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A COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF TALLMADGE, OHIO

And

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2764 (FIREFIGHTERS)

Effective: January 1, 2016

Expires: December 31, 2018

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ARTICLE 1
PREAMBLE

- 1.01 This Agreement is made and entered into by and between the City of Tallmadge, Ohio hereinafter referred to as the Employer, and International Association of Firefighters, Local No. 2764, representing full-time Firefighters in the City of Tallmadge, and hereinafter referred to as the Union.
- 1.02 The probationary period for all newly hired employees shall not exceed one year. Employees shall not have any seniority during the probationary period: however, upon completion of the probationary period, seniority shall start from the date of hire.
- 1.03 The employer shall have the sole discretion to discipline or discharge probationary employees and any such action shall not be appeal able through any grievance or arbitration procedure contained herein.

ARTICLE 2
PURPOSE AND INTENT

- 2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:
- A. To recognize the legitimate interest of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
 - B. To promote fair and reasonable working conditions;
 - C. To promote individual efficiency and service to the citizens of the City of Tallmadge;
 - D. To avoid interruption or interference with the efficient operation of the Employer's business; and
 - E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

- 3.01 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, including the Firefighter/Paramedics and Shift Supervisors, including those designated as Battalion Chief or Fire Marshal. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4
MANAGEMENT RIGHTS

- 4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights, which belong to and are inherent to the Employer, the Employer retains the right to:
- A. Hire, discharge, transfer, suspend and discipline employees;
 - B. Determine the number of persons required to be employed, laid off or discharged for just cause;
 - C. Determine the qualification of employees covered by this Agreement;
 - D. Determine the starting and quitting time and the number of hours to be worked by its employees;
 - E. Make any and all reasonable rules and regulations;
 - F. Determine the work assignments of its employees;
 - G. Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
 - H. Determine the type of equipment used and the sequence of the work processes;
 - I. Determine the making of technological alterations by revising either process, or equipment, or both;
 - J. Determine work standards and the quality and quantity of work to be produced;
 - K. Select and locate buildings and other facilities;
 - L. Establish, expand, transfer and/or consolidate work processes and facilities;
 - M. Consolidate, merge, or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect property, facilities, processes or work;
 - N. Terminate or eliminate all or any part of its work or facilities.
- 4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the Grievance Procedure herein contained.
- 4.03 The City may not require an employee to submit to psychological testing except upon a showing of probable cause, and may engage in random drug or alcohol testing and pre-employment testing except by “rebuttable presumption law”.
- A. Any testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. All drug testing shall include gas chromatography/mass spectrophotometry. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee.
 - B. An employee refusing to undergo the required testing shall be subject to disciplinary action including discharge.

- C. Any discipline which shall result from a positive test shall be processed through the disciplinary procedure in this contract and shall include a first abuse offense rehabilitation program paid for by the Employer and as specified in the City EAP program.
- D. When completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance or alcohol, the employee shall be returned to his position.
- E. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete program of rehabilitation, or if he tests positive at any time during a five (5) year period after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all tests and confirmatory tests shall be borne by the City.
- F. For the purpose of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the examinations/drug-screen testing provided for in this Article and the city Random Drug Testing Procedures per the City of Tallmadge Drug Free Workplace Policy. Except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug-screening test results. No other medical finding may be released without the express written permission of the employee.

The drug testing policy

G. The drug testing policy shall be designed to comply with the level 2 drug free workplace plan established by the Bureau of Workers Compensation (BWC). The drug and alcohol testing provisions may be subject to reopening if the BWC requires different standards for a Level 2 drug free workplace plan. If the reopening results in impasse, the dispute resolution procedures contained in the Ohio Revised Code 4117 shall be used to resolve the dispute. The City shall not attempt to introduce changes to non-drug testing contract provisions as part of any reopener.

CUT OFF LEVELS FOR POSITIVE DRUG TESTING RESULT

SUBSTANCE	INITIAL SCREEN LEVEL	CONFIRMATION LEVEL
Amphetamines	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines (valium, tranquilizers)	300 ng/ml	200 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana (THC)	100 ng/ml	15 ng/ml
Methadone (quaaludes)	300 ng/ml	200 ng/ml

(qualaludes)

Opiates	300	ng/ml	300	ng/ml
Phencyclidine (PCP, angel dust)	25	ng/ml	25	ng/ml
Propoxyphene	300	ng/ml	200	ng/ml

ARTICLE 5 **DUES DEDUCTION**

- 5.01 During the term of this Agreement, the City will deduct uniform dues or an amount equal to the monthly dues as designated as service charge for I.A.F.F. services, provided that, at the time of such deduction, there is in the possession of the City a current, written and signed authorization for the deduction of dues from the employee, all subject to State and Federal laws.
- 5.02 Previous signed and un-revoked authorization shall continue to be effective until revoked in writing.
- 5.03 Dues deduction will be made at least on a monthly basis, and paid to I.A.F.F., with the Employer providing a list of those employees for whom dues deduction have been made.
- 5.04 I.A.F.F. shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that arise out of, or by reason of, action taken or not taken by the City for the purpose of complying with any of the provisions of this Article.

ARTICLE 6 **NO STRIKE/NO LOCKOUT**

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

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

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities, which are the basis of health, and welfare of its citizens and that any violation of this Article would

give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

6.05 The Employer agrees that it will not lockout employees nor do anything else to interrupt or prevent continuity of services by members of the bargaining unit.

ARTICLE 7 **NON-DISCRIMINATION**

7.01 The parties to this Agreement shall not discriminate for or against any employee on the basis of membership or position in the Union.

7.02 It is a condition of this Agreement, agreed to by both parties, to provide equal opportunity to all employees and to prohibit any discrimination because of race, creed, color, sex, marital status, national origin, age, handicap, or political affiliation. Nothing in this contract shall provide, however, any additional rights, privileges, recourse, or remedy other than those already provided by State and Federal law.

ARTICLE 8 **LABOR-MANAGEMENT COMMITTEE**

8.01 There shall be a Labor-Management Committee consisting of up to three (3) Union representatives and up to three (3) Employer representatives.

8.02 The Committee shall meet at the request of either party or at least semi-annually, unless mutually waived, to discuss matters of mutual concern, excluding those issues subject to the Grievance Procedure or collective bargaining.

8.03 The committee shall have the authority to make recommendations to the Union and Employer.

ARTICLE 9
UNION ACTIVITIES

9.01 One (1) member of the unit will be allowed time off regularly scheduled duties with pay for attendance at necessary meetings relative to negotiating future contracts.

9.02 A Union member shall be granted leave of absence from scheduled work for Union activities requiring travel to another area, but such time off shall be without pay and shall be granted only upon seven (7) days notice to the Fire Chief or Safety Director.

ARTICLE 10
SICK LEAVE

10.01 All employees will follow the attached Sick Leave/Attendance Policy (Attachment #1). Sick leave shall be defined as an absence with pay necessitated by:

- A. Illness or injury to the employee;
- B. Exposure by the employee to a contagious disease communicable to other employees;
- C. Pregnancy of the employee; and/or
- D. Serious illness, injury or death in the employee's immediate family.

