, excluding being deputized involuntarily as law enforcement officers or being required to bear arms, but at the employee's rate of pay under normal working conditions according to the employee's permanently assigned job classification. The overtime compensation provisions of this Agreement shall apply.

7.03 Upon a lapse of thirty (30) days under the emergency measures, the Union will have the unchallenged right to petition the Mayor or his designee as to whether or not conditions exist to warrant the maintenance of emergency measures.

ARTICLE VIII UNION SECURITY

8.01 For the purposes of this Agreement, the Chairman of the Union Grievance Committee, or his designated representative, may perform the normal duties of a Steward in presenting any grievance according to the grievance procedure section of this Agreement.

8.02 The name of the Chairman, or his designated representative, shall be furnished to the City and he shall be permitted to leave work to represent a member of the unit at a scheduled hearing before his supervisor, so long as his absence does not unduly interfere with his, or other employees' work assignments, and is so requested by the unit member and is approved in advance by the Fire Chief or his designate. The representative is permitted reasonable time, not to exceed two (2) hours, to investigate and process each grievance.

ARTICLE IX UNION MEMBERSHIP AND PAYROLL DEDUCTION OF DUES

9.01 Check-Off - During the term of this Agreement between the City and the Union, the City will check-off current monthly dues, fees and/or assessments as designated by the Treasurer of the Union on the basis of individually signed voluntary check-off authorization cards for Union members. Dues deductions, on the basis of member(s) authorization cards submitted to the City, shall commence in the month in which the City receives such authorization card or in which said card(s) becomes effective, whichever is later. The amount to be deducted shall be certified to the

of the Union. The City of Stow shall be permitted to remove any posted material not in conformance with the provisions of this Article. The City shall notify the Union of any such removals in writing within twenty-four (24) hours of any such removal.

ARTICLE XII DISCIPLINARY PROCEDURE

12.01 This procedure shall apply to all non-probationary employees covered by this agreement. The employer shall follow the principles of progressive discipline except when the offense committed requires a more severe form of disciplinary action.

12.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a union representative at each step of the disciplinary procedure.
- B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least ten (10) calendar days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
- C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

12.03 An employee may resign following the service of a notice of discipline. Any such resignation will be processed in accordance with the terms of this agreement and the employee's employment shall be terminated.

- 12.04**
- A. Discipline shall be imposed only for just cause. The specific acts for which discipline is being considered and the penalty proposed shall be specified in a written notice. The notice served on the employee shall contain a reference to dates, times and places, if possible.
 - B. Whenever the Employer determines that there may be cause for an employee to be disciplined (suspended, reduced in pay, discharged), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The predisciplinary conference procedures shall be established by the Employer. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference.
 - C. The Fire Chief, the employee involved and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The Fire Chief is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter

prior to the formal presentation of written charges. The specific nature of the matter will be addressed and the Fire Chief may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.

D. All suspensions involving loss of pay or time shall be identified in terms of shift days or hours in any disciplinary action.

12.05 Where the Employer determines the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

The notice of discipline served on the employee shall be accompanied by a written statement that:

1. The employee has a right to object by filing a grievance within fourteen (14) days of receipt of the notice of discipline. (Unless otherwise defined in this article, days are defined as calendar days.
2. The grievance procedure provides for a hearing by an independent arbitrator as its final step.
3. The employee is entitled to representation by a union representative at every step of the grievance proceeding.

12.06 Records of disciplinary action shall expire and not be used against an employee in subsequent disciplinary actions, providing there is not intervening disciplinary action during such time periods, in accordance with the following schedule:

- A. 1) Verbal reprimands or 2) Written reprimands - both 12 months
- B. Loss of pay or time in the amount of 72 hours or less (for 40 hour employees 52 hours) - 24 months
- C. Loss of pay or time in excess of 72 hours up to, but not including, 144 hours, (for 40 hour employees; in excess of 52 hours up to but not including 104 hours) - 36 months
- D. Loss of pay or time in the amount of 144 hours or more (for 40 hour employees; 104 hours or more) - no limit

12.07 Discipline shall not be implemented until either:

1. The matter is settled, or
2. The employee fails to file a grievance within the time frame provided by this procedure, or

3. The conclusion of step 3 of the grievance procedure.

12.08 Upon receipt of the notice of discipline, the employee may choose to accept the discipline or to appeal by filing a grievance with the Director of Public Safety pursuant to Step 3 of the grievance procedure. The appeal must be filed at Step 3 within fourteen (14) days from receipt of the notice of discipline.

12.09 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the conclusion of step 3 of the grievance procedure.

12.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and the Union. All subsequent appeal rights shall be deemed waived.

12.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

12.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at step 3 of the grievance procedure.

12.13 The union on behalf of all the employees covered by this agreement and its own behalf hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any civil service commission.

ARTICLE XIII

GRIEVANCE PROCEDURE

13.01 A grievance is a dispute between the City and the Union or an employee or group of employees, as to the interpretation, application or violation of any terms or provisions of this Agreement, excluding those terms or provisions, or any part thereof governed by ordinances, Charter or those terms or provisions, or any part thereof, under the jurisdiction of the Civil Service Rules and Regulations.

13.02 Any grievance shall be remedied through the following procedure:

Step 1: An employee shall attempt to resolve any controversy, difference or dispute with his immediate supervisor before proceeding with the subsequent steps governing

grievance procedures. The time limits of Step 2 shall apply for Step 1 and Step 2 combined.

Step 2: If the grievance is not resolved at the first step, the employee shall within fourteen (14) days after the grievable matter has become known to the employee, have the right to reduce the grievance to writing and present it for resolution to the Fire Chief, with a copy to the Director of Public Safety. The Fire Chief may individually confer with the senior shift officer and the employee, who may be accompanied by his Union Representative, before making a determination in the matter. Such decisions shall be reduced to writing by the Fire Chief and submitted to the employee, the City and the Union within fourteen (14) days from his conference with the employee but in no event longer than fourteen (14) days from receipt of the grievance by the Fire Chief. If the Grievant does not invoke Step 3 of this procedure within fourteen (14) days after the herein required answer of the department head (Fire Chief), said alleged grievance shall be considered to be satisfactorily resolved. In this article, days are defined as calendar days.

Step 3: The Grievant may appeal the grievance to the Director of Public Safety or his designated representative, within fourteen (14) days from receipt of the written answer at step 2 and/or within fourteen (14) days from receipt of the proposed disciplinary action as described in Article XII, subsection 12.05. The Director of Public Safety will schedule a hearing with the Grievant and the appropriate Union Representative(s), the Fire Chief and any other management representatives as determined by the Director of Public Safety, within fourteen (14) days of receipt of the step 3 grievance. The Director of Public Safety shall render an answer in writing to the grievant, with a copy to the union, within fourteen (14) days of the hearing.

Step 4: No later than thirty (30) days after the decision in Step 3 above, has been rendered, the Union may, by serving notice in writing to the City, appeal the final decision as rendered in Step 3 to a mutually-agreed-upon arbitrator. Unless otherwise mutually agreed by the parties, the arbitrator shall be selected by the alternate strike method from a list of nine (9) certified arbitrators in accordance with AAA procedures. The first party to strike shall be determined by lot. The fees and expenses of the arbitrator shall be borne equally by both parties. If a Step 4 appeal is elected, the arbitration decision of the arbitrator shall be final and binding on the parties hereto and must be consistent with the arbitrator's jurisdiction, power and authority, as set forth herein. The arbitrator shall not have the power to add to, subtract from or modify such expressed terms and provisions of this Agreement. All pre-arbitration grievance settlements reached by the Union and the City shall be final and binding on the parties. The parties may mutually agree to utilize an alternate grievance resolution procedure.

After the selection of the arbitrator the parties shall submit a joint letter to the arbitrator giving notice of the selection and shall then cooperate with the arbitrator in the scheduling of a hearing.

All necessary expenses and fees of the arbitration proceedings shall be shared equally between both parties, other than the parties' legal expenses and other expenses as hereinafter specified. Expenses relating to calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witnesses or depositions are

required. All transcripts shall be at the expense of the party who orders the hearing testimony typed but the parties shall equally divide the cost of the appearance of any court reporter jointly retained. The parties may agree to tape or otherwise electronically record the arbitration hearing in lieu of the use of a court reporter, or the parties may agree that there shall be no reporter or recording device used.

ARTICLE XIV WORKWEEK, OVERTIME, PROBATION AND SENIORITY

14.01 Workweek:

A. Full-time fire fighting personnel under normal work conditions shall have a workweek which averages fifty-six (56) hours. Such average workweek shall be attained by scheduling Firefighters to work a twenty-four (24) hour shift followed by two (2) consecutive twenty-four (24) hour days (shifts) off so that any three (3) week work period shall consist of two (2) weeks each with forty-eight (48) hours worked, and one (1) week with seventy-two (72) hours worked.

B. Effective January 13, 2006, in order to reduce the actual average workweek for employees as assigned as defined in Section A (above) to 48.0 hours, all employees assigned and working twenty-four (24) hour per day shifts shall be entitled to receive earned days off (i.e. 24 hour shifts), or days of adjustment, on a fully paid basis, as defined herein.

C. During each twenty-one (21) day work cycle (work period), beginning January 13, 2006, and continuing thereafter, each 24-hour shift employee shall receive one (1) earned day off in each work cycle (work period) in which the employee is assigned to work seven (7) twenty-four hour shifts to be taken with regular pay. In order to initiate the earned day off procedure, the earned day off for each cycle (work period) to be taken by each employee shall be selected in advance by such employee in order of department seniority within the employee's shift, subject to the approval of the Fire Chief.

D. Once the day has been selected and approved by the Fire Chief, it shall not be changed, unless necessitated by a shift change, promotion or change in the number of personnel on the shift, as determined by the Fire Chief.

E. Each earned day off shall be considered to be fully earned by an employee only after completion of each twenty-one (21) day work cycle (work period), and any day taken but not earned shall be prorated and paid back to the Employer upon termination of employment with the Employer. New employees commencing employment with the Employer during any twenty-one (21) day cycle (work period) shall not be entitled to earn or take any earned days off until the next full cycle commences.

F. Except in emergency situations, as defined below, all earned days off to which an employee may be entitled must be taken off within the twenty-one (21) day cycle (work period) in which they are earned or they will be automatically forfeited. No carry-over or

extension of time to take an earned day off may be approved. In emergency situations, as certified by the Fire Chief, an earned day off may be taken no later than the next immediate twenty-one (21) day cycle (work period) after it has been earned. If not taken then, for any reason, it shall be forfeited.

G. Compensation for earned days off shall not be paid in lieu of taking time off in any instance, whether during employment, upon retirement or as a result of any other termination. Further, earned days off cannot, for any reason, be taken by an employee in advance of the work cycle (work period) in which they are scheduled to be earned and taken.

14.02 Nominal Workweek: For the purposes of determining and calculating employee benefits, the nominal workweek for twenty-four (24) hour shift employees shall remain at fifty-six (56) hours per week.

14.03 Overtime - Earned Days Off: No employee shall be entitled to overtime solely as a result of a change in the work day that an earned day off is to be taken.

14.04 Overtime:

1. Overtime, when authorized in advance by the Department Head or designated person, shall be compensated at one and one-half times (1 ½ x) the employee's hourly rate, including longevity pay, then in effect as contained in this agreement in Articles XV and XVI. Overtime compensation for full-time firefighting personnel shall be paid for time in excess of their normal scheduled pay week which is defined as two (2) days at twenty-four (24) hours or three (3) days at twenty-four (24) hours depending upon their scheduled week or for time in excess of a twenty-four (24) hour shift until the start of the next scheduled shift. The hourly base overtime rate shall be calculated on the forty (40) hour week or 2080 hour work year basis as specified in Article XV and XVI herein.
- B. The following shall apply to overtime for call-in for shift work and for all other non-fire or non-general alarm response purposes.
 1. Overtime List: An overtime list for non-alarm overtime shall be posted showing the charged overtime for all fire-fighting personnel. Charged overtime shall include overtime offered to fire-fighting personnel and actually worked. Overtime work will be equitably distributed among all fire fighting personnel in accordance with Department needs and existing practice, until such time as it may be modified by mutual agreement between the Union and the Fire Chief.
 2. Special Exception: If emergency or exigent circumstances require temporary departure from the overtime list, as clearly demonstrated by the Employer, adjustments shall be made to insure that equitable distribution is made in total charged overtime.

