

STATE EMPLOYMENT
RELATIONS BOARD

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COLLECTIVE BARGAINING AGREEMENT K# 30643

13-MED-09-1016

2276-06

BETWEEN

THE CITY OF BARBERTON

AND

THE BARBERTON PROFESSIONAL FIREFIGHTERS
IAFF LOCAL 329, AFL-CIO, CLC

Effective January 1, 2014

Through December 31, 2016

SERB CASE # 2013-MED-09-1016

TABLE OF CONTENTS

Article		
	Preamble/Purpose	
Article 1	Recognition	1
Article 2	Dues and Fair Share Fee	1
Article 3	Interpretation of Agreement	3
Article 4	Conformity to Law	4
Article 5	Management Rights	4
Article 6	Non-Discrimination	5
Article 7	Work Rules, Policies, and Regulations.....	6
Article 8	No Strike Clause	6
Article 9	Seniority/Continuous Service	7
Article 10	Reduction in Force & Recall	7
Article 11	Disciplinary Procedures	8
Article 12	Grievance Procedure.....	11
Article 13	Joint Labor Management Committee	14
Article 14	Probationary Period	14
Article 15	Promotions.....	15
Article 16	Required Driver's Licensure/Insurability	15
Article 17	Professional Liability.....	16
Article 18	Safety	16
Article 19	Substance Abuse.....	17
Article 20	Equalization of Overtime.....	27
Article 21	Hours of Work	28
Article 22	Overtime Rates	30
Article 23	Wage Rates	33
Article 24	Uniform Maintenance Reimbursement and Safety Gear.....	35
Article 25	Out of Classification Pay	36
Article 26	Educational Benefits/Incentives	37
Article 27	Life Insurance	40
Article 28	Medical Insurance.....	40
Article 29	Holidays	42
Article 30	Vacation.....	43
Article 31	Sick Leave	46
Article 32	Family and Medical Leave	49
Article 33	Injury Leave.....	49
Article 34	Union Leave/Representation	50
Article 35	Jury Duty Leave.....	52
Article 36	Military Leave	52
Article 37	Bereavement Leave	52
Article 38	Severance and Retirement Benefits	53

TABLE OF CONTENTS

Article

Article 39	Minimum Manning.....	53
Article 40	Miscellaneous Privileges.....	55
Article 41	Waver in Case of Emergency.....	55
Article 42	Duration.....	55
Signature Page.....		56
Appendix A, Wage Schedule.....		57
Appendix B, Voluntary Authorization of Union Dues Collection.....		58
Appendix C, Timeliness Extension Form.....		59
Appendix D, Grievance Report Form.....		60
Appendix E, Waiver of Representative.....		63
Appendix F, Authorized Uniforms.....		64
Appendix G, FirePac Authorization Card.....		66
Side Letter #1, Vacation Service Credit.....		67

PREAMBLE/PURPOSE

Section 1. Parties To Agreement. This Agreement is between the City of Barberton, Ohio, a charter municipal corporation, hereinafter known as the "Employer." and the Barberton Firefighters IAFF Local 329 AFL-CIO, CLC, hereinafter referred to as the "Union."

Section 2. Purpose. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for the equitable and peaceful adjustment of differences which may arise; to promote individual efficiency and service to the citizens of the City of Barberton; to avoid interruption or interference with the efficient operation of the Employer's business; to establish the wages, hours, and other terms and conditions of employment for employees of the Bargaining Unit as described in this Agreement; to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion; and to meet the other provisions of Ohio Revised Code 4117. This article is not intended to provide Bargaining Unit employees any rights not specifically granted elsewhere in this Agreement.

ARTICLE 1 RECOGNITION

Section 1. Unit Definition. The Employer recognizes the Barberton Firefighters Association, IAFF Local 329, AFL-CIO, CLC, as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment as provided by Ohio Revised Code Section 4117, for all employees of the Barberton Fire Department who occupy the positions of Firefighters, Lieutenants, Captains, and Assistant Chiefs, hereinafter referred to as the "Bargaining Unit."

Section 2. Exclusions. The Bargaining Unit shall exclude the Fire Chief, Deputy Chief, all management, confidential, supervisory as provided in R.C. 4117.01 (F)(K)(L), part-time, seasonal, temporary, entry-level probationary employees, and any employees of the Employer not included above.