10.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in pay status and may accumulate such sick leave to an unlimited amount, provided no employee can earn or accrue more than one hundred sixty (160) hours in any calendar year.

10.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

10.04 Each full-time employee eligible to earn sick leave shall commence earning time from the effective full-time hire date of employment with the City of Tallmadge.

10.05 Sick leave may be used in segments of not less than one (1) hour.

10.06 Before an absence may be charged against accumulated sick leave, the Employer may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Employer and paid by the Employer. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave, unless waived by the Director of Safety.

10.07 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer, at his sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's sole discretion, be considered an unauthorized leave and shall be without pay.

10.08 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action as provided in the City's "Sick Leave/Attendance Policy"(Attachment #1).

10.09 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

10.10 When the use of sick leave is due to illness, injury or death in the immediate family, "immediate family" shall be defined as employee's parents, spouse, child, stepparents, stepchildren, brother, sister, in-laws, grandchildren, and grandparents. Children living in the same household as the employee are considered immediate family.

10.11 SICK LEAVE PAYOUT AT RETIREMENT

Upon retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits with any State of Ohio Public Employee Retirement System, be it P.E.R.S., the Police and Firefighter's retirement program, or any such other program, such employee shall be entitled to receive remuneration for any unused sick leave accumulated as follows:

- A. For employees employed as full-time with the Employer prior to January 1, 2010, the employee shall be entitled to receive payment of one-half (1/2) the total number of accumulated but unused sick hours up to a maximum of 1200 hours paid.
- B. For employees employed as full-time with the Employer on or after January 1, 2010, the employee shall be entitled to receive payment of one-half (1/2) the total number of accumulated but unused sick hours up to a maximum of 400 hours paid.
- C. An election to receive benefits under these provisions shall be deemed to eliminate all sick leave credit accrued by the electing employee.
- D. For employees hired before January 1, 2010, the employee may elect in writing to be paid in cash for up to four hundred (400) hours annually during the last three (3) years prior to retirement from the City of Tallmadge. The eligible employee shall provide the Fire Chief and Director of Finance with a calculated retirement eligibility date at least thirty (30) days prior to distribution. The election is irrevocable and all hours paid under this provision shall be deducted from the payment for accrued sick leave as provided under this contract.
- E. Subject to the limitations set forth above based upon full-time employment dates, any employee having less than three (3) years until retirement at the time of electing to take the pre-retirement sick leave payment benefit may elect to receive up to six hundred (600) hours paid of accrued sick leave in each of the last two (2) years preceding retirement.

- F. For employees hired on or after January 1, 2010, the employee may elect in writing to be paid in cash for up to 133 1/3 hours annually during the last three (3) years prior to retirement from the City of Tallmadge. The eligible employee shall provide the Fire Chief and Director of Finance with a calculated retirement eligibility date at least thirty (30) days prior to distribution. The election is irrevocable and all hours paid under this provision shall be deducted from the payment for accrued sick leave as provided under this contract.

10.12 SICK LEAVE PAYOUT UPON TERMINATION OTHER THAN RETIREMENT

Upon the voluntary termination of an employee who has more than ten (10) years of continuous employment with the Employer, such employee shall be entitled to receive cash payment for accrued unused sick leave according to the following schedule:

- A. For employees employed as full-time with the Employer prior to January 1, 2010, the employee shall be entitled to receive payment of one-half (1/2) the total number of accumulated but unused sick hours up to a maximum of 1200 hours paid.
- B. For employees employed as full-time with the Employer on or after January 1, 2010, the employee shall be entitled to receive payment of one-half (1/2) the total number of accumulated but unused sick hours up to a maximum of 400 hours paid.
- C. An election to receive benefits under these provisions shall be deemed to eliminate all sick leave credit accrued by the electing employee.

10.13 Any full-time firefighter who has completed ten (10) years or more of service as an Employee if the City of Tallmadge can designate and nominate a sick leave beneficiary entitled "Sick Leave Beneficiary" by signing, as required by the Finance Department, the sick leave beneficiary form, and in the event and only in the event that such written designation is made, such sick leave beneficiary shall receive upon the death of such employee sick pay benefits not to exceed one thousand two hundred (1200) hours for employees hires before January 1, 2010, or four hundred (400) hours for employees hired on or after January 1, 2010 to which such employee may have been entitled, such computation and payment to be made as herein provided.

10.14 Upon severance of employment with the City of Tallmadge any full-time Firefighter who was eligible to earn sick leave credits herein, who has completed ten (10) or more years of service with the City of Tallmadge and who does not receive retirement benefits from the Police and Firemen's Disability and Pension fund by reason of age and length of service or disability shall be entitled to remuneration for any unused sick leave accumulated by such employee not to exceed one thousand two hundred (1200) hours of sick leave pay for employees hired before January 1, 2010, or four hundred (400) hours of sick leave pay employees hired on or after January 1, 2010.

10.15 Members of the department shall be eligible for a sick leave incentive as specified herein:

- A. Each eligible employee who has used twenty-four (24) hours of sick leave or less during the entire calendar year has an election of selecting one of the following incentives annually
 - 1. Each eligible employee may elect to take one (1) additional personal day to be taken during the next calendar year. This additional personal day shall not be carried forward to succeeding years.

2. Each eligible employee may elect to receive a cash benefit of 40 (forty) hours of his/her unused sick leave. Such cash benefit shall not be subject to contributions to any of the retirement systems either by the employee or the employer.
- B. The eligible employee shall annually notify the Director of Finance of the election selected not later than November 15th.
- C. Cash benefits shall be paid the same pay period that includes December 15th.
- D. An employee that has not worked the entire year shall not be eligible for a cash payment under the sick leave incentive or personal day election.

10.16 Employees shall be granted paid time off, not deductible for sick leave, not to exceed three (3) working days for each death in the immediate family of the employee, as defined herein.

10.17 The parties incorporate the mandatory provisions of the Family Medical Leave Act by reference. It is further agreed that Family Medical Leave Act entitlements shall be used concurrently with existing leave entitlements. Seniority shall accumulate during a Family Medical Leave Act and existing life insurance shall be maintained.

ARTICLE 11 **LIGHT DUTY**

11.01 Any member who, because of an accident, injury, or other incapacity, cannot perform the normal functions required of their position, may be assigned "light duty" for up to a maximum of six (6) months. If more than one (1)-member requests light duty, the Fire Chief will make the sole determination of whom, and for what duration he/she shall remain on light duty. Any member requesting light duty shall provide the city with the statement from an attending physician indicating the prognosis for return to full duty status.

ARTICLE 12 **DISABILITY LEAVE**

12.01 When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for paid leave, in the amount of his base wage, not to exceed six (6) months from the injury date, providing that within thirty (30) days from the first day of disability leave he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Sick leave will be reimbursed to the extent of the Worker's Compensation benefits received by the Employer.