14.05 General Alarm Overtime:

1. Eligibility for general alarm overtime shall be governed by the rules and regulations of the Fire Department.
2. Fire-fighting personnel shall be compensated a minimum of two (2) hours for each off-duty turnout or fire response made. The minimum turnout pay shall apply in the event that a general alarm is sounded or in the event that the Fire Chief, the Shift Captain, or other shift supervisor orders an off-duty fire-fighting employee to respond. The minimum turnout pay shall not apply if the fire-fighting employee appears voluntarily at the scene of a fire or responds voluntarily from a fire station. Further, no second minimum turnout pay will be earned or payable if, within the minimum turnout period, the responding Fire Fighter has not been relieved from the initial call and his crew is still at the fire station. However, in the event the responding crew has been relieved by the Fire Chief, the Shift Captain, or the shift supervisor and is required to respond, then, in that event, a second minimum turnout pay shall be applicable.

14.06 Payment of Overtime and Prohibition of Compensatory Time:

- A. All overtime, regardless of source, shall be paid along with the regular payroll as it is earned and becomes payable. All earned overtime shall be reported on each time sheet as it is earned.
- B. The compensation obligations of the City as they pertain to payment for overtime shall vest no right or obligation that overtime opportunities be provided or created. The City shall be the sole judge of when overtime is necessary or to be worked by a covered employee.
- C. Compensatory time shall not be permitted to be earned, accumulated or used by 24-hour shift employees under the terms of this agreement, except as may be permitted under the terms of the Memorandum of Understanding attached to the agreement.

14.07 Probationary Period and Application of Civil Service: All full-time fire-fighting personnel, regardless of job categorization, are subject to a twelve (12) consecutive month probationary period, after the completion of all certifications required by the City in effect at the time of initial hire, during which time an employee may be discharged without any right to appeal such discharge to the Civil Service Commission or the grievance procedure herein contained. All Captains and all others, including Lieutenants, advanced to promoted positions by the City shall be subject to a six (6) consecutive month probationary period, commencing with the date of promotion, during which time such Captains or others may be returned to their previous rank without any right to appeal such demotion to the Civil Service Commission or the grievance procedure herein contained.

14.08 Seniority: Employees will not lose seniority when absent due to illness or injury upon return to work as long as the individual has remained a City employee during the entirety of the absence, (seniority can be earned only for actual employment.)

ARTICLE XV**WAGES/COMPENSATION SCHEDULE****15.01 Wages/Compensation Schedule**

	<u>Entry Level</u>	<u>Annual Steps (\$)</u>			
		<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
<u>Fire Fighter*</u>					
April 1, 2015	24.15	26.08	27.75	29.55	31.31
April 1, 2016	24.63	26.60	28.31	30.14	31.94
April 1, 2017	25.12	27.13	28.88	30.74	32.58
<u>Lieutenant*</u>					
April 1, 2015				32.90	34.85
April 1, 2016				33.56	35.55
April 1, 2017				34.23	36.26
<u>Captain, Fire Marshall, Public Safety Communications Supervisor*</u>					
April 1, 2015				34.82	36.89
April 1, 2016				35.96	38.10
October 1, 2016				36.32	38.48
April 1, 2017				37.42	39.64
October 1, 2017			36.95	37.65	39.88

* Eligible for overtime.

15.02 The rank differential is reflected in the rates as established.

15.03 The annual compensation shall be determined by multiplying the above respective rates by 2080 hours.

15.04 Note: All new firefighters without prior service credit shall be placed in the entry level step for initial classification. During the period of time when a newly hired fire fighter is uncertified by the State of Ohio as a fire fighter, the employer shall pay such fire fighter one dollar (\$1.00) per hour less than the entry level rate contained in the fire fighters compensation schedule herein. Such reduced rate shall be paid until the uncertified fire fighter qualifies to be advanced to the entry level

step by becoming certified or for no longer than a maximum of one (1) year. The entry level step then shall be of one (1) year duration.

15.05

Acting Lieutenant Pay. Effective April 1, 2003, each Fire Fighter who is temporarily assigned and serves as Fire Lieutenant by replacing the Lieutenant in charge of a fire station crew, shall be compensated for each hour served in that status. Probationary Fire Fighters shall not serve as Acting Lieutenant. A Fire Fighter in Pay Steps 1-3 shall be paid at Lieutenant Step 3. A Fire Fighter in Step 4 shall be paid at Lieutenant Step 4. No more than one (1) Fire Fighter per fire station shall be eligible to receive or earn such payment at any time for the same period of time.

The amount of pay to which a Fire Fighter is entitled for serving as an Acting Lieutenant shall be calculated by determining the difference in rate between the Fire Fighter's actual pay step and the appropriate Lieutenant's acting step as defined in the above paragraph and multiplying such hourly rate difference by the actual number of hours served in the acting status and multiplying the result by the factor of .7142857 to achieve the total amount of acting pay.

It is the intent of the City and the IAFF that the establishment of Acting Lieutenant pay shall not be deemed to constitute a new position nor shall it be deemed to be a promotional position above the rank of Fire Fighter for those Fire Fighters earning such pay. If, by competent authority, the creation of Acting Lieutenant pay is deemed to be a promotion, then this section shall be null and void as of that date, and Acting Lieutenant pay shall cease to exist and shall no longer be paid to the Fire Fighter.

Such Acting Lieutenant pay shall be included in overtime pay computations, if applicable, but shall not be included in any local retirement payoffs for earned sick leave, holiday, or vacation credits.

15.06

Acting Captain Pay. Effective April 1, 2003, each Fire Lieutenant who is temporarily assigned and serves as Captain in charge of the fire shift by replacing the Shift Captain shall be compensated for each hour served in that status. A Fire Lieutenant in Step 3 shall be paid at Captain Step 3 while serving as Acting Captain, and a Fire Lieutenant in Step 4 shall be paid at Captain Step 4. No more than one (1) Lieutenant within the Fire Department shall be eligible to receive or earn such payment at any time for the same period of time.

The amount of pay to which a Lieutenant is entitled for serving as an Acting Captain shall be calculated by determining the difference in rate between the Lieutenant's actual pay step and the appropriate Captain's acting step as defined in the above paragraph and multiplying such hourly rate difference by the actual number of hours served in the acting status and multiplying the result by the factor of .7142857 to achieve the total amount of acting pay.

It is the intent of the City and the IAFF that the establishment of Acting Captain in charge pay shall not be deemed to constitute a new position nor shall it be deemed

to be a promotional position above the rank of Lieutenant for those Lieutenants earning such pay. If, by competent authority, the creation of Acting Captain pay is deemed to be a promotion, then this section shall be null and void as of that date, and Acting Captain pay shall cease to exist and shall no longer be paid to the Lieutenant.

Such Acting Captain pay shall be included in overtime pay computations, if applicable, but shall not be included in any local retirement payoffs for earned sick leave, holiday, or vacation credits.

ARTICLE XVI

FRINGE BENEFITS

16.01 Benefits for Forty (40) Hour and Fifty-Six (56) Hour Per Week Fire-Fighting Employees:

1. Forty (40) Hour Per Week Employees: The vacation, sick leave, holiday entitlement, and other benefit provisions for those fire-fighting employees assigned to either an eight (8) hour per day shift or a regular forty (40) hour workweek shall be the same as that for full-time employees as provided in the general payroll ordinance of the City. Employees converting from a twenty-four (24) hour shift work schedule to a forty (40) hour weekly schedule shall be entitled to use vacation, sick leave and holiday hours earned on a twenty-four (24) hour shift basis only after such hours have been reduced by the factor of .7142857 for use on a forty (40) hour per week schedule. Employees converting from a forty (40) hour weekly schedule to a twenty-four (24) hour shift work schedule shall be entitled to use vacation, sick leave and holiday hours earned on a forty (40) hour per week basis after such hours have been increased by the factor of 1.4 for use on a twenty-four (24) hour shift schedule.

Effective November 1, 2015, if City Council, by legislation, amends the benefits described herein for full-time employees covered by the City's general payroll ordinance, and such amended (changed) benefits are intended by Council to apply to forty (40) hour per week fire-fighting employees, then the Union (IAFF) shall have a period of thirty (30) days from the date of the legislation's passage to formally agree or disagree with the amended benefits in the legislation in their entirety. If, within the thirty (30) days, the Union formally indicates to the City its agreement with the amended benefits or takes no action, then the amended benefits shall apply to the IAFF labor agreement only with respect to the Union's forty (40) hour employees. If the Union formally indicates its disagreement with the amended benefits within the thirty (30) day time period, the amended benefits shall not apply to the IAFF labor agreement. The Union shall consider any benefit amendments in their entirety as passed by legislation of Council. Partial agreement or partial disagreement with the legislation by the Union shall not be valid and, if either occurs, will be considered full agreement with the entire legislative benefit amendment, all of which shall then be applicable to the IAFF labor contract, regardless of the number of amended individual benefits included in the legislation.

The City, in its sole discretion, may approve benefit amendments that apply only to full-time employees covered directly by the general payroll ordinance and not to the Union's

forty (40) hour employees. Unless specifically stated in the amendments to the contrary, any benefit amendments will be considered to apply to the IAFF labor contract and the Union's forty (40) hour employees. If it is unstated, the benefit amendments shall be considered to apply to the Union's forty (40) hour employees, subject then to agreement or disagreement with the legislation by the Union within thirty (30) days.

2. Fifty-Six (56) Hour Per Week Employees: For regular fire-fighting personnel assigned to twenty-four (24) hour shifts and an average fifty-six (56) hour workweek, the accrual of vacation and sick leave benefits shall be based upon the average fifty-six (56) hour workweek according to such factors as are further defined herein, and upon termination of employment or retirement, payment for earned but unused holidays and vacation will be made by multiplying the number of unused holiday or vacation hours by the factor of .7142857 in order to convert the hours for payment at the employee's hourly rate as based on a forty (40) hour workweek or a 2080 hour work year, as specified in the wages/compensation schedule herein. Payment for unused sick leave, if applicable, shall be governed by the provisions of Article XVI, Section 16.05.

3. For Temporary Assignments to Forty (40) Hour Workweeks: Not to exceed thirty (30) days without approval of the Mayor, a fire-fighting employee shall continue to earn holiday, vacation and sick leave credits calculated on a fifty-six (56) hour schedule.

4. The scheduling of vacation and personal holidays and the selection of earned days off (E.D.O.'s) shall be in accordance with the provisions of this labor agreement and shall be accomplished on an equitable basis among all fire-fighting personnel in accordance with Department needs and existing practices until such time as it may be modified by mutual agreement between the Union and the Fire Chief.

16.02 Longevity Pay:

A. Longevity Pay: Commencing in the years indicated, fire-fighting personnel shall receive as additional compensation, incremental increases upon achieving the anniversaries in accordance with the following:

<u>Anniversary</u>	<u>Incremental \$ Per Hour Amount</u> (Based on 2080 Hour Work Year)
	<u>4-1-96</u>
5 th	0.20
10 th	0.20
15 th	0.20
20 th	0.23

B. All longevity rates shall be included in the base rate and shall be included in any applicable employee retirement payoff by the City for sick leave, holiday or vacation credits. The above rates are based on the 2080 hour work year which is utilized by the City for fire-fighting employees for standardization of payroll.

C. Longevity pay increases will be given as established by all time earned in employment with the City of Stow and shall become effective as of the first, full, regular pay period after an anniversary date. Payroll shall not be computed pro-rata on the basis of two (2) steps. Each fire-fighting employee shall receive the longevity increase proposed in the year in which he reaches a given longevity step. A fire-fighting employee shall be entitled to receive in the future any increased or newly enacted amounts of longevity pay for those anniversary dates which he has already exceeded or passed, provided however, that no fire-fighting employee shall be entitled to retroactive pay for such previously attained anniversaries. There shall be no retroactivity for previous longevity increases occurring prior to the employee's entitlement to, and placement in, a subsequent longevity step. In computing length of service for longevity pay purposes, employees shall receive, as previously granted, credit for actual time worked, on a year-for-year basis, for prior City of Stow volunteer fire-fighting service.