12.02 If the employee has filed for Workers' Compensation as required and at the end of this six (6) months period, the employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional six (6) month period.

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

period of leave. Refusal of an employee to submit to the required physical exam shall be just cause for termination. If the physician determines that the employee is disabled and unable to return to work, the employee shall file for disability retirement within thirty- (30) days after the physician's determination.

12.04 In the event that the City of Tallmadge should purchase disability income insurance, each employee shall execute an assignment of benefits to the City of Tallmadge to the extent of any compensation received by the employer as set forth herein, above.

ARTICLE 13 **UNPAID LEAVES OF ABSENCE**

13.01 An employee who has completed one (1) year of continuous service with the Employer may be granted a leave of absence without pay because of injury, illness, education purposes, and employment by the Union, or other personal reasons, including maternity leave. The decision to grant the leave or the length of the leave period will be at the discretion of the Employer with due consideration given to the reasons and evidence presented by the employee to the Employer.

13.02 All leaves of absence (and any extensions thereof) must be applied for and granted in writing on forms provided by the Employer (with a copy to the employee). Except in cases of emergency, the leave request shall be filed with the employee's Department Head not later than two (2) weeks prior to the date on which the leave is to start. Along with the request for the leave, he shall supply any and all available documentation in support of said leave. This documentation shall consist of medical proof of disability in cases where the leave is for medical purposes and the specific reason for the leave when the leave is for other purposes. An employee will be notified in writing within five (5) working days from the date the application was made of the approval or disapproval of the leave of absence request for ten (10) working days or less. For a leave request in excess of ten (10) working days, the employee will be notified within two (2) weeks from the date the application was made of the approval or disapproval of the leave. An employee who is granted such a leave shall not accrue any benefits during his absence including seniority.

13.03 Leaves of absence will not be granted for the employee to seek employment with another employer, nor shall any employee work for another employer during the time period he is on leave. Any employee who works for another employer while on leave shall have his leave canceled immediately and be subject to disciplinary action.

13.04 When an employee returns to work after a leave of absence, he will be assigned to the position, which he formerly occupied or to a similar position if his former position no longer exists at the applicable rate of pay, provided the employee is able to perform the work.

13.05 An employee may, upon request, return to work prior to the expiration of any leave of absence provided that the Employer agrees to such early return.

13.06 Employees absent from work without authorization or approval shall be considered on an unauthorized leave. An unauthorized leave for a period of more than two (2), twenty-four (24) hour consecutive tours may, at the Employer's discretion, be considered an automatic resignation and subject the employee to other disciplinary action.

13.07 The parties incorporate the mandatory provisions of the Family Medical Leave Act by reference. It is further agreed that Family Medical Leave Act entitlements shall be used concurrently with existing leave entitlements. Seniority shall accumulate during a Family Medical Leave Act leave and existing life insurance shall be maintained.

ARTICLE 14
MILITARY DUTY

14.01 Employees shall be entitled to receive all benefits mandated by federal and/or state law for any military service they perform.

ARTICLE 15
JURY DUTY

15.01 Any Union member who shall be called to serve on municipal, county or federal jury, whether petit or grand jury, or to be examined at a specified time as a juror shall be granted the time necessary to serve on such jury or to attend such examination. All such time shall be considered jury duty and shall not be charged to such employee's vacation or sick leave. The City of Tallmadge shall reimburse the employee for any differential between his normal rate of pay and the compensation received for such jury duty.

ARTICLE 16
DURATION OF RECORDS

16.01

- A. All actions, except documented oral reprimands (written reprimands, suspensions or dismissal) will be maintained in each bargaining unit member's personnel file throughout their period of employment, with the exception that any record of written reprimands will be removed from their file and placed in an inactive personnel record file, upon the written request of the member, one (1) year after such reprimand was given if no further disciplinary action has occurred. In any case in which a written reprimand, suspension or dismissal is disaffirmed through the grievance procedures or by a court of competent jurisdiction, the personnel record shall clearly indicate such disaffirmance. In addition, unsubstantiated or unproved allegations or complaints of misconduct made against a member of the bargaining unit and appearing in the department files shall not be considered in future disciplinary action or promotional considerations, and shall not be shared outside the department unless required by law.

ARTICLE 17
VACATIONS

17.01 That all full-time members of the bargaining unit assigned to the 24/48 Hour schedule, shall receive paid vacation per the following schedule:

- A. Upon completion of 1 year of service – 96 hours
- B. Upon completion of 5 years of service – 168 hours
- C. Upon completion of 10 years of service - 216 hours
- D. Upon completion of 15 years of service – 264 hours

17.02 That all full-time members of the bargaining unit assigned to the 40 hour work schedule, shall receive paid vacation per the following schedule:

- A. Upon completion of 1 year of service – 80 hours
- B. Upon completion of 5 years of service – 120 hours
- C. Upon completion of 10 years of service – 160 hours
- D. Upon completion of 15 years of service – 200 hours

17.03 Vacation benefits are subject to the following additional conditions:

- A. In computing service for vacation purposes, full credit shall be given for all service rendered in a probationary or provisional status provided such employee immediately after such provisional or probationary status becomes an employee eligible to receive vacations as herein enumerated.
- B. Such eligible employee shall be permitted to carry over from one year to the next immediate year, vacation time not to exceed ninety-six (96) hours for bargaining unit members assigned to the 24/48 Hour schedule; and 80 hours for members assigned to the 40 hour schedule. But such permission shall be subject to approval by the Fire Chief or his designee. However, permission shall not be unreasonably denied.
- C. Vacations shall be granted as to maintain the greatest efficiency of the department or division.
- D. Upon proper certification, a full time employee will be entitled to receive credit for prior service with the State of Ohio or any political sub-division of the state, computed on paid employment at the rate of one (1) year for each two thousand eighty (2080) hours of completed service. However, such credit shall be given only if such employee's prior type of employment would have permitted him to earn vacation credits if employed by the City of Tallmadge. In no event shall the anniversary date for service credits for vacations be other than the date such employee commenced service with the City of Tallmadge.

- E. Employees may sell their vacation back to the City of Tallmadge; however, they are required to take at least one week's vacation each year so as to prevent burnout on the job.
- F. For those members on the 24/48 hour work schedule, the bidding of vacation days shall be as follows:
 - 1. Vacations for the first two (2) rounds shall be selected on the basis of seniority with the first round commencing on the first day in November of the preceding year. Round two (2) shall commence the first day in December of the preceding year. Each member may select five (5) 24 hour vacation days per round. Each member shall be given no more than 3 calendar days to make their selection.
 - 2. Bids for 24 hours of vacation time will take precedence over any other partial bids by another member, regardless of seniority, for the first two (2) rounds.
 - 3. Bids for vacation time after January 1 of the current year shall be on a first come first served basis.
 - 4. The City must allow two (2) 24/48 members off in any combination of time (EDO, Personal, Vacation, Holiday).

ARTICLE 18
HOLIDAYS

All bargaining unit members who have been an employee of the City in excess of thirty (30) calendar days shall be entitled holiday benefits for the following days:

- 1. New Year's Day
- 2. Martin Luther King's Birthday
- 3. Presidents' Day
- 4. Good Friday
- 5. Memorial Day
- 6. Fourth of July (Independence Day)
- 7. Labor Day
- 8. Thanksgiving
- 9. Friday after Thanksgiving
- 10. Christmas Day

18.01 Any member assigned to the 40-hour schedule:

- A. Are entitled to the day off (with pay) on each designated holiday.
- B. Any 40-hour schedule member required to work on a designated Holiday, shall be compensated at one and one half (1.5) times their hourly rate of pay for the actual hours worked.
- C. Whenever any such designated Holiday falls on a Saturday or Sunday, the Friday preceding such holiday, or the Monday following such Holiday

shall be observed as the Holiday.

- D. Should the Holiday fall within the employee's scheduled approved vacation or sick leave, it shall not be charged as part of their vacation or sick leave.

18.02 Any member assigned to the 24/48-hour schedule:

- A. All Holidays start at 07:00 AM the day of the Holiday and end at 07:00 AM the following day.
- B. On January 1st of each year each member shall be credited with a 140-hour credit to compensate them for all the Holidays (10 Holidays x 14 hours = 140 hours). Each member may use their credit as time off, with the approval of the Fire Chief, or may take their credit in cash, or a combination thereof, at the members' discretion. Holiday credit may be taken in cash paid in blocks of 10 hours, or, at the rate of \$240.00, or 10 hours at their current rate of pay, whichever is greater.
- C. Should the employee leave employment of the City before the actual due day, they hereby agree to have any amount paid prior to its due date, deducted from their last pay.
- D. Any Holiday falling in a period of approved sick time or scheduled vacation must be taken as "that" holiday. Members may not substitute either a vacation day or sick day once the period of vacation or sick time begins. This does not apply to any regular day off which may occur during a period of vacation or sick leave.
- E. No member shall request or be granted compensatory time on any Holiday.
- F. Any 24/48- hour schedule member required to work on a designated Holiday, shall be compensated at one and one half (1.5) times their hourly rate of pay for the actual hours worked.

18.03 In addition to the Holidays referred to above, each eligible member may choose, with the approval of the Safety Director, or his designee, such approval shall not be unreasonably withheld, three (3) additional Personal Days during each calendar year.

18.04 No Holiday or Holiday benefit shall be carried over into the next year.

ARTICLE 19
WORK PERIOD

19.01 During calendar year 2010, the work period for the 24/48 hour schedule shall be the 19-day/144 hour work period, consistent with the Fair Labor Standards Act. Commencing December 31, 2010, the work period for the 24/48 hour schedule shall be a 28-day/200 hour work period, consistent with the Fair Labor Standards Act.

19.02 This Article shall not be construed as a guarantee of hours of work per day or per week. In the event it is necessary to modify the hours of work, the Employer will notify the Union in writing seven (7) days prior to implementing such change and meet with the Union to discuss the situation. Changes in hours of work due to emergency situations shall not require prior notification to the Union.

19.03 Each bargaining unit member shall be assigned to a 24/48-hour schedule, or a 40-hour work schedule.

- A. Employees assigned to the 24-hour schedule shall normally work 24 hours and have 48 hours off between each shift. Flex Time may be offered equitably by management and accepted at the discretion of the employee.
- B. Employees assigned to the 40-hour schedule shall normally work 40 hours each seven days, Sunday through Saturday. Flex Time may be offered equitably by management and accepted at the discretion of the employee.
- C. On each Leap Year Day, those members assigned to the 24/48 schedules shall be rescheduled to avoid unfair holiday scheduling. During leap year, on Leap Year Day the shifts will be scheduled as follows:

- 1. The shift working the day before shall continue to work an additional eight (8) hours (07:00 to 15:00).
- 2. The shift that worked two (2) days before the change shall work the next eight (8)-hour period (15:00 to 23:00).
- 3. The shift scheduled to work the following day shall begin work at 23:00 hours and continue for 32 hours or until 07:00 to the next day.

Each member shall receive straight time pay for the eight (8) hour rescheduled shift.

All other conditions of EDO, vacation, normal overtime or leave policies shall remain in force.

ARTICLE 20
OVERTIME

20.01 Employees become eligible for overtime compensation when they work in excess of the standard, scheduled number of hours appropriate for their position and work schedule. Overtime shall be paid at time and one half (1.5) their hourly rate of pay. For purposes of this Article, only actual hours worked shall be considered time worked. Premium hours paid shall not be double counted.

- A. Extra Day Off- When a 24-hour shift employee is scheduled to work 7 tours in a 19-day or 28-day work period, one of those tours will be scheduled as an extra day off (EDO). To the extent possible, without incurring extra cost, the Fire Department will devise schedules so that employee's EDO falls on the same day. For example, if the first EDO in an individual's schedule is Monday, every subsequent EDO in the schedule should also be on a Monday. No more than one member of a shift shall be given the same EDO day.
- B. Emergency alarms and court time that is outside of a members work schedule will be paid a minimum of three (3) hours or actual time worked at 1.5 times their hourly rate of pay. However, being asked to stay over beyond one's scheduled end of their work schedule, or, being asked to come in one (1) hour early, shall not qualify for a 3 hour minimum. Further, if any member signs out early before a call has ended, they shall be paid for only the actual time worked.

When an on-duty employee is relieved by an on-coming crew member prior to the end of their normally scheduled shift and a call for service is requested, the employee shall not qualify for the 3 hour minimum should the request for service initiate a general alarm. The employee shall be compensated for actual time worked at 1.5 times their hourly rate to the next quarter hour until the emergency alarm is terminated. (NOTE: THIS IS EXISTING MOU OF 11/14/12)

When an employee arrives early for a shift due to a call they shall be paid for the time worked and shall not qualify for the 3 hour minimum.

- C. During each 28 day period the 24-hour shift employee shall have a scheduled day off (EDO). To the extent possible, without incurring extra cost, the Fire Department will devise schedules so that employee's EDO falls on the same day. For example, if an individual's EDO is Monday, then when a Monday occurs in the 28 day period the employee shall be off. If there is two Mondays in that period the employee shall pick the one they shall take as their EDO.

20.02 Each employee will be paid, for required training. Each employee may request non-required training opportunities.

- 20.03 Schedule trades shall not be allowed when such trades result in the Fire Department being required to pay overtime.
- 20.04 All earned time off, including sick leave, vacation, compensatory time, holiday time and personal time shall count as hours worked for the purpose of qualifying for an EDO.
- 20.05 If one full-time firefighter is on EDO, one additional full-time firefighter will be permitted to take vacation, compensatory time or personal time for that same shift.
- 20.06 Pursuant to this provision, an employee shall be compensated only for time actually spent in class. No hourly compensation shall be received for travel or mealtime or for overnight stay on a multi-day program. To the extent possible, educational programs shall be attended when the employees are scheduled to work.