16.03 Vacation:

1. Vacation Leave Entitlement: Effective January 23, 2006, each full-time Fire Fighter shall be entitled to accumulate vacation credits according to an hourly accumulation rate per paid work hour or paid service hour as follows:

Table A- Effective January 23, 2006 & Thereafter
Vacation Entitlement (24 Hour Per Day Shift)

Length of Service (Years)	Hourly Accum. Rate/Paid Work or Paid Service Hour	Approx. Shifts Per Year	Max. Permitted Accum. of Unused Vacation Credit
Start of Yr. End of Yr.			
0 - 5 Yrs.	0.03297	4.00	192 Hours
6 - 10 Yrs.	0.04945	6.00	288 Hours
11 - 15 Yrs.	0.06593	8.00	384 Hours
16 - 20 Yrs.	0.08242	10.00	480 Hours
21 Yrs. & Over	0.09890	12.00	576 Hours

2. Maximum Basis for Calculation: The maximum base for accumulation of vacation credits per bi-weekly pay period shall be the number of regular hours worked regardless of the actual total number of hours worked or paid service hours in the pay period. Vacation credits shall not be earned on overtime hours.

3. Prior Public Service: Any person employed, other than as an elected official, by the State of Ohio, any political subdivision of the State of Ohio, or public government entity of the State of Ohio or its subdivisions and earning vacation credits currently, is entitled to have full-time equivalent prior public service with any of these employers combined with City of Stow service for the purpose of computing the total amount of vacation leave entitlement. Fire-fighting personnel shall be responsible for providing a satisfactory written, signed statement(s) from former employers verifying such previous public service time. Credit for previous public service shall not be effective until the first full benefit period commencing on or after the date the City Finance Department has been officially notified of such service.

4. Length of Service Adjustments: Each employee's hourly accumulation rate per paid work hour shall automatically be adjusted by the Finance Department to the appropriate rate shown in Table "A" above, as the employee's service qualifies them for such rate. Changes in hourly accumulation rate entitlements shall become effective at the beginning of the pay period following the actual date on which an employee becomes entitled to a new accumulation rate. All calculations of length of service for both City and non-City service shall be made on a full-time equivalent basis and shall be computed by adding the employee's verified non-City of Stow public service, if any, and total actual length of employment with the City of Stow. The calculation shall be based on either a 2080 hour work year or a 2912 hour work year, whichever applies. For implementation of this Section only, whole months shall be utilized to determine non-City of Stow service. Credit shall not be given for partial months. All calculations of City of Stow service shall be as of the anniversary date of employment, provided that such service has been uninterrupted and continuous. Service interruptions, if any, shall be deducted from total City of Stow service time. In computing length of service for vacation purposes, Fire Fighters shall receive, as previously granted, credit for actual time worked, on a year-for-year basis, for prior City of Stow Volunteer Fire Fighter Service.

5. Payment for Vacation Leave: Vacation pay for full-time fire-fighting personnel shall be payable along with the general payroll of the City and shall be made on the basis of the standard eighty (80) hour bi-weekly pay as established for firefighting personnel for payroll calculation purposes. Vacation utilized shall be deducted from the employee's accumulated total on an hour-for-hour basis. Any employee's regular pay check, due and payable during his scheduled vacation leave, shall be paid to such employee in advance, on the payday immediately preceding his or her vacation leave if the employee has the written approval of his or her department head and has made and given a written request to the Finance Department for such prior payment. No advance vacation pay shall be made or authorized unless the employee's weekly vacation period extends through a regularly scheduled bi-weekly payday and such vacation is for the duration of at least one (1) week. Such request shall be required to be submitted to the Finance Department three (3) weeks prior to the date requested for such pay.

6. Maximum Accumulation: Each employee shall be allowed to accumulate earned vacation credits to a maximum of twice that which could be earned or accrued by a fire-fighting employee in one (1) year according to his or her length of service as shown in Table "A". Fire-fighting personnel shall forfeit their right to take or to be paid for any

vacation leave to their credit which is in excess of the accrual for two (2) years. Such excess vacation leave when it occurs shall be automatically eliminated from the employee's vacation leave balance. There shall be no additional compensation in lieu of vacation leave for earned but unused vacation credit, except upon termination or death.

7. Vacation Scheduling: Vacations shall be scheduled by the employees of each shift or bureau in order of Department seniority, regardless of rank, with the approval of the Officer-In-Charge and/or the Fire Chief to conform to the operating requirements of the Department. After the Department specified sign-up date, preference then shall be given according to date of request.

8. Credits Remaining at Termination or Death: Upon termination from City of Stow service, a fire-fighting employee shall be entitled to compensation at his or her most recent paid status base rate of pay, including longevity pay, for all earned but unused vacation leave to his or her credit at the time of termination, provided however, that the maximum accumulation that may be paid to any fire-fighting employee shall be limited to the maximum amount which could be accumulated or accrued according to the amounts shown in Table "A" after adjustment per the following factor. Payment for unused vacation hours shall be made after multiplying the number of unused hours times the factor of 0.7142857 in order to convert the hours to a forty (40) hour per week basis. Actual payment will then be made according to the employee's base hourly rate as specified herein for the number of hours as reduced by the factor. In case of the death of a fire-fighting employee, such unused vacation leave shall be paid in the name of the fire-fighting employee to his or her spouse, named beneficiary or estate if there is no spouse or named beneficiary.

9. First Fifty Weeks Limitation: Fire-fighting personnel shall not be entitled to use vacation credits until their employment with the City shall have exceeded fifty (50) weeks. Any covered fire-fighting employee terminating City employment for any reason within fifty (50) weeks or less shall not be entitled to compensation for unused vacation leave to their credit.

10. Effect of Unpaid Status: Fire-fighting personnel on unpaid status with the City shall not earn additional vacation credits; however, as long as they remain employees of the City, their unpaid time shall continue to accumulate as service time for the purposes of computing total length of service with the City.

16.04 Holidays and Holiday Pay:

A. Full-time fire-fighting employees shall receive the following paid holidays:

1. New Year's Day
2. President's Day
3. Good Friday
4. Easter Day

5. Memorial Day
 6. Independence Day
 7. Labor Day
 8. Thanksgiving Day
 9. Friday Following Thanksgiving Day
 10. Full Day Before Christmas Day
 11. Christmas Day
 12. Full Day Before New Year's Day
 13. Floating Holiday (Personal Choice)
- B. Effective January 23, 2006, beginning with the President's Day holiday, all full-time fire fighting employees working 24-hour shifts and subject to the actual average 48-hour work schedule shall receive eight (8) hours of paid time off for the President's day holiday and for each of the remaining ten (10) named holidays in 2006 and eight (8) hours of paid time off for the one (1) floating holiday. Effective January 1, 2007 and thereafter, all full-time fire fighting employees working 24-hour shifts and subject to the actual average 48-hour work schedule shall receive eight (8) hours of paid time off for each of the twelve named holidays and eight (8) hours of paid time off for the one (1) floating holiday.
- C. Any such holiday shall be considered to be fully earned by a covered employee if such employee is on active pay status with the City on his scheduled workday immediately preceding and following such holiday, provided however, that earned time off shall not be utilized by a covered employee solely to qualify for additional holidays or holiday pay while on unpaid status.
- D. With the permission of the Fire Chief or designated person, holidays may be utilized after they are earned.
- E. It is specifically provided that the Fire Chief may extend holiday benefits in advance of such holiday to a covered employee when the same shall aid in the scheduling of shifts and result in increased departmental efficiency and service or protection to the public. If an employee leaves employment with the City, he shall repay the City any advanced holidays taken, which are unearned.
- F. All holidays earned in the previous calendar year must be used prior to April 1 of the current year. Any holiday earned in the previous calendar year that is not taken (used) by April 1 of the current year will be forfeited. For the calendar year 2015 only, the deadline for the use of holidays earned in the previous calendar year (2015

only) prior to their being forfeited shall be July 1, 2016. Holidays earned in calendar year 2016 and thereafter shall be subject to the April 1 of the following year forfeiture deadline.

Upon termination or retirement each fire-fighting employee shall be entitled to payment for earned and unused holidays as follows: Effective January 23, 2006, each remaining holiday, including the floating holiday, shall be equal to eight (8) hours multiplied by the factor of .7142857 and paid at the employee's base hourly rate, including longevity pay, as designated in the wages/compensation schedule herein.

- G. A new full-time fire-fighting employee, in the first year of hire, shall not be entitled to the current year floating holiday if such employee was hired after June 30.
- H. Covered employees on unpaid status with the City shall not be entitled to accumulate or earn holiday credits or hours for pay purposes.
- I. Holiday Premium Pay. Effective January 23, 2006, beginning with the President's Day holiday, and continuing thereafter for all the non-floating holidays in subsequent years, 24-hour shift employees who are regularly scheduled to work on a holiday and who actually work the holiday shall receive one and one-half (1 ½) times their 2496 annual work year (48.0 hour average workweek) rate of pay, for all regular time (non-overtime) worked on such holiday, excluding the floating holiday. Total holiday pay compensation shall be determined by multiplying the employee's base hourly rate (Article XV) by the factor of .4167 for each regular hour worked on such holiday (non-overtime) and adding it to the employee's existing regular compensation for the holiday.

For holiday premium pay purposes, effective beginning December 15, 2015, and continuing thereafter, holidays for 24-hour shift personnel shall be defined as beginning at 7:30 a.m. on the actual calendar holiday and ending at 7:30 a.m. on the immediately following calendar day. The entitlement to holiday premium pay shall coincide with one complete 24-hour shift as defined herein (above). Employees regularly scheduled to work that shift only are entitled to holiday premium pay for hours actually worked, up to 24 hours, in accordance with the provisions of the above paragraph. Employees scheduled to work their regularly scheduled 24-hour shift that begins the day before or after the actual calendar holiday and not at 7:30 a.m. on the calendar holiday itself shall not be entitled to holiday premium pay for any hours worked even though their shift crosses over into the actual calendar holiday in part.

- J. For overtime resulting from general alarms and/or unscheduled call-ins on any of the above twelve (12) holidays, not including the floating holiday, employees shall receive two (2) times the employee's normal hourly rate (Section 15.01, herein), including longevity pay, for all hours worked on the holiday. Hours worked which extend the scheduled shift of a Fire Fighter shall be compensated at the rate of two (2) times the employee's normal hourly rate, including longevity pay.

For the purposes of the above paragraph (Section J.), for overtime resulting from general alarms and/or unscheduled call-ins or shift extensions, effective beginning December 15, 2015, and continuing thereafter, holidays for 24-hour shift personnel shall be defined as beginning at 7:30 a.m. on the actual calendar holiday and ending at 7:30 a.m. on the immediately following calendar day. The entitlement to two (2) times the employee's rate of pay, if applicable, shall coincide with one complete 24-hour shift as defined herein (above). Employees working all or part of that shift only are entitled to two (2) times the employee's rate of pay for hours actually worked, in accordance with the provisions of the above paragraph. Employees working all or part of the 24-hour shift that begins at 7:30 a.m. the day before the actual calendar holiday or the day after the actual calendar holiday and not on the calendar holiday itself shall not be entitled to two (2) times the employee's rate of pay for any hours worked even though their shift crosses over into the calendar holiday in part.