ARTICLE 21
COMPENSATORY TIME OFF

- 21.01 Any member of the bargaining unit who elects to receive compensatory time in lieu of being paid overtime for work performed in excess of their normal schedule may do so until the accumulated time in this category reaches 240 hours. All time worked thereafter in excess of their normal schedule shall be paid at the existing rate for overtime pursuant to the overtime clause of this contract. At no time shall compensatory time off be granted when the granting will result in the city being obligated to pay overtime. Compensatory time off shall be subject to the Fire Chief's approval as to when such compensatory time off will be taken.

ARTICLE 22
SUSPENSION - EMERGENCY

- 22.01 In cases of emergencies arising beyond the control of the City, the Union agrees to waive time limits on grievances and any limitations on scheduled hours of work or time off.

ARTICLE 23
INSURANCE

23.01 Bargaining unit employees will receive the same medical insurance coverage during calendar year 2016 as is provided to other employees of the City. This insurance coverage shall be based on coverage levels recommended by the Cost Containment Committee, and shall include the following:

Effective January 1st of each contract year, bargaining unit employees' premium contributions per employee shall continue to be increased by fifty (50) percent of any increased premium costs to the City to a maximum per pay period of an additional \$10 for single coverage, \$15 for employee +1 coverage, and \$20 for family coverage.

Either the City or the bargaining unit may request to re-open negotiations under R.C. Chapter 4117 regarding the bargaining unit members' health insurance benefits for years 2017 and 2018. Such reopener negotiations shall be initiated, by written request, no later than October 31, 2016, and if initiated, shall be for insurance benefits for both 2017 and 2018. Any impasse in the reopener negotiations shall be resolved through the dispute resolution procedure of R.C. 4117.14.

The Cost Containment Committee may recommend changes to the insurance program to the Mayor and such changes may be implemented by the City. The committee shall be comprised so that one-half of individuals represent the various City unions and one-half represents management.

- 23.02 The Employer agrees to provide the same or comparable dental insurance coverage in effect on the date of the execution of this Agreement.
- 23.03 The Employer agrees to provide the same or comparable vision care coverage in effect on the date of the execution of this Agreement.
- 23.04 The Employer agrees to provide the same or comparable life insurance coverage in effect on the date of the execution of this Agreement. The Employer agrees to provide coverage limits for each employee of \$80,000.
- 23.06 The employee may remove himself from City coverage in exchange for an annual buy-out of \$1,300.00 payable by the City in equal, bi-monthly installments.
- 23.07 Bargaining unit employees will be provided Family Recreation Center Membership on the same terms as provided to all other City bargaining units during the term of this Agreement.

ARTICLE 24
LONGEVITY

24.01 Longevity pay amounts per hour for 2016, 2017, 2018:

24/48 Schedule	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Aver Hrs/Pay					
100.00	\$0.14	\$0.27	\$0.41	\$0.55	\$0.69
40 Schedule	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.
Aver Hrs/Pay					
80	\$0.17	\$0.35	\$0.53	\$0.71	\$0.89

ARTICLE 25
WAGES

25.01 Respective hourly rates shall be used as required for pay purposes. Seniority for pay purposes means full-time service with the Tallmadge Fire Department.

25.02 For individuals working 24/48 schedules the bi-weekly pay will be computed by multiplying the hourly wage times 100 hours. It is acknowledged that 100 hours is the average number of hours a scheduled 24/48 hour bargaining unit member will work in a pay period.

2016 HOURLY RATES

The parties have agreed to a 3% wage increase January 1, 2016, 2017, and 2018

A. For those members when working the 24/48-hour work schedule (50-hour work week):

Fire Prevention and Firefighter/Paramedic Battalion Chief (Shift Leader) (Hourly rate):

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Entry:	\$28.38	\$29.23	\$30.11
Year 1:	\$29.19	\$30.03	\$30.93
Year 2:	\$30.48	\$31.39	\$32.33

Firefighter/Paramedic (Hourly rate):

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Entry:	\$21.56	\$22.21	\$22.88
Year 1:	\$22.36	\$23.03	\$23.72

Year 2:	\$23.36	\$24.06	\$24.78
Year 3:	\$24.38	\$25.11	\$25.86
Year 4:	\$25.60	\$26.37	\$27.16

- B. For those members when working the 40-hour work schedule:
 Fire Prevention and Firefighter/Paramedics Battalion Chief (Shift Leaders). The bi-weekly pay will be computed as is done with other city employees. (Hourly rate).

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Entry:	\$35.48	\$36.54	\$37.64
Year 1:	\$36.48	\$37.57	\$38.70
Year 2:	\$38.10	\$39.24	\$40.42

Firefighter/Paramedic. The bi-weekly pay will be computed as is done with other city employees. (Hourly rate):

	<u>2016</u>	<u>2017</u>	<u>2018</u>
Entry:	\$26.95	\$27.76	\$28.59
Year 1:	\$27.99	\$28.83	\$29.69
Year 2:	\$29.17	\$30.05	\$30.95
Year 3:	\$30.50	\$31.42	\$32.36
Year 4:	\$32.01	\$32.97	\$33.96

25.03 A member of the bargaining unit, who is assigned to assume the position of "Acting Supervisor" for a period of time not less than two (2) hours or more, shall be paid two (\$2) for 2016, three (\$3) for 2017 and four (\$4) additional dollars per hour for 2018 . The condition(s) which must be present in order for the Firefighter to receive this pay are these:

- No supervisory personnel are on duty during any portion of the ~~six~~-two hours such member is requesting this additional pay.
- The Chief or Battalion Chief will assign the "Acting Supervisor." Based on seniority, offering to the most senior firefighter first.

25.04 All Battalion Chiefs, including those also known as fire marshal, shall be entitled to a rank differential of Ten Per Cent (10%) more than the highest paid firefighter/paramedic. This shall be calculated based on annual salary rather than hourly rate.

ARTICLE 26
UNIFORMS

26.01 All union members shall be entitled to a uniform allowance; irrespective of the type of assignments they are scheduled.

26.02 Each union member shall be entitled to uniform allowance as indicated below, subject to the following terms and conditions:

A. That such uniform allowance period shall be computed from January 1st to December 31st of each year;

B. That such uniform maintenance allowance shall be due and payable as follows:

A payment shall be made to all bargaining unit members entitled to a uniform allowance in the 1st pay period following February 1st in each year, in the amount of \$1,000.00.

B. Each newly hired bargaining unit member shall be entitled to an initial uniform allowance based upon the portion of the first year he/she will serve. For instance, if the bargaining unit member is hired on July 1st, he/she shall receive one-half (1/2) of the amount called for in Section B above, within thirty (30) days of his/her hire date. If a part-time firefighter is hired as a full-time firefighter, the member shall receive their initial uniform allowance less any allowance already issued that calendar year for their part-time employment.

ARTICLE 27
TRAVEL EXPENSE

27.01 A travel or related expense may be the subject of reimbursement only if such event is recommended by the Fire Chief and approved by the Mayor in advance of incurring such expense.

27.02 Such travel reimbursement may be given only for official City business requiring the use of non-city owned transportation and shall be reimbursed at the maximum rate allowed by the I.R.S. only when such business requires travel in excess of a fifty (50) mile radius of the City:

A. No advance payment will be granted for sums under twenty-five dollars (\$25.00).

B. In addition, sums will be paid for road or bridge toll charges and parking.

27.03 No travel related expenses other than that provided in 27.02 above shall be paid unless such travel requires overnight stay by virtue of such duties performed or distance traveled.

27.04 If a member of the bargaining unit is entitled to travel, related expenses other than as mileage, as provided in 27.03 above, such expenses shall be those that are solely related to the member and shall include all conditions and restrictions hereinafter imposed:

A. No advance will be granted for amounts under twenty-five dollars (\$25.00).

- B. An advance payment shall be made upon written request and advance payment will not be made for more than seventy-five percent (75%) of the estimated expenses.
- C. Reimbursement of parking fees will be made upon presentation of receipts when travel is by City car or by private car eligible for mileage reimbursement.
- D. Reimbursement for lodging shall be only on the basis of single occupancy; unless more than one employee is on official City business, in which case double occupancy rates will be paid.
- E. The cost of meals shall not exceed the following allowance:
 - Breakfast - \$ 7
 - Lunch -\$10
 - Dinner -\$18
 This section for meal expenses shall only apply for those individuals that travel outside Summit County or Portage County for business. Within Summit County and Portage County the employee is responsible for meal expenses.
- G. No reimbursement shall be made for any charges for liquor or similar beverages.
- H. The Director of Finance may allow other miscellaneous expenses if he/she deems such expenses to be incurred for the benefit of the City.
- I. No reimbursement of any nature shall be made unless receipts therefore are presented to the Director of Finance; and if questioned by the Director of Finance, fully explained to the satisfaction of said Director of Finance.

27.05 The Director of Finance shall pay the travel reimbursement to the employee within a reasonable time after all required submissions have been made to the Director of Finance; but in no event shall payment be delayed for more than forty-five (45) days unless such Director of Finance indicates an investigation of the same.

ARTICLE 28
CONFORMITY TO LAW

28.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal, State and Local laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

28.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE 29
TOTAL AGREEMENT

29.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification(s) or discontinuance(s) being subject to any grievance or appeal procedure herein contained.

ARTICLE 30
OBLIGATION TO NEGOTIATE

30.01 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 and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.

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

ARTICLE 31
GENDER AND PLURAL

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

ARTICLE 32
HEADINGS

32.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor affect any interpretation of any article or section.

ARTICLE 33
LEGISLATIVE APPROVAL

33.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit, its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE 34
GRIEVANCE PROCEDURE

34.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of the procedure.

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

- A. Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- B. Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- C. Party In Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

- A. Except at Step 1, all grievances shall include:
 - 1. The name and position of the aggrieved party;
 - 2. The identity of the provisions of this Agreement involved in the grievance;
 - 3. The time and place where the alleged events or conditions constituting the grievance took place;
 - 4. The identity of the party responsible for causing the said grievance, if known to the aggrieved party; and

5. A general statement of the nature of the grievance and the redress sought by the aggrieved party.
- B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- D. The preparation of grievances shall be conducted only during non-working hours.
- E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- G. The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- H. This procedure shall not be available for disputes concerning any type of discipline or discharge actions.
- I. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- J. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

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

Step 1:

An employee who believes he may have a grievance shall notify the Fire Chief of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Fire Chief will schedule an informal meeting with the employee and his representative, if the employee requests the representative's presence. The Fire Chief and the employee, along with the employee's representative, if the employee requests his presence, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the Fire Chief within five (5) days of the informal meeting or notification of the Fire Chief's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Fire Chief fails to give the aggrieved party an answer. The Fire Chief shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Director of Safety within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Director of Safety shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Director of Safety shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 35
ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days of the rendering of the decision at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternately until one name remains, who shall be designated the arbitrator to hear the grievance in question.

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

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

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

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

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

35.07 There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this Arbitration Procedure.

1. Patricia Thomas Bittel
2. Paul F. Gerhart
3. Linda DiLeone Klein
4. Alan Miles Ruben
5. Susan G. Ruben
6. Robert G. Stein
7. Gregory Van Pelt

The arbitrators listed shall be selected by alternating choice method. This method allows for a coin toss to determine who selects the first name on the list. Thereafter, each takes one turn of selecting (to be deleted) a name after the other, until only one name remains on the list. That person is then the selected Arbitrator.

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

ARTICLE 36 **EDUCATIONAL BENEFITS**

36.01 The purpose of this educational reimbursement program is to provide incentive to such employees to pursue educational courses to increase their skills and supplement their knowledge so that their job performance and productivity is enhanced directly or indirectly related to their position or promotional opportunities with the Employer.

36.02 USE OF EDUCATIONAL REIMBURSEMENT

- A. The reimbursement program shall be one hundred percent (100%) of the tuition and registration cost to the employee upon successful completion of the College, University or other educational courses which are considered applicable and beneficial to the City in the performance of the employee's assigned duties or promotional opportunities. Successful completion shall mean attaining a grade of "2.0" or better.
- B. Employees who participate in the program must make application and receive advance written approval, which shall not be unreasonably denied, of the administration. All courses required for a degree in a fire science/business field shall be reimbursable. The application should explain the scope of the course(s) and how it will be applicable and beneficial to the City.
- C. The maximum annual reimbursement shall not exceed \$4000.00 per employee.
- D. Any employee who elects to terminate their employment with the City, may be required to refund up to one half (1/2) of all of the payments made under this program during their last twenty-four (24) months of employment. The City will waive repayment for any retiree.

ARTICLE 37 **LAYOFF AND RECALL**

37.01 When, because of lack of work, lack of funds, or consolidation or abolishment of functions, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth.

37.02 Employees within the affected job titles/classifications shall be laid off according to their departmental seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal, probationary and provisional employees within the affected job titles/classifications, within the affected department are laid off first in the above respective order.

37.03 Employee(s) who are laid off from one (1) job title/classification may displace (bump) another employee(s) with lesser seniority in an equal or lower rated job title/classification within the Department.

37.04 Employee(s) who are displaced (bumped) by a more senior employee, shall be able to

- displace (bump) another employee with lesser seniority in an equal or lower rated job title/classification pursuant to the provisions of Section 37.03 above.
- 37.05 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and is unable or chooses not to displace another employee pursuant to the above provisions shall be laid off.
- 37.06 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for thirty-six (36) months from the date of his lay off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within ten (10) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.
- 37.07 Employees scheduled for lay-off shall be given a minimum of seven (7) days advance notice of lay-off.

ARTICLE 38

PROMOTIONAL CONSIDERATIONS

38.01 These provisions shall apply to all promotions to any position contained within the bargaining unit other than initial appointment to the position of Full-Time Firefighter.