16.05 Sick Leave:

1. Effective January 23, 2006, each fire-fighting employee shall be entitled to accumulate sick leave at the rate of 0.04945 hours for every paid work or paid service hour, provided however that the maximum base for accumulation shall be the number of regular hours worked regardless of the total actual number of hours worked or paid service hours in the pay period. Sick leave credit shall not be accumulated on overtime hours. Such sick leave shall be payable along with the general payroll of the City and shall be made on the basis of the standard eighty (80) hour bi-weekly pay established for fire-fighting personnel as specified in the wages/compensation schedule herein. Sick leave so utilized shall be deducted from the fire-fighting employee's accumulated sick leave total on an hour-for-hour basis.
2. Sick Leave Use: With the approval of the City, sick leave may be used by a fire-fighting employee for absence due to any of the following reasons:
 - a. Illness, injury, or pregnancy-related condition of the fire-fighting employee;
 - b. Exposure of a fire-fighting employee to a contagious disease which could be communicated to and jeopardize the health of other fire-fighting personnel;
 - c. Examination of the fire fighting employee for health related purposes, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner.
 - d. Illness, injury, or pregnancy related condition of a member of the fire fighting employee's immediate family where the fire fighting employee's presence is reasonably necessary for the health and welfare of the fire fighting employee or affected family member;
 - e. Examination for health related purposes, including medical, psychological, dental, or optical examination, for a member of the fire fighting employee's

immediate family by an appropriate licensed practitioner where the fire fighting employee's presence is reasonably necessary;

f. Death in the fire-fighting employee's immediate family; and,

g. Other specific health or medical related conditions seriously affecting the fire fighting employee, or a member of his immediate family where the fire fighting employee's presence is reasonably necessary.

3. "Immediate Family": Is defined as a fire fighting employee's or spouse's grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian, or other who stands in place of a parent.

4. A fire-fighting employee who has been laid off, suspended, is on a leave of absence, or is on any other non-paid status with the employer shall not accumulate or receive sick leave credit for such period of time.

5. A fire-fighting employee may use sick leave upon the notification of his supervisor or other designated individual in accordance with the policies established for call-in in his Department. When making notification, the fire-fighting employee shall state the reason for the request for sick leave.

6. For consideration of retirement benefits, all sick leave hours earned while in employment with the City of Stow shall be multiplied by the factor of 0.7142857 in order to convert the hours to a forty (40) hour per week basis. For employment prior to March 1, 1973, a fire-fighting employee shall not accumulate sick leave credit beyond nine hundred sixty (960) hours after adjustment by the above factor. Effective March 1, 1973, unused sick leave which is accrued while a fire-fighting employee of the City of Stow, shall be unlimited in accumulation except that any applicable payment for such sick leave hours shall be made only after adjustment by the above factor. For the number of earned but unused hours, after reduction by the above factor, and upon a bona fide service retirement under the Police and Firemen's Disability and Pension Fund of Ohio or other recognized state pension fund while a fire-fighting employee of the City of Stow or upon death or disability retirement under a recognized State of Ohio Pension Fund while a fire-fighting employee of the City of Stow, for earned but unused sick leave, a cash payment of one hundred (100%) percent equivalent to a maximum of one thousand (1,000) hours of such sick leave and fifty (50%) percent equivalent up to a maximum of an additional one thousand three hundred (1,300) hours of such sick leave shall be paid at the employee's most recent paid-status base rate of pay, including longevity pay, to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow. Any current employee whose earned but unused sick leave total exceeds the maximum allowable limit for cash payment established in this section as of July 1, 1987, shall be entitled to a cash payoff equivalent of one hundred (100%) percent for nine hundred sixty (960) hours and fifty (50%) percent for those hours in excess of nine hundred sixty (960) hours up to a maximum limit of the total number of

hours which have been accumulated in excess of nine hundred sixty (960) hours by the employee as of July 1, 1987.

For consideration of retirement benefits for new employees hired after July 1, 1996, all sick leave hours earned while in employment with the City of Stow shall be multiplied by the factor of 0.7142857 in order to convert the hours to a forty (40) hour per week basis. Effective for all new employees hired on or after July 1, 1996, such fire-fighting employees shall not be eligible to receive the "cash payment of fifty (50%) percent equivalent of a maximum of an additional one thousand three hundred (1,300) hours of such sick leave" upon a bona fide retirement (i.e., Second Tier). Such employees hired after July 1, 1996 shall be entitled to earn and receive, if entitled, only the cash payment for a maximum of one hundred (100%) percent of one thousand (1,000) hours of earned and unused sick leave in accordance with the provisions of the above paragraph. That is, unused sick leave which is accrued while an employee of the City of Stow shall be unlimited in accumulation except that any applicable payment for such sick hours shall be made only after adjustment by the above factor. Effective for employees hired on or after July 1, 1996, upon a bona fide service retirement under the Police and Firemen's Disability and Pension Fund of Ohio or other recognized State of Ohio Pension Fund, while a fire-fighting employee of the City of Stow, or upon death or disability retirement under a recognized State of Ohio Pension Fund while a fire-fighting employee of the City of Stow, for earned but unused sick leave, a cash payment of one hundred (100%) percent equivalent to a maximum of one thousand (1,000) hours of sick leave shall be paid at the employee's most recent paid-status base rate of pay, including longevity pay, to such employee in lump sum, but only to the extent such benefits have been earned while in employment with the City of Stow. No cash payment shall be made for any sick leave benefits earned with employers other than the City of Stow.

7. A fire-fighting employee who does not retire but who terminates City employment or whose City employment is terminated for any reason or who transfers employment, shall not be eligible for such cash sick leave benefit. Sick leave credit transferred into Stow from another Ohio political subdivision shall not be converted into cash benefits. For the purposes thereof, sick leave credit transferred into Stow shall be the first charged for authorized illness and the Stow-earned sick leave shall continue to accumulate.

8. In the event of death of a fire-fighting employee, unused sick leave in the maximum amount defined in paragraph 6, herein, shall become payable in a lump sum in the fire-fighting employee's name and given to his or her spouse, named beneficiary or estate if there is no spouse or named beneficiary. Only sick leave credit earned by employment with the City of Stow may be converted into cash benefits upon retirement, disability retirement or death.

9. Each Department Manager shall maintain accurate attendance records of each fire-fighting employee under his or her supervision, shall report bi-weekly to the Finance Department any time taken off by a fire fighting employee and may require any such fire-fighting employee to furnish satisfactory evidence that absence was caused by any reason enumerated herein. The Department Manager may require a written and/or notarized statement from said fire-fighting employee attesting to the nature of his illness or disability and, if an attending physician has been treating the fire-fighting employee, may require a

written statement from said physician all attesting to the propriety and reasonableness of the necessity to utilize sick leave pay benefits.

10. A fire-fighting employee who transfers from one public agency to another shall be credited with the unused balance of his accumulated sick leave. It shall be the fire-fighting employee's responsibility to furnish a satisfactory written, signed statement from previous public employers to justify previous or transferred sick leave and such leave shall be first consumed. Previously accumulated, unused sick leave of any fire-fighting employee who has been separated from the public service, including service with the City of Stow, shall be placed to his credit upon his re-employment in public service with the City of Stow, provided that such re-employment takes place within ten (10) years of the date on which the fire-fighting employee was last terminated from public service and such fire-fighting employee provides satisfactory evidence of such previous, unused sick leave.

16.06 Work-Connected Injury Benefits:

A. Any fire-fighting employee injured in the course of his normal duties of employment with the City, shall, upon filing a claim with the State Industrial Commission, and if such claim is approved, receive injury leave pay at his regular rate of pay; provided, however, that the claim shall have been reviewed and approved by the City, as arising out of and being caused by the fire-fighting employee's work performance. That is, the City shall supplement outside payments received by an injured fire-fighting employee, which injury is determined by review to have arisen out of and caused in the course of his regular employment, and covered under workers' compensation or other such insurance, up to his usual gross wages, payable in the same manner as standard sick leave benefits. The maximum cumulative lifetime limit for injury leave pay will be ninety (90) calendar days, regardless of length of service. No benefits shall be paid unless approved by the City, and the fire-fighting employee shall be required to remit to the City any workers' compensation payments received for those periods during which the fire-fighting employee's salary was maintained through supplements by the City. This provision shall not apply to, or be affected by, the entitlement of any employee to the benefits of privately obtained disability insurance.

B. Any fire-fighting employee who is within fourteen (14) days of exhausting his ninety (90) day injury leave shall have the unchallenged right to request official consideration for extension of such injury leave and such extension shall not be unreasonably withheld. However, this right of request shall not vest any guarantee that additional injury leave shall be approved.

C. A fire-fighting employee who remains an employee shall not lose seniority while on injury leave under this section.

16.07 Major-Medical, Hospitalization, Dental and Life Insurance Programs:

A. Commencing April 1, 1984 and for the term of this Agreement, the City shall provide and each full-time sworn fire-fighting employee of the City of Stow shall be entitled to participate in non-cancelable major-medical hospitalization, dental and life insurance coverage programs. The premiums paid by the City shall include monthly

premium contributions by employees through payroll deduction commencing January 1, 2011 and thereafter as follows:

Employee Monthly Premium Contribution

Effective January 1, 2011, the monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City's COBRA rate as follows:

Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
2011 & Thereafter (Until Modified)	5.0%	\$50.00 Family \$25.00 Single	\$75.00 Family \$37.50 Single
7/1/2013	8.4% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$90.00 Family \$45.00 Single
1/1/2014	8.4% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$105.00 Family \$ 52.50 Single

Effective January 1, 2015, the *revised* monthly employee premium contribution for major medical hospitalization, life insurance and dental coverage shall be based on the City's COBRA rate as follows:

Revised Table 1. Employee Monthly Premium Contribution Rates

<u>Calendar Year</u>	<u>Percent of City COBRA Rate</u>	<u>Minimum Contribution</u>	<u>Maximum Contribution</u>
1/1/2015	11.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$125.00 Family \$ 62.50 Single
1/1/2016	12.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$145.00 Family \$ 72.50 Single
1/1/2017	13.0% (50% of Family Rate)	\$50.00 Family \$25.00 Single	\$165.00 Family \$ 82.50 Single

Effective January 1, 2014 new Stow employees hired on or after January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$75.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

Effective January 1, 2014 existing Stow employees hired before January 1, 2014 will be subject to a monthly spousal surcharge in the amount of \$25.00 per month for a working spouse of any employee covered under the Stow Health Care Plan when such spouse has health care coverage available at the spouse's place of employment or through retirement, regardless of cost, but chooses Stow's health care coverage as primary. Such spousal surcharge shall be paid by the employee and is in addition to any other premium or other costs or charges under the Stow Plan for the employee or spouse.

B. Major medical, hospitalization, dental and life insurance total coverage and benefits, as defined in the employer's master policies, shall be equal to the coverage and benefits provided to any other employee bargaining units or employee(s) not covered under this Collective Bargaining Agreement, also as defined in the City's master policies. This provision shall not apply to coverage and/or benefits provided to employees or employee groups at City expense through a third party, such as a Union Health and Welfare Fund.

C. Effective on January 1, 2011, individual and family calendar year deductibles will increase to four hundred dollars (\$400.00) and eight hundred dollars (\$800.00) annually; the overall lifetime maximum will increase to one million five hundred thousand dollars (\$1,500,000); the individual and family calendar year co-insurance (80%-20%) amounts will increase to \$300 and \$600 annually; and the individual and family out-of-pocket maximums will increase to \$700 and \$1,400 annually. Effective January 1, 2005 "steering" provisions will be included in the plan, whereby in-network reimbursement will remain at eighty percent (80%) and out-of-network reimbursement will be paid at sixty percent (60%). Effective January 1, 2009, the additional penalty for out-of-network charges will be \$500 per calendar year for individual covered persons and \$1,000 per calendar year per family. A tax-free premium conversion program in conformance with applicable Internal Revenue Service rules and regulations will be established by the City effective January 1, 2006.

Effective January 1, 2009, the individual and family dental plan calendar year deductibles will increase from \$25 per individual and \$75 per family to \$50 per individual and \$150 per family.

D. Commencing April 1, 2003, the City shall contribute the sum of Twenty-Nine and 75/100 dollars (\$29.75) per month per I.A.F.F. – employees and other covered employees, electing said benefit and accepted by the Ohio AFSCME Care Plan, to the Ohio AFSCME Care Plan. Benefits under this paragraph shall be the life insurance, drug prescription, hearing care and vision care.

16.08 Uniform Allowances:

A. Effective January 1, 2008, each new full-time fire-fighting employee shall be compensated a uniform allowance of \$1,021.00, or the current amount as updated in Paragraph C., herein, for the first year of employment in addition to his salary compensation otherwise provided. For the second (2nd) uniform allowance payment, each regular full-time member of said department holding the rank of firefighter, shall receive an annual uniform allowance per year in addition to his other salary compensation. The current amount of such allowance shall be as provided in the table below.