38.02 Declaring a Vacancy. When a job vacancy or vacancies occur within the bargaining unit, and the Employer intends to fill such vacancy, the Employer will post an announcement of such vacancy or vacancies on all available bulletin boards, including on all Union bulletin boards. Said postings shall remain posted for a period of fourteen (14) working days. The announcement shall contain the job title of the vacancy, a brief job description, and the rate of pay.

38.03 Application Process. Any employee wishing to apply for the posted vacancy must submit his/her application in writing to the Fire Chief by the end of the 14-day posting period in order to be considered for the promotion.

38.04 Testing.

- A. The promotional testing process will be contracted for and overseen by the Tallmadge Civil Service Commission. All employees who submit a timely application as described in Article 38.03 will be permitted to complete promotional testing.
- B. Promotional testing shall consist of two components: a Written Examination and an Assessment. Each component will be weighted 50% of the individual's aggregate test score (the "Total Score"). Seniority points will be added to the total score (38.07)
- C. Promotional testing shall not begin until at least 30 calendar days following the end of the 14-day posting period.
- D. Both the Written Examination and Assessment shall be certified for validity and reliability by the individual or entity from whom the respective test is acquired.

38.05 Written Examination. The Written Examination shall be administered before the

Assessment. In order to complete the Assessment, an applicant must achieve a score of at least 70% on the Written Examination.

38.06. Assessment. The Assessment must meet the following criteria:

- A. The Assessment measures dimensions, attributes, characteristics, qualities, skills, abilities or knowledge specified in a written job analysis;
- B. The Assessment uses multiple assessors who are thoroughly trained prior to participating in the process;
- C. The Assessment uses techniques designed to provide information that is used in evaluating the dimensions, attributes, or qualities previously determined;
- D. The Assessment uses multiple assessment techniques, one of which is a simulation;
- E. The Assessment uses simulation exercises that have been pre-tested prior to use to insure that the techniques provide reliable, objective and relevant information and that the exercises are job-related;
- F. The Assessment bases judgments resulting in an outcome on pooled information from assessors and techniques;
- G. The Assessment bases overall evaluation of behavior made by assessors at a separate time from observation of behavior during the exercises;
- H. The Assessment announces the dimensions to be evaluated in a written directive;
- I. The Assessment uses a form or forms to record and document the observations of assessors at each stage of the process; and
- J. The Assessment provides participants, upon request, with written rationale and information concerning the dimensions, ratings and recommendations of the assessors.

38.07. Seniority Points: The Seniority Points component shall consist of additional raw score bonus points to be added to the Written Examination component points and to the Assessment Process component points. The formula for computing seniority points is as follows:

- A. Each full year of the first four years of service = one (1) point.
- B. Each full year of the next ten years of service = six tenths (6/10) of one seniority point.
- C. Seniority points are earned only, in the service of the Tallmadge Fire Department. The last service anniversary date prior to the date of the written examination will provide the basis for seniority points. Service to the TFD at that time will be converted to seniority points, according to the point schedule set forth below. All candidates must pass both the written test and the assessment phase to receive the seniority points.

Years of Service	Seniority Points
1	1.0
2	2.0

3	3.0
4	4.0
5	4.6
6	5.2
7	5.8
8	6.4
9	7.0
10	7.6
11	8.2
12	8.8
13	9.4
14	10.0

38.08. Selection Using the Rule of 3.

- A. Once all promotional testing is completed, the Tallmadge Civil Service Commission shall compile all applicants' Total Scores and forward them to the Mayor of the City of Tallmadge and Fire Chief, along with an eligibility list comprised of the persons with the three (3) highest Total Scores. The Mayor and Fire Chief of the City of Tallmadge shall then interview each applicant on the eligibility list and select the successful candidate whom, in his sole discretion, he (the Mayor) determines to be the most qualified.
- B. In any case where two (2) or more promotions subject to this Article 38 are posted simultaneously, the eligibility list shall be comprised of the applicants with the five (5) highest Total Scores. The Mayor and Fire Chief of the City of Tallmadge shall then interview each applicant on the eligibility list and choose the successful candidates whom, in his sole discretion, he (the Mayor) determines to be the most qualified.
- C. In the event there are fewer than three applicants for a position that is subject to this Article 38 (or fewer than five applicants, when two or more positions subject to this Article 38 are available simultaneously), the eligibility list shall consist of all applicants who have completed the Written Examination and the Assessment. The Mayor and Fire Chief of the City of Tallmadge shall then interview each applicant on the eligibility list and choose the successful candidate whom, in his sole discretion, he (the Mayor) determines to be the most qualified.
- D. When two or more applicants have the same Total Score, and that tie is dispositive, the applicant with the highest average score on his/her prior three annual performance appraisals will be chosen for the eligibility list. In the event such applicant has received fewer than three performance reviews/appraisals in the past three years, such applicant's average will be based on those appraisals that he/she has received in that time period.

ARTICLE 39
DAMAGED PERSONAL PROPERTY

39.01 Any items of personal property, including but not limited to watches, eyeglasses, contact lenses, or dentures, which are lost, stolen, or damaged in the performance of official duties, shall be reimbursed to the affected member of this bargaining unit at their current replacement cost, not to exceed seventy-five dollars (\$75.00) per incident. There shall be no requirement that an employee receive an injury in order to qualify under this section.

ARTICLE 40
DEFINITIONS

The following words and phrases shall be defined as they are used in this document.

1. **Work Period** - This phrase is used only to describe the interval of time relating only to the Fair Labor Standards Act (FLSA), section 207(k). Its only use is to identify the maximum hours allowed to be worked before the payment of overtime compensation under federal laws.
2. **Work Schedule** – A regular interval of standard, scheduled number of hours appropriate for their position
3. **Emergency Alarm** – A call for help, when an unexpected and unplanned necessity for more staffing to meet a given situation, cannot be managed by the personnel currently working their assigned work schedule.
4. **Pay Period** – The two-week period defined by the City of Tallmadge Finance Department, for which the pay roll is calculated and paid. The list of pay periods is posted each year by the Finance Department

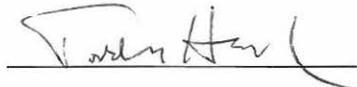
ARTICLE 41
DURATION

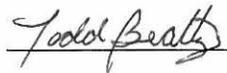
41.01 This amended Agreement shall become effective at 00:01 A.M. on January 1, 2016 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2018.

ARTICLE 42
EXECUTION

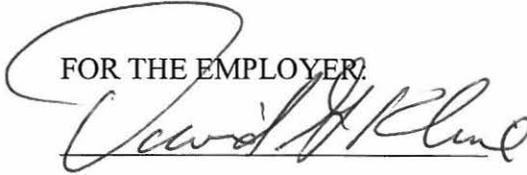
42.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____ 2016.