B. Each Lieutenant, Captain and Fire Prevention Employee in the Fire Department shall receive an annual uniform allowance of \$1,021.00 per year in addition to his salary compensation and benefits. The current amount of such allowance shall be as provided in the table below.

C. Effective on the dates listed below, the annual uniform allowances shall be payable as of January 1st. Effective January 1, 2006, uniform allowances shall be issued as payroll checks with applicable deductions made on the second pay of January as follows:

<u>Rank</u>	<u>Amount of Annual Uniform Allowance</u>	
	<u>1-1-12</u>	<u>1-1-16</u> <u>(and thereafter until modified)</u>
New Fire Fighter	\$1,091.00	\$1,091.00
Fire Fighter, all promoted positions and Fire Prevention Employees	\$1,091.00	\$1,091.00
Annual Maintenance and Replacement of Personal Items Allowance - Fire Fighter, all promoted positions and Fire Prevention Employees	\$160.00	-0-

16.09 Extraordinary Leave:

In the event of a death in the fire-fighting employee's immediate family, as defined herein, each fire-fighting employee shall be granted up to one (1) shift or in the case of forty (40) hour per week employees, three (3) eight (8) hour necessary days of extraordinary leave credit. Necessary days shall not be chargeable against normally accumulated sick leave.

16.10 Jury Duty:

Any employee serving on jury duty shall receive normal salary compensation during such service.

16.11 Military Leave With Pay:

A. Effective January 1, 2008, covered employees who are members of the Ohio organized militia or members of other reserve components of the Armed Forces of the United States, including the Ohio National Guard, are entitled to a military leave of absence from their respective duties without loss of pay for the time they are performing service in the uniformed services, for a period of up to one month, not to exceed 176 hours (or the amount provided for public safety employees in the Ohio Revised Code), for each calendar year, measured from January 1 to December 31, in which they are performing service in the uniformed services. In no event is an employee's entitlement to a leave of absence for a period of up to one month in one calendar year affected by receiving such leave of absence in another calendar year. All City employees will continue to earn any sick leave and/or vacation time for which they are eligible for a period of up to one month for each calendar year in which they are performing service in the uniformed services.

B. Any permanent employee who is called or ordered to the uniformed services for longer than one month for each calendar year, because of an executive order issued by the president of the United States, because of an act of congress, or because of an order to perform duty issued by the governor is entitled to a leave of absence and to be paid, during each monthly pay period of that leave of absence, the lesser of:

1. The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and allowances received that month;
2. Five hundred dollars (\$500).

C. Except that in no event shall an employee receive payments from the City for a period exceeding one month in a calendar year if the sum of the employee's gross uniformed pay and allowances received in a pay period exceeds the employee's gross wage or salary as a City employee.

D. Covered employees are required to submit to the appointing authority the published order authorizing the call or order to the uniformed services or a written statement from the appropriate military commander that service, prior to being credited with that leave.

16.12 Unpaid Leaves of Absence:

A. Each request for unpaid leave of absence shall be considered on its own merits by the City and its agents. Any employee may submit in writing a request for such unpaid leave to the City for its approval or disapproval. However, no such unpaid leave shall be effective unless approved by City Council.

B. When an unpaid leave of absence is granted by the City, and the affected employee requests an early return to work prior to the expiration of an authorized unpaid leave of absence, such early return may be granted if approved in advance by the City.

C. In advance of the granting of the requested leave of absence without pay, the employee and the City shall agree in writing as to the specific terms of the covered employee's return, i.e., Department, job classification, shift, and rate of pay. Unless agreed to otherwise, such return shall be to the Department, job, classification, and shift which he or she formerly held and at the current rate of pay in effect under this Agreement.

ARTICLE XVII

SAFETY AND HEALTH

17.01 Responsibilities: The City and the Union agree that the safety of the covered employees is the mutual concern of both parties and should be addressed in this Agreement.

17.02 Protective Clothing & Safety Equipment: Protective clothing and safety equipment shall be provided by the City when the City determines the equipment to be reasonably necessary to protect its bargaining unit employees from injury, or safety and health hazards. Such safety equipment shall meet its intended purpose and meet NFPA and other applicable safety standards.

17.03 SORT (Special Operations and Response Teams) Equipment (including SWAT): All safety items reasonably required by SORT/SWAT to be an active member of the County team shall be provided by the City to protect its assigned bargaining unit's members from injury or safety and health hazards. Such safety equipment shall meet its intended purpose and meet NFPA and other applicable safety standards.

17.04 First Aid Kits: Fully supplied first aid kits or the equivalent shall be made available in locations where determined by the City to be reasonably necessary.

17.05 Reporting: All bargaining unit employees shall promptly report in writing, within twenty-four (24) hours, to their management supervisor any unsafe working conditions.

In order to provide necessary information for the certification of workers' compensation claims, unless the covered employee is hospitalized, all covered employees involved in an accident on the job shall report in writing such accident to their management supervisor within forty-eight (48) hours after such occurrence. If circumstances make it impossible to do so, the written report shall be submitted as soon as is reasonably possible thereafter, including the reason(s) why the report was not filed within forty-eight (48) hours. The supervisor shall fill out a written supervisor's report on all reported accidents. Upon request by the covered employee or the Union, a copy of said report shall be furnished.

17.06 Exposure Prophylaxis: Bona fide and certified (by an emergency room physician, licensed physician or the Fire Chief or his designee) exposure for specifically pre-identified (subject to updates) types will be reported in writing in accordance with Section 17.05, to provide necessary information for the certification of workers' compensation claims.

17.07 Compliance with Federal Law: The employer will comply with the mandatory provisions of Federal Law which apply to the employer regarding exposure prophylaxis.

ARTICLE XVIII

LABOR-MANAGEMENT COMMITTEE & PROMOTIONAL PROCESS

18.01 Promotional Process:

1. At the time of the submission of a request for a promotional exam by the Mayor to the Civil Service Commission, the Mayor shall refer the matter of testing in the areas listed in item 3, below, to the labor-management committee for the purposes of providing the committee the opportunity to assist the Civil Service Commission to establish the testing framework based on the most recent trends in Fire/EMS service.
2. The Fire Chief, who shall serve as a member of the committee, shall be given the opportunity to present his recommendations in the areas listed in item 3, below, relating to testing, to the labor-management committee, which the committee shall then consider.
3. The areas of recommendation for promotional testing subject to review and recommendation by the labor-management committee shall be limited to the following aspects of the promotional process:
 - a. Whether or not a written test will be given.
 - b. If a written test is to be given, the percentage weight it should be assigned in determining the final score of each candidate/applicant.
 - c. Whether or not an assessment process should be included as part of the promotional examination procedure.
 - d. If an assessment process is included, the percentage weight it should be assigned in determining the final score of each candidate/applicant.
 - e. Seniority credit and length of service.
 - f. Education.
 - g. Bibliographical materials, particularly those which are considered to be generally accepted and standardized references or texts. All bibliographical references shall be designated as either primary or secondary resources in terms of importance for the specific promotional test being given, and a recommended length of study time in advance of any specific test may be provided.
 - h. Required certifications.
4. Once the labor-management committee has reviewed the Chief's recommendations and has determined the final recommendations it desires to make in the areas listed in item 3, above, the Mayor shall officially transmit the committee's recommendations to the Civil Service Commission for validation.

5. Any recommendations made by the labor-management committee shall pertain to the currently proposed promotional exam only and shall not be considered to be binding on the labor-management committee for future promotional testing.
6. It shall be the obligation of the Union to present its recommendations and provide input to the labor-management committee regarding promotions on a complete and timely basis so that its collective views on promotions are officially made known.
7. The committee shall endeavor to complete its evaluation of the Chief's recommendations and transmit its own recommendations to the Civil Service Commission no later than thirty (30) days after the matter has been referred to the committee by the Mayor.
8. This provision is intended only to provide a joint recommendation process for the parties to this labor agreement regarding promotional testing. It does not replace, reduce or eliminate any authority which the Fire Chief, Mayor or City may have or be granted relating to the Civil Service Commission promotional testing process.
9. Regarding promotions, to be eligible to be promoted to Lieutenant, Firefighters shall be required to have four (4) years of service as a Stow firefighter at the time of taking the Lieutenants' written promotional examination or completing the assessment center if there is no written examination, while Lieutenants shall be required to have two (2) years of service as a Stow Lieutenant at the time of taking the Captains' written promotional examination or completing the assessment center if there is no written examination.
10. If a written test is given, the required bibliography shall be made available at least 75 days in advance of the test, while the test itself shall require at least 60 days' notice in advance of the test date.

18.02 Labor-Management Committee: In the interest of sound labor relations, the parties agree to the creation of a joint committee of no less than four (4) nor more than six (6) members, half of whom shall be from the City and half of whom shall be from the Union, for the purpose of discussing subjects of mutual concern. Such committee shall have the express purpose of building and maintaining a climate of mutual understanding and will attempt to reach mutually agreeable solutions to common problems. Such meetings shall not be open, but minutes shall be taken unless both parties agree otherwise. To provide for productive meetings, the parties agree that they will exchange topic agendas at least twenty-four (24) hours in advance of any meeting. Once either party has made a request for such a labor-management meeting, such meeting shall be scheduled as soon after the request as is practicable. Employee members of the committee shall not lose any straight time pay or benefits as a result of their participation on the committee while on duty. In order to promote efficiency and productivity in the conduct of the affairs of the Labor-Management Committee in the future, it shall be structured and permitted to operate in any manner mutually agreed upon in writing by the City and the Union.

ARTICLE XIX

CITY OF STOW POLICY AND RULES GOVERNING CONTROLLED SUBSTANCE AND ALCOHOL TESTING FOR FIREFIGHTER/PARAMEDICS

19.01 INTRODUCTION

A. The City of Stow and its firefighter/paramedics are committed to maintaining an effective, efficient and safe drug free work environment at all City facilities and work sites in order to safeguard City personnel, property, equipment, and the people we serve. For this reason, the following standards, rules and procedures were developed as a supplement to the City's Drug and Alcohol Program as they apply to Firefighter/Paramedics. The purpose is to provide managers and employees a more detailed and clearer understanding of the City's Drug and Alcohol Program requirements.

B. It should be noted that in its development, some additions and modifications were made to this supplement that may differ with the City's Drug and Alcohol Program. Where differences exist, this supplement will be controlling.

19.02 EMPLOYEE IMPAIRMENT DRUG AND ALCOHOL USE

A. Employees shall not possess or consume alcoholic beverages on duty or while in a uniform bearing a Department insignia on duty or off duty. Nor shall any employee consume alcoholic beverages in proximate time to his or her reporting time for duty or report to duty with evidence to having consumed any alcoholic beverage. Employees are prohibited from being at work while under the influence of alcohol or non-medically prescribed controlled substances. Any employee violating this provision will be subject to disciplinary action as stipulated under Section 19.09.

B. Employees shall advise their physician that they drive public safety motor vehicles, i.e. fire trucks, ambulances, etc. and perform paramedic services so the physician may advise the employee whether any prescribed medication will adversely affect the employee's ability to safely and proficiently perform their job. In the event prescribed medication will adversely affect the employee's ability to successfully perform the duties of their job, the employee shall be instructed not to report to work and the employee shall provide a document from their physician(s) stating there is no appropriate medication which would not adversely affect the employee's ability to safely and proficiently perform the duties of their job. Under this circumstance, the employee may use sick time or vacation time until they can obtain a release to return from their physician(s).

19.03 EMPLOYEE TESTING

A. POST ACCIDENT TESTING

Drug and alcohol testing of employees will be conducted following an accident if the following conditions exist:

1. While driving a City vehicle the employee is involved in an accident and is cited for a moving violation of any kind, plus
2. Any involved vehicle requires towing from the scene, or
3. Any personnel involved requires medical treatment away from the scene of the incident, or
4. Injury occurs that requires medical treatment beyond first aid and/or lost time, or
5. Damage to property exceeds \$1,000.00.

B. REASONABLE SUSPICION TESTING

A firefighter/paramedic shall not be subject to random drug or medical testing for the purpose of discovering possible drug or alcohol abuse. If however, objective evidence exists establishing reasonable cause to believe an employee's work performance is impaired due to drug or alcohol abuse, the City will require the employee to undergo drug testing. The City of Stow Observed Behavior Reasonable Cause Recording Form (Appendix B) shall be prepared each time a person is suspected of drug or alcohol use.

C. REFUSAL TO BE TESTED

Post accident testing and reasonable suspicion testing are fundamental to assuring a drug free work environment for our employees. In the event an employee refuses post accident or reasonable suspicion testing for alcohol or drugs, such refusal will be treated by the City as though a positive test result occurred. In such event, disciplinary action will be in accordance with Section 19.09 (C) of this supplement.

19.04 SAMPLE COLLECTION

All drug testing will be done from urine specimens collected under highly controlled conditions. The City uses collection providers who have Certified Medical Review Officers (MRO's) and follow specific collection procedures as set by the National Institute of Drug Abuse (NIDA). Facilities and collection procedures used by the collection provider(s) will be made available to the bargaining unit for review and comment upon request. (See Collection Procedure – Exhibit A.)

19.05 TESTING PROCEDURES

A. DRUG TESTING PROCEDURES

1. The testing program required by the City for Firefighter/Paramedics is limited to five drug types: (1) Marijuana, (2) Cocaine, (3) Opiates, (4) Amphetamines, (5) Phencyclidine (PCP).
2. All drug testing must be done from the urine specimens collected under highly controlled conditions. Specimen collection procedures require a designated collection site; security for the collection site; chain of custody documentation; use of authorized personnel; privacy during collection; integrity and identity of the specimen; and transportation to the laboratory.
3. Employee protection is built into the testing procedures. The City uses only federally certified laboratories. The Substance Abuse and Mental Health Services Administration certifies laboratories that have met all of the guidelines established by the Department of Health and Human Services.
4. After the urine specimen has been collected (see Exhibit A) and forwarded to the laboratory, two tests may be performed. The initial test is the immunoassay test. This is a screening test to determine drug usage for the five classes of drugs. The second test is a confirmation test.
5. The positive levels for the five classes of drug tests shall be in accordance with those standards in effect in the U.S. Department of Transportation regulations at the time the drug test is being administered. The NIDA 5 drug panel listing and the listed cutoffs will be made available by the specimen collection provider upon request of the person being tested.
6. If the results of the initial test are negative, the testing laboratory will advise the City of Stow's Medical Review Officer (MRO) that the drug test for the employee was negative. No additional tests on the specimen will be done.
7. If the results of the initial test are positive, that is, if the results exceed the test levels for any of the five drug classes, a second (confirmation) test is performed. This test is done in an entirely different manner from the initial one. All specimens identified as positive on the initial test must be confirmed using gas chromatography/mass spectrometry techniques.
8. Only specimens that are confirmed positive on the second or confirmatory test are reported positive to the Medical Review Officer for review and analysis.
9. A split specimen collection will be done. That is, the urine is divided into two specimen bottles. If the test result of the primary specimen is positive, the employee may request the Medical Review Officer to send the second (or split) specimen to a different certified lab for testing. (See Section 19.08 – Paid Time – Paid Tests). The testing of the split specimen will be for the presence of drugs with no cut-off levels. If the result of the test of the split specimen is “negative,” the MRO shall cancel the test. If the employee wants the split specimen tested, they must advise the MRO within 72 hours of being notified of the positive test result of the primary specimen.

10. The City needs to keep a record in the employee's file showing the type of test (pre-employment, periodic, etc.); date of collection; location of collection; entity performing the collection; name of lab; name of the MRO; and the test results.

B. ALCOHOL TESTING PROCEDURES

1. Alcohol testing is done by testing breath, because breath is the most easily obtained bodily substance and the results are known within minutes of testing. The test results are displayed and printed in terms of grams of alcohol per 210 liters of breath. The testing device is called an Evidential Breath Testing Device (EBT). The EBT is a scientific instrument which determines the concentration of alcohol expressed as "percent by weight". It does this by analyzing a specific volume of expired breath. The weight of alcohol in the breath sample is determined and the quantity of the alcohol converted to its equivalent value in blood. A BAC (blood alcohol concentration) of 0.01 means one tenth of a gram of alcohol per 210 liters of breath. The EBT will print three copies of each test result and the test results are numbered. A test may have two separate parts. The first test is the initial test. If the initial test shows a reading less than 0.02, the test is recorded as "negative". If the initial test result is 0.02 or greater a confirmation test will be done. The alcohol testing will be done in a site that affords privacy to the employee being tested. This site could be a room, van, or a partitioned-off area. Only one breath test will be done at one time. The person giving the test will not leave the testing sight during the employee's test.
2. The first part of the testing process is to make sure that the EBT is operating properly. In the employee's presence, the technicians runs an "air blank" test to make sure the EBT is working correctly and the reading is zero. Next, a sealed mouthpiece is opened and placed into the EBT. In order to get sufficient quantity of deep lung air, the employee is requested to blow into the mouthpiece for at least 6 seconds, or until the EBT indicates that an adequate amount of breath has been obtained. The EBT will immediately read the results of the test and a copy of the printed results will be given to the employee. Printed results are not required for the initial test.
3. When the initial test results show a reading of 0.02 BAC or greater, a confirmation test is necessary. Before the confirmation test, a 15 minute waiting period will be observed. The purpose of the 15 minute waiting period is to ensure that the presence of mouth alcohol from recent use of food, tobacco, or hygiene products, does not artificially raise the test result. As the confirmation test is done on the same EBT as the first test, the testing procedures will be the same.

When the confirmation result is different from the initial test, the confirmation test results will always be used to determine the consequences for the employee. A breath alcohol testing form will be prepared with a copy for the tested employee.

19.06 MEDICAL REVIEW OFFICER (MRO)

The City uses only Certified Medical Review Officers who are licensed physicians with knowledge of substance abuse disorders and drug testing procedures. It is the role of the MRO to review and interpret the positive test results. The MRO will examine alternate medical explanations for any positive test results. This action will include conducting a medical interview with the affected employee, review the employee's medical history and review of any other relevant biomedical factors. The MRO will review all medical records made available by a tested employee when a confirmed positive test could have resulted from legally prescribed medication.

19.07 LABORATORY RESULTS

Positive drug test results are sent from the laboratory to the collection provider for MRO review. The MRO then contacts the employee and reviews results. Once this review is completed and it is still determined that a positive result exists, the MRO informs the City's Drug and Alcohol Program Coordinator of the results. The Coordinator will advise the Fire Chief or designee and will initiate the administrative referral of the employee to the City's Substance Abuse Professional (SAP), as described in Section 19.09 (c). The City will keep drug test results confidential. (NOTE: Although the laboratory report remains confidential, the fact that an employee tested positive for drugs will be reported in a disciplinary proceeding.) Due to the fact that they may reflect the use of prescribed medications, they are considered a personal medical record and will not be released to the general public.

19.08 PAID TIME/PAID TESTS

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at their overtime rate, if applicable. Any employee who is not allowed to return to work while awaiting split sample test results will be compensated during the waiting period for all work time lost, including overtime, if the split sample test proves to be negative. The City shall pay all costs associated with the administration of alcohol and controlled substances tests recommended by the SAP. An employee may, at their own cost, have a retest at a laboratory of his choice, so long as the employee proves the laboratory is certified under the regulations; however, the employee shall only be reimbursed by the City if the retest is negative. In the event of a positive test for controlled substances or an alcohol concentration of 0.02 or higher under reasonable suspicion testing, the City will only compensate the employee for all work time lost, including overtime, if applicable, up to the time the positive test result is verified by the MRO.

19.09 DISCIPLINE

- A. When the result of an alcohol test is above 0.02 but less than 0.04, the employee will be relieved from duty and not be permitted to report back to work within 24 hours following the administration of the test. In the event the 24 hour period following the

positive test overlaps an employee's regularly scheduled shift, the employee may use sick time, vacation time, or personal time to cover the overlapping time period.

B. In the event the employee is tested to have an alcohol concentration of greater than 0.02 but less than 0.04 three or more times within a two year period:

1. The City will send the employee home without pay;
2. The City will not allow the use of sick leave or vacation; and
3. The employee will be advised to undergo evaluation by a Substance Abuse Professional (SAP) and be referred to counseling or treatment.
4. The City may impose discipline up to and including discharge against the employee.

C. When the result of a drug test is positive, or an alcohol test 0.04 or above, the employee will be notified of the results. In such instance, the employee will be given the opportunity to offer an explanation to the Medical Review Officer (MRO) for the positive results. In the absence of an explanation which is acceptable, as determined by the MRO, the employee will be subject to discipline as defined under 19.09, 1 and 2 and will be administratively referred to undergo evaluation by a Substance Abuse Professional (SAP) and will be required, as a condition of continued employment, to successfully participate in any counseling or treatment program as shall be recommended by the SAP. The employee shall also be subject to random drug and alcohol testing for a period of twenty-four (24) months following the completion of the treatment program. Failure to successfully complete the recommended program will constitute just cause for discharge; however, if said employee is fully and faithfully participating in the prescribed counseling or treatment program but relapses during such a program, such relapse shall be treated by the City as a second offense. The City reserves the right to impose progressive discipline at any time during the employee's employment.

1. The first and second time in a period of two years an employee is required by an SAP to participate in any counseling or treatment program, the employee's health insurance coverage with the City may be used and sick leave may be used for counseling or treatment, pursuant to the terms of individual collective bargaining agreements.
2. The third time in a period of two years an employee tests positive for controlled substances and/or alcohol of over 0.04 concentration, the employee will be subject to immediate discharge.
3. In the event an employee is disciplined because of a positive test for controlled substances or an alcohol concentration of 0.04 or greater, unpaid time off will be credited as time served toward the total suspension imposed.

19.10 DUTY ASSIGNMENT AFTER TREATMENT

Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment.

19.11 RIGHT OF APPEAL

The employee has the right to challenge the results of the drug and alcohol tests. Any discipline imposed shall be in accordance with the procedures outlined within the collective bargaining agreement.

19.12 REVISION/AMENDMENT TO THIS POLICY

The City and/or the Union reserve the right, from time to time, to recommend revisions to the foregoing policy; however, no such revision(s) shall be implemented or take effect unless mutually agreed by the City and the Union. Any amendments shall be in writing.

ARTICLE XX FITNESS FOR DUTY EXAMINATION

20.01 The City may order a bargaining unit member to submit to a physical, medical, and/or psychological fitness for duty examination(s) when there is an objective and reasonable basis for believing that the bargaining unit member is physically, medically, or mentally incapable of performing his or her essential duties in the Fire Department.

Objective and reasonable basis is defined as one that is not merely speculative but is derived from direct observation or other reliable evidence. An order that a bargaining unit member submit to a physical, medical, and/or psychological fitness for duty examination(s) is not discipline in nature, and shall not be used as a substitute or in place of discipline. In addition, a fitness for duty examination shall not be ordered for capricious, arbitrary or discriminatory reasons.

20.02 Initial fitness for duty examination(s) will be conducted by a physician or psychologist of the City's choice, with no loss in pay or benefits or cost to the bargaining unit member. Prior to any examination, the City shall supply the examining practitioner(s) with: (1) facts relating to the perceived disabling illness, injury or condition; (2) the physical and mental requirements of the bargaining unit member's position; (3) job classification specifications for the bargaining unit member's position; and (4) position descriptions. Copies of any documents and/or materials provided to the practitioner(s) by the City will be provided simultaneously to the bargaining unit member subject to testing.

Following the examination, the physician or psychologist shall provide the City and the bargaining unit member a written report detailing the physician's or psychologist's assessment of the bargaining unit member's ability to perform his or her duties in the Fire Department with or without reasonable accommodation. The bargaining unit member is entitled to copies of all examination results and documentation associated with the examination subject to Ohio Revised Code Section 1347.08 and/or any other applicable law.

20.03 The City shall pay the costs of the examinations. However, a bargaining unit member will be responsible for the costs associated with an unexcused failure to appear at a scheduled examination.

20.04 A bargaining unit member's refusal to submit to an examination, the unexcused failure to appear for an examination, or the refusal to release the results of the examination amounts to insubordination, punishable by the imposition of discipline up to and including removal.

20.05 The City reserves the right to place a bargaining unit member on paid leave pending the final results of the fitness for duty examination prior to the examination results. Said paid leave is not discipline.