FOR THE I.A.F.F.:





FOR THE EMPLOYER:



ATTACHMENT #1

Tallmadge Sick Leave /Attendance Policy

Attendance and Absenteeism

Purpose

The purpose of this policy is to assist employees when they are unable to work because of personal sickness or injury, or when a member of the immediate family is seriously ill or injured. They are encouraged to use sick leave when illness befalls them, particularly when they may have a communicable disease, which could spread to their co-workers.

Expectations

Employees are expected to be at work on their scheduled workdays and at their designated starting times. Failing to meet these expectations is legitimate grounds for disciplinary action up to and including dismissal.

Excessive absenteeism creates numerous problems, especially unscheduled absences. Problems include pay for absent workers, costs associated with replacements and morale problems for those who must compensate for the absent employee. Equally critical is the problem when the quality of City Service to the community suffers.

Family Medical Leave

The Human Resource Manager has the responsibility to administer compliance with the Family Medical Leave Policy, as stated in ordinance, and, any applicable sick leave that apply towards Family Medical Leave. This means that sick leave and family medical leave time may run concurrently in accordance with the Federal Family Medical Leave Act.

Definitions

Rolling Period

A “rolling period” is any designated period between two traceable events. A rolling period begins on the date of the first traceable event and continues through and includes the date of the last traceable event. For example, if someone is tardy on November. 1, it becomes the first event. The period is then traced from that date until the “Rolling Period” passes. In the ninety (90) day example, it would end on January 30th of the following year. If the event being tracked were for a one (1) year period, the ending day would be on October 31st of the following year. Each traceable event begins its own “rolling period”.

Chronic Absence List

This is a list the city will create for the purpose of tracking those employees who have a history of “Chronic Absenteeism”. The city intends to use this as a means to correct instances of excessive absenteeism whenever their point totals exceed 7.

Long Term Illness Occurrence

The city recognizes that employees may become ill and need additional time away from the work place for treatment or convalescence. In these instances, those particular events of illness will be viewed as one (1) event, even though they may span several days and/or, require repetitive ongoing treatment. The exception to this will be whenever sick leave is deemed to be within the definition of "Family Medical Leave". Whenever FMLA is applicable there will be no point total accrued.

Unexcused Absences

Unexcused Absences occur when an employee fails to report for scheduled work and does not notify his/her appropriate supervisor of such absence prior to the start of such work.

Also, unexcused absences occur when an employee is unable to work and has not been authorized sick leave or vacation time during such absence.

Immediate Family

Ordinance 84-1998 and the various labor contracts shall be the guiding documents in determining immediate family. However, they generally are defined collectively as: Parents, spouse, grandparents, stepparents, stepchildren, grandchildren, brother-in-law, sister-in-law, and children living in the same household as the employee are considered as immediate family members under this policy.

Attendance and Absenteeism Defined

Excessive and Patterned Absenteeism

Examples of excessive and patterned absenteeism:

1. Absences occurring repetitively before or after weekends or Holidays.
2. Absences occurring repetitively immediately before or after paydays.
3. Absences occurring repetitively when difficult jobs or assignments are scheduled.
4. Absences causing individual work performance and/or operational needs to suffer.

Abusive Sick Leave Use

Abusive sick leave usage is taking leave in a manner for which it was not intended.

Examples include:

1. Using sick leave without physician certification, when required.
2. Using sick leave as soon as it is accumulated.
3. Using sick leave in a predictable pattern as described above under Pattern Absenteeism.
4. Using sick leave in a fraudulent manner as described below.

Fraudulent Sick Leave Use

Misrepresenting the need for leave or claiming illness or injury under false pretenses is fraud. Any perceived violations of this section shall be guided by the Ohio Revised Code, and, or, the Codified Ordinances of the City of Tallmadge.

Tardiness

If an employee arrives for work after the established starting time, he/she will be considered "tardy". Consistently extending lunch or mid-shift breaks will also be considered as tardiness. In addition, if an employee reports for duty dressed in non-work essential clothing and subsequently delays either him/herself or other employees from starting assigned work, will be considered "tardy".

Sick Leave

To control absence abuse, it is desirable that all appointing authorities compile accurate attendance records. All absences should be reported by the employee to his/her immediate supervisor prior to the start of the employee's work shift (emergencies excluded). The supervisor must inform his/her employees where, when and whom to call when reporting their absence. The supervisor (or designated person) therefore may accurately record the date of absence and reason on the "*sick call report*". It shall include such details as:

- Name of the employee being reported off.
- Reason the Employee gives for reporting off work. i.e. *personal illness, or, family illness*
- Time of notification.
- Date of notification
- Name of person reporting off work (if not the employee)
- Supervisory signature (acknowledging receipt of information)

Quarterly, all appointing authorities should forward copies of each employee's total attendance record to Human Resources.

City Control and Disciplinary Procedures

Employees shall accrue point totals as indicated below in all instances wherein they fail to report for duty at assigned times. Each department shall maintain these totals on all of their employees.

For purposes of calculating events of both sick leave and tardy occurrences, the city will view them as follows:

Each tardy event of < than 2 hours = ½ point, if > than 2 hours = 1 point

Each sick leave event = 1 point

Whenever an employee accumulates seven (7) or more points, they will be considered to be exhibiting an abusive behavior, as it applies to this overall "Sick leave/ Attendance Policy". These points will be tracked over a Twelve (12) month rolling period.

Chronic Absenteeism

Employees with total points amounting to seven (7) or, more, in any twelve (12) month rolling period will be placed on a "Chronic Absenteeism list". Once placed on the "Chronic Absenteeism list", they shall remain on it until their point totals fall below the seven (7) point level. This shall be considered the oral/written reprimand.

While on the "Chronic Absenteeism list," the following disciplinary procedures will apply:

The City's absenteeism /tardy control procedures are based on a three-step approach to be followed in sequence. Below is a summary of each step.

Step 1 - The supervisor whose employee has established an absentee /tardy abuse pattern or excessive absences will require the employee to provide medical certification for any further absences. A letter of first warning (reprimand) will also be given at this time and placed in the employee's Personnel File. This step will generally be administered when the point total reaches 7.

Step 2 - If the employee's absentee/tardy problems continue, a hearing will be held by his/her supervisor to assess any medical verifications and, or abusive patterns. Following this hearing, a suspension from work without pay may be issued. This step will generally be administered when the point total reaches 9.

Step 3 - If the employee's record still indicates excessive absences/tardiness or patterns of abuse, a final hearing will be held and the employee may be suspended from work without pay pending discharge. This step will generally be administered when the point total reaches 12.

Failure to report off work Disciplinary Procedure

Employees are expected to report off when they cannot report for work on time. If any employee fails to report off, they may be subject to a “Verbal” Warning. If they fail to report off the second day they may be subject to a suspension from work without pay. Any employee, who fails to report off work for three (3) consecutive days, may be considered as voluntarily terminated.

Appeals Process

The appeals process for unresolved issues concerning this policy shall be addressed through the applicable appeals process contained in the affected employee’s collective bargaining agreement, and, or, the Tallmadge Codified Ordinance 84-1998.