20.06 Employees shall have the right to submit to a fitness for duty examination by a physician or psychologist of the employee's choice at any time. Fees and expenses of an employee's physician and/or psychologist shall be borne by the employee.

If the employee chooses to exercise their right to submit to a fitness for duty examination by a physician and/or psychologist of the employee's choice, any determination on the employee's fitness for duty shall be held in abeyance until the fire department physician and/or psychologist has reviewed the findings of the employee's physician and/or psychologist, provided:

- The employee provides the City with notice of their intention to do so within ten (10) calendar days of receiving the fitness for duty report by the City's physician and/or psychologist, and
- The City's physician and/or psychologist is provided, in a timely manner, with the report(s) of the employee's physician's and/or psychologist's fitness for duty exam and documentation that was created and/or reviewed in generating the report(s).

20.07 If a bargaining unit member is deemed physically, medically, or mentally incapable of performing his or her essential duties as a Firefighter/Paramedic, the City will make reasonable efforts to accommodate the bargaining unit member in continuing their employment with the City of Stow. "Reasonable accommodations" are modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable an employee to perform the essential functions of that position. "Reasonable accommodations" shall be defined consistent with the Americans with Disability Act ("ADA").

If a bargaining unit member is deemed physically, medically, or mentally incapable of performing his or her essential duties as a Firefighter/Paramedic with or without reasonable accommodation, or has their functioning paramedic status pulled by the medical director, and if there are vacant positions within the City for which the bargaining unit member qualifies, the bargaining unit member may apply for the vacant position. Other Collective Bargaining Agreements, Civil Service Rules, and/or a hiring freeze in place at that time are applicable to an application for a vacant position.

20.08 When fitness for duty examinations (medical evaluations) are conducted by a physician or medical provider other than the fire department physician and/or fire department psychologist, the evaluation shall be reviewed and approved by the fire department physician and/or fire department psychologist.

In the case of examinations undertaken to determine fitness for duty for purposes of return to work, the bargaining unit member's return to work is subject to the approval of the fire department physician and/or fire department psychologist.

The process to select the fire department physician(s) and/or fire department psychologist(s) referenced above shall be jointly conducted by the City and the Union, with the City retaining final decision-making authority.

In order to serve as a fire department physician, the physician must satisfy the following minimum criteria:

- (a) Licensed doctor of medicine or osteopathy who has completed residency training in an accredited medical training program and/or is American Boards of Medical Specialties (ABMS) or American Osteopathic Association (AOA) board certified or international equivalent
- (b) Board certified in occupational medicine with experience running an occupational medicine program for public safety workers, preferably firefighters
- (c) Familiarity with the City's fire services; current job descriptions; the knowledge, skills and abilities of firefighters; the physiological and psychological demands placed on firefighters; and the essential job tasks required for all fire department positions and ranks
- (d) Recognized by the Ohio Police and Fire Pension Fund as an Evaluating Physician
- (e) Recognized as a Workers' Compensation Provider/Evaluating Physician

In order to serve as a fire department psychologist, the psychologist must satisfy the following minimum criteria:

- (a) Licensed psychologist with education, training, and experience in the forensic and/or diagnostic evaluation of mental and emotional disorders
- (b) Possess training and experience in the evaluation of safety personnel
- (c) Prior to conducting a psychological fitness for duty examination(s), become familiar with the City's fire services; current job descriptions; the knowledge, skills and abilities of firefighters; the physiological and psychological demands placed on firefighters; and the essential job tasks required for all fire department positions and ranks
- (d) Recognize their areas of competence based on their education, training, supervised experience, consultation, study, and/or professional experience

right to rebut the City's evidence, and to present testimony and evidence on the employee's own behalf.

If an employee chooses to exercise their right to submit to a fitness for duty examination of a physician and/or psychologist of the employee's choice pursuant to 20.06 of the Fitness for Duty Article, the hearing shall be continued for a reasonable period of time to allow for the fitness for duty examination of a physician or psychologist of the employee's choice to be completed. Upon receipt of the report(s) and documentation that was created or reviewed in generating the report(s) of the employee's fitness for duty examination, the pre-separation hearing shall be scheduled. The employee will be provided written notice of the date of hearing at least seven (7) calendar days in advance of the hearing.

If the City determines, after weighing the testimony presented and evidence admitted at the pre-separation hearing, that the employee is capable of performing his or her essential job duties, then the involuntary disability process shall cease and the employee shall be considered fit to perform his or her essential job duties.

If the City determines, after weighing the testimony presented and the evidence admitted at the pre-separation hearing, that there is substantial, credible medical evidence that the employee is incapable of performing the essential job duties of the employee's assigned position due to the disabling illness, injury or condition, then the appointing authority shall issue an involuntary disability separation order.

21.04 At the time the City makes a final determination whether to separate an employee on the basis that the employee is incapable of performing the essential job duties of the employee's assigned position due to the disabling illness, injury or condition, the City shall:

- provide an involuntary disability separation order to the employee, and
- notify the employee of the required procedures to apply for reinstatement, and
- notify the employee of his/her appeal rights.

The effective date of separation, for purposes of reinstatement, shall be based on the date on which the employee was no longer performing in active work status due to the disabling illness, injury or condition.

21.05 An employee may appeal via the grievance procedure the City's decision to impose an involuntary disability separation or denial of a reinstatement request only on any of the following grounds:

- (a) If the disability separation decision or denial of a reinstatement request was made by the City for capricious, arbitrary or discriminatory reasons.
- (b) Evident partiality, corruption, or demonstrable bias by the City and/or the physician/psychologist determining that the employee is unable to perform the essential job duties of his or her position (i.e. not fit for duty).
- (c) The City and/or physician/psychologist determining that the employee is not fit for duty refused to postpone any meeting or hearing upon sufficient cause shown, neglected to review evidence pertinent and material to the evaluation, or otherwise violated the employee's due process rights.
- (d) In determining that the employee is not fit for duty, the City and/or

physician/psychologist acted in a manner that conflicted with the accepted standards of their profession or the physician/psychologist's practice, or so imperfectly evaluated the employee that a definite evaluation and determination on the employee's fitness for duty was not made.

Any grievance filed on the above grounds must be filed at Step 3 of the labor agreement's grievance procedure within ten (10) calendar days of receiving an involuntary disability separation order from the City.

If an employee elects to appeal an involuntary disability separation on grounds other than those listed above, the employee may appeal in writing to the Civil Service Commission within ten (10) calendar days of receiving an involuntary disability separation order from the City.

An employee may appeal an involuntary disability separation via only one (1) of the two (2) options set forth above (i.e., either appeal through grievance or appeal through Civil Service).

If an appeal is made pursuant to this article, an arbitrator or the Civil Service Commission, and/or any other adjudicative entity to whom the issue(s) is (are) ultimately appealed, may vacate a disability separation determination and may order that the employee be returned to active employment with the City, under the condition that the employee is first found to be able to perform the essential job duties of the employee's position by a physician and/or psychologist. The physician and/or psychologist shall:

- meet the qualifications set forth in 20.08 "Fitness for Duty"
- be mutually agreed upon by the City and the Union.

If the parties are unable to agree upon the physician and/or psychologist, the choice will be submitted to the arbitrator, the Civil Service Commission, and/or any other adjudicative entity to whom the issue(s) was appealed, who will select from the physicians and/or psychologists suggested by the parties. If any of the entities listed above decline to choose a physician and/or psychologist, then the choice shall be submitted by the parties to arbitration pursuant to this Agreement.

21.06 An employee who has been involuntarily disability separated based upon lack of fitness for duty is not prohibited from applying for disability benefits through the Ohio Police and Fire Pension Fund.

21.07 After three (3) months of the employee no longer performing in active work status due to the disabling illness, injury or condition, the employee may make a written request to the City for reinstatement from a disability separation. The employee's request for reinstatement shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the employee's essential job duties.

21.08 Upon receiving a request for reinstatement, the City shall either reinstate the employee or require the employee to submit to a medical or psychological examination in accordance with Article XX, "Fitness for Duty." The City will review the medical evidence submitted by the employee, and if applicable the results of a medical or psychological examination conducted in accordance with Article XX, "Fitness for Duty," and make an initial determination of whether or not the employee is capable of performing the essential duties of

the employee's position.

21.09 The City shall notify the employee of its determination to approve or deny the reinstatement request no later than sixty (60) days after it receives the employee's written request.

An employee shall not make subsequent requests for reinstatement more than once every three (3) months from the date the employee is notified of a reinstatement denial. An employee is not eligible for reinstatement if the request occurs later than three (3) years from the date that the employee was no longer in active work status due to the disabling illness, injury, or condition.

21.10 If the appointing authority initially determines that the employee is once again capable of performing the essential job duties of the employee's position, the appointing authority shall reinstate the employee.

If the City determines that reasonable cause exists to conclude that the employee remains incapable of performing the essential job duties of the employee's position, the City shall notify the employee, who shall have the ability to request a pre-reinstatement hearing. An employee shall request a pre-reinstatement hearing within seven (7) calendar days of notification by the City that it has determined that the employee remains incapable of performing the essential job duties of the employee's position. Upon request for a pre-reinstatement hearing, the employee shall be provided written notice at least seven (7) calendar days in advance of the pre-reinstatement hearing. Prior to the pre-reinstatement hearing the employee has a right to examine the City's evidence of continuing disability. At the pre-reinstatement hearing, the employee may rebut the City's evidence and present testimony and evidence on the employee's own behalf. The City will weigh the testimony presented and evidence admitted at the pre-reinstatement hearing to determine whether the employee is able to perform the essential job duties of the employee's assigned position. If the City still finds that reasonable cause exists to conclude that the employee is incapable of performing the essential duties of his or her position due to the disabling illness, injury, or condition, then the City will not reinstate the employee.

If a request for reinstatement is denied following the pre-reinstatement hearing, the employee may appeal the City's determination in accordance with Section 21.05, if the employee has not previously appealed the disability separation determination or a previous denial of a request for reinstatement, unless the employee has since been deemed by the Ohio Police & Fire Pension Fund and/or other State of Ohio entity to no longer be deemed disabled, in which case the employee may again seek reinstatement.

If the City finds the employee capable of performing the essential duties of the employee's position, then the City shall reinstate the employee.

21.11 If the City determines that the employee is to be reinstated, then the employee has a right to be assigned to the position in the classification the employee held at the time of disability separation. If the classification the employee held at the time of disability separation no longer exists, is no longer utilized by the City, or has been filled utilizing the "key" employee exception as set forth in FMLA, then the employee shall be placed in a similar

classification, with comparable compensation and/or benefits as his or her former position.

21.12 An employee who fails to apply for reinstatement within three (3) years from the date that the employee was no longer in active work status due to a disabling illness, injury, or condition shall be deemed permanently separated from service. However, if the employee has been granted disability benefits by a state retirement system, the requirements of this provision shall apply for up to the maximum number of years established by their respective retirement system, except that a licensed practitioner shall be appointed by the public employees' retirement board and application for reinstatement shall not be filed after the date of service eligibility retirement.

21.13 An employee who has applied for and received a disability retirement from the Ohio Police & Fire Pension Fund shall be considered on leave of absence from the recipient's position of employment as a member of the fire department during the first five years following the effective date of the recipient's disability benefit, notwithstanding any contrary provisions of this Article or Collective Bargaining Agreement.

If the Ohio Police & Fire Pension Fund certifies to the City that the recipient is no longer incapable of resuming service, at the recipient's request, the employer shall restore the recipient to the previous position and salary or to a position and salary similar to it, with all previous rights, including civil service status. However, in such circumstances, the employer is not required to restore the recipient to employment if, prior to the Ohio Police & Fire Pension Fund certifying to the City that the recipient is no longer incapable of resuming service, the recipient was discharged for just cause for disciplinary reasons, or the recipient voluntarily resigned in lieu of discharge for just cause for disciplinary reasons.

ARTICLE XXII

SAVINGS CLAUSE

22.01 If any article or section of this Agreement or any Addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and Addendum shall remain in full force and effect for the contract term.

ARTICLE XXIII

TERM OF AGREEMENT AND SIGNATURES

23.01 This Agreement shall be effective April 1, 2015, and shall continue in effect through December 31, 2017. Either party may serve written notice to the other of its intentions to open negotiations to terminate, modify or negotiate a successor Collective Bargaining Agreement, at least ninety (90) days prior to December 31, 2017.

IN WITNESS WHEREOF, the parties hereto affix their signatures this 28th day of

January, 2015.
2016

EMPLOYEE RIGHTS

YOU HAVE BEEN SERVED WITH A NOTICE OF DISCIPLINE. UNDER THE LABOR CONTRACT, YOU HAVE RIGHTS AS LISTED BELOW. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

IF, AFTER READING YOUR RIGHTS AND DISCUSSING THE MATTER WITH YOUR UNION REPRESENTATIVE, YOU AGREE TO THE PROPOSED DISCIPLINE, YOU MAY SIMPLY SIGN THIS FORM AT THE BOTTOM TO NOTE YOUR AGREEMENT, AND RETURN IT TO YOUR DIRECTOR OF PUBLIC SAFETY.

IF YOU DISAGREE WITH THE DISCIPLINE, YOU SHOULD STATE YOUR REASONS IN WRITING IN THE SPACE PROVIDED BELOW, AND RETURN THIS FORM TO YOUR DIRECTOR OF [PUBLIC SAFETY WITHIN 14 DAYS OF RECEIPT OF THE NOTICE OF DISCIPLINE. IN THIS DOCUMENT, DAYS ARE DEFINED AS CALENDAR DAYS.

RIGHTS

1. YOU ARE ENTITLED TO REPRESENTATION BY THE UNION.
2. YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED DISCIPLINE BY FILING A DISCIPLINARY GRIEVANCE WITHIN 14 DAYS OF RECEIPT OF THE PROPOSED DISCIPLINE WITH YOUR DIRECTOR OF PUBLIC SAFETY.
3. IF YOU FILE YOUR OBJECTIONS, THE DIRECTOR OF PUBLIC SAFETY WILL SCHEDULE A FORMAL MEETING WITHIN 14 DAYS OF RECEIPT OF THIS FORM TO DISCUSS THE MATTER. YOU MAY HAVE REPRESENTATION AT THIS MEETING.
4. THE DIRECTOR OF PUBLIC SAFETY SHALL RENDER AN ANSWER IN WRITING TO THE GRIEVANT, WITH A COPY TO THE UNION, WITHIN 14 DAYS OF THE HEARING.
5. YOU WILL HAVE 30 DAYS AFTER RECEIPT OF THE DIRECTOR OF PUBLIC SAFETY'S DECISION IN WHICH TO APPEAL THE DECISION PURSUANT TO THE GRIEVANCE PROCEDURE.
6. NO RECORDING WILL BE MADE OF DISCUSSIONS OR QUESTIONING UNLESS YOU ARE INFORMED AND ARE PROVIDED A COPY OF THE TRANSCRIPT OR RECORD WITHIN AT LEAST 14 DAYS PRIOR TO THE DATE OF THE ARBITRATION. COST OF THE RECORD OR TRANSCRIPT SHALL BE PAID BY THE PARTY REQUESTING THE COPY OF THE TRANSCRIPT.
7. THE COST OF THE ARBITRATOR WILL BE DIVIDED EQUALLY BETWEEN THE PARTIES.

(Note: This form is an advisory summary only – in the event of any conflict, the employee rights shall be as contained in the actual contract language of the labor agreement itself.)

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

TO THE EMPLOYEE:

THIS FORM MUST BE RETURNED WITHIN 10 DAYS TO THE APPOINTING AUTHORITY.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

(IF MORE SPACE IS NEEDED, ATTACH EXTRA SHEETS OF PAPER)

SIGNATURE: _____

DATE: _____

APPROVED: DATE: _____

APPOINTING AUTHORITY SIGNATURE: _____

(The use of this form is optional – It is not required)

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

(The use of this form is optional – It is not required)

STEP 2 SUMMARY

To the Employee and Appointing Authority

Please complete this form showing the disposition of the proposed discipline following your informal meeting. One copy should be retained by the Appointing Authority and one by the Employee and his/her representative, if any.

DISCIPLINARY MATTER SETTLED:

Discipline to be imposed: _____

Effective (Date): _____

Employee Signature

Date

Appointing Authority Signature

Date

DISCIPLINARY MATTER NOT SETTLED:

I hereby request a formal grievance be filed at Step _____ of the Grievance Procedure.

Employee Signature

Date

(The use of this form is optional – It is not required)

Exhibit A

COLLECTION PROCEDURE FOR DOT SPLIT SPECIMEN DRUG SCREENS

1. Ask for patient's picture I.D. (all patients that require drug testing MUST have some form of picture ID preferably with his/her social security number on it or a representative from the employer must be PRESENT to identify the patient. Verbal identifications cannot be made.)
2. Have patient complete the consent for drug testing, release of medical information and the registration form.
3. Have patient remove any hats, coats and any articles from his/her pockets.
4. Have patient wash hands.
5. Open the drug screen collection kit with the patient present.
6. Instruct the patient not to flush the toilet, run water or use the soap dispenser until after he/she gives the collector his/her sample.
7. Pour bluing into toilet.
8. Instruct the employee to fill collection cup to at least 45 ml with client's urine and not to flush toilet until he/she has handed you the specimen.
9. After receipt of the specimen, keep it within the direct line of vision of the employee until it has been sealed.
10. Note the temperature on the specimen cup within (4) minutes.
11. With the employee watching, seal the specimen as follows:
 - A. Pour the urine into the specimen bottles. The first bottle should have at least 30 ml. The second should have at least 15 ml.
 - B. Screw the lids tightly.
 - C. Place the Bottle Custody Seal tape on each bottle, with the circle over the cap.
 - D. Write in the date collected and have the employee initial the tape in the space provided.
 - E. Place the specimen in the plastic bag with absorbent material and place it in the appropriate collection packet.
12. After the bottles are sealed, have the employee fill in the Donor Information on the correct section on the Chain of Custody form.
13. The collector will then fill in the collector information on the Chain of Custody.
14. The specimen COC copies will be sealed in the specimen box along with the urine specimen.
15. The donor copy is given to the client.
16. Keep the employer copy and the MRO copy for the clinic records.
17. Place sealed and processed specimen in the appropriate pick up area.

(Optional Form – Not Required)

Exhibit B

**STOW FIRE DEPARTMENT
OBSERVED BEHAVIOR
REASONABLE CAUSE RECORDING FORM**

Name of Employee Observed: _____

Employee's Social Security Number: _____

Hire Date: _____ Date of Observation: _____

Time of Observation: From _____ AM/PM To _____ AM/PM

Location of Observation: _____

Observed personal behavior (check all appropriate items):

- | | | | |
|-------------------------------------|--|-------------------------------------|---|
| 1. Speech | 2. Awareness | 3. Balance | 4. Walking & Turning |
| <input type="checkbox"/> Normal | <input type="checkbox"/> Normal | <input type="checkbox"/> Normal | <input type="checkbox"/> Normal |
| <input type="checkbox"/> Incoherent | <input type="checkbox"/> Confused | <input type="checkbox"/> Swaying | <input type="checkbox"/> Stumbling |
| <input type="checkbox"/> Confused | <input type="checkbox"/> Sleepy | <input type="checkbox"/> Staggering | <input type="checkbox"/> Swaying |
| <input type="checkbox"/> Slurred | <input type="checkbox"/> Paranoid | <input type="checkbox"/> Falling | <input type="checkbox"/> Arms Raised
for Balance |
| <input type="checkbox"/> Whispering | <input type="checkbox"/> Lack of
Coordination | | <input type="checkbox"/> Falling |
| <input type="checkbox"/> Silent | | | <input type="checkbox"/> Reaching for Support |

5. Description of other observed actions or behavior indicative of possible drug use (be specific):

Names and Titles of Observing Supervisor(s) or City Official(s):

Name	Title	Date
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

THIS FORM MUST BE PREPARED EACH TIME A PERSON IS SUSPECTED OF DRUG OR ALCOHOL USE BY ACTIONS, APPEARANCE, OR CONDUCT WHILE ON DUTY. IT MUST BE PRODUCED AND SIGNED WITHIN 24 HOURS OF OBSERVED BEHAVIOR OR BEFORE RESULTS OF THE DRUG TEST ARE RELEASED, WHICHEVER IS THE EARLIER.

Type of Drug or Metabolite	Initial Test	Confirmation Test
(1) Marijuana metabolites	50	
(i) Delta-9-tetrahydrocannabinol-9-carboxylic acid (THC)		15
(2) Cocaine metabolites (Benzoylecgonine)	300	150
(3) Phencyclidine (PCP)	25	25
(4) Amphetamines	1000	
(i) Amphetamine		500
(ii) Methamphetamine		500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/ml.)
(5) Opiate metabolites	2000	
(i) Codeine		2000
(ii) Morphine		2000
(iii) 6acetylmorphine		10 Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/ml.

(b) On the initial drug test, you must report a result below the cutoff concentration as negative. If the result is at or above the cutoff concentration, you must conduct a confirmation test.

(c) On a confirmation drug test, you must report a result below the cutoff concentration as negative and a result at or above the cutoff concentration as confirmed positive.

(d) You must report quantitative values for morphine or codeine at 15,000 ng/ml or above.

Memorandum of Understanding - Compensatory Time Policy & Guidelines

City of Stow and IAFF Local 1662, AFL-CIO

The parties agree to enter into this Memorandum of Understanding ("Memorandum") regarding the accrual and the use of compensatory time for covered 24-hour shift employees of the Fire Department in accordance with Section 14.06 of the labor agreement. This Memorandum shall be effective January 1, 2016, and shall automatically expire at the end of the thirty-three month contract, December 31, 2017, or when the parties ratify and execute a successor agreement, whichever is later. It shall be continued in a successor contract only by mutual agreement between the parties.

1. If advance approval is given by the Fire Chief, firefighters working 24-hour shifts who work approved overtime for either fire training or special teams training may earn and receive compensatory time as payment for such overtime, or the Fire Chief, in his sole discretion, may approve payment for such training on overtime. Compensatory time earning and/or accumulation shall be limited to 48 hours in total in any year, which shall also be the maximum allowable limit to the credit of any 24-hour shift firefighter at any time. No new compensatory time can be earned if such firefighter is at the 48 compensatory time hour cap or has earned 48 hours of compensatory time in the current calendar year. Compensatory time hours not used within one (1) year of being earned may be scheduled off by the Fire Chief in accordance with the operating needs of the department.

2. The Union agrees to waive any federal or state rights under wage and hour laws regarding the department's decision not to grant compensatory time off if it results in overtime unless such rights are not permitted to be waived. In addition, the Union recognizes that if a persistent pattern develops, wherein after confirming a firefighter's compensatory time off other firefighters then take sick time or other time off that creates overtime, the parties will negotiate adjustments in the notice requirements of this policy.

3. The Fire Chief, in his sole discretion, may approve training or work assignments for which compensatory time may be earned for other than the purposes stated in paragraph 1., above.

4. Once earned, compensatory cannot be cashed-in with the City except upon bona fide retirement of the firefighter under the Ohio Police & Fire Pension Fund or final separation of service from the City.

5. Disputes or clarifications regarding this MOU shall be referred to the City of Stow/IAFF Labor-Management Committee.

6. All compensatory time use shall be in accordance with the Departmental Leave Scheduling Directive. If this MOU is not renewed, any compensatory time earned prior to its expiration but unused shall remain to the credit of the firefighter for use under the terms of this MOU.

Approved by:

Sam Drew
CITY OF STOW

John G. Earle
CITY OF STOW

[Signature]
CITY OF STOW

[Signature]
CITY OF STOW

1/28/2016
DATE

JOHN FORZANO
IAFF

[Signature]
IAFF

Timothy J. Jewell
IAFF

[Signature]
IAFF

1-28-2016
DATE

FOR I.A.F.F. LOCAL NO. 1662:

Tom Fornars

Wm. D. Off

Timothy J. Jewell

John V. [unclear]

1-28-2016
Date

FOR THE CITY OF STOW:

James Drew

John G. Earle

[Signature]

[Signature]

1/28/2016
Date