ARTICLE 2 DUES AND FAIR SHARE FEE

Section 1. Dues Check Off/PAC Deduction. The plan of voluntary Union dues deduction authorized by Section 4117.09 (A) (2) of the Ohio Revised Code shall remain in effect under this Agreement. The Employer agrees to deduct voluntary dues, fees, and assessments, from the salary of each Bargaining Unit member who places on file with the Finance Director's Office an authorization card for such purpose. (Appendix B). The amount of deduction shall be the amount of dues, fees, or assessments specified to the Employer by the Union and shall be made on a bi-weekly basis.

The Employer agrees to deduct voluntary contributions to the OAPFF PAC, IAFF FirePac, and Barberton Firefighter's PAC. Deductions shall be submitted directly from Finance the named PAC pursuant to the authorization card attached as Appendix G no later than ten (10) days following the deduction. The Union shall be furnished with an alphabetical listing of the employees having political deductions made.

Section 2. Probationary Employees.

1. The Employer will deduct from the second pay of each month of each probationary employee a sufficient amount to provide for the regular payment of the current Union dues as certified by the Union and forward these dues to the Union's current treasurer. The Employer will commence this deduction upon receipt "Authorization of Union Dues Collection Acknowledgement" form, attached as Appendix B, signed by each probationary employee.
2. The Union acknowledges and agrees that the Employer is not obligated to deduct these Union dues under the Agreement, and further acknowledges that the Employer may terminate this deduction with respect to these probationary employees and any further probationary employees at any time and for any reason.
3. The Employer's willingness to deduct Union dues from each probationary employee shall in no way be construed to grant the probationary employee or any future probationary employees any rights under the Agreement which are not specifically and expressly applicable to probationary employees.

Section 3. Dues Disbursement/Indemnification. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The disbursement of the dues to the Union shall be made by direct deposit to an account specified by the Union.

Section 4. Fair Share Fee. In recognition of the Union's services as the bargaining representative, all non-probationary members of the bargaining unit shall either be members of the Union or share in the financial support of the Union by paying a service fee. The assessment and collection of all fair share fees including, but not limited to automatic payroll deductions, shall be in accordance with Ohio Revised Code, Section 4117.09(C), except that probationary employees shall not be subject to such fees, and the Union warrants to the Employer that it has a fair share fee notice, rebate, and challenge procedure that complies with federal and state law. The Union shall defend and indemnify the City against any and all claims or demands against it arising out of this deduction.

Section 5. Fair Share Fee Deduction Procedure. After the commencement of employment, non-probationary employees not electing to hold membership in the Union will, as a condition of employment, pay the Union a fair share fee to cover each employee's prorata share of: (1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and other disputes arising under this Agreement; and (2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement and other such permissible costs as provided for by law. All disputes concerning the amount of fair share fee shall not be subject to the grievance procedure of this Agreement. Disputes of this nature shall be resolved under the union's internal rebate reduction procedure or by the employee's submission of the dispute to the State Employment Relations Board (SERB).

ARTICLE 3
INTERPRETATION OF AGREEMENT

Section 1. Headings. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

Section 2. Entirety. 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, practices, or procedures, previously and presently in effect, may be modified or discontinued at the sole discretion of the Employer. Such sole discretion must be exercised within the scope of the Management's Rights clause as contained herein and cannot serve to alter any right as negotiated and expressly defined in this Agreement.

Section 3. Acknowledgement. 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.

Section 4. Waiver of Obligation to Reopen Negotiations. It is agreed, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right and 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, unless otherwise provided by law.

ARTICLE 4
CONFORMITY TO LAW

Section 1. Pertinent Statute. This Agreement shall be subject to any applicable present and future federal and state laws, and the invalidity of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. Separability. If the enactment of legislation by the State of Ohio or the Federal Government, or a determination by a court of final and competent jurisdiction, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision thereof had not been included herein.

Section 3. Amendments. In the event a provision of this Agreement is rendered invalid, as set forth in Section 2 above, either party may forward a written notice to the other party notifying them of an intent to negotiate alternative language. Such notice shall be executed within sixty (60) days of the date both parties became aware of the decision rendering the provision invalid via an exchange and service of the written decision. Any negotiations which are a result of the preceding shall be limited to only that provision rendered invalid. Should no Agreement be reached, either party may execute a notice to negotiate in accordance with procedure provided in Ohio Revised Code 4117.14.

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Function Of The Employer. The Union recognizes that, except as otherwise limited in this Agreement, it is the right and responsibility of the Employer to:

1. 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 public employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel, by which governmental operations are to be conducted.

5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force; and,
9. Take actions to carry out the mission of the public employer as a governmental unit.

The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit, except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining Agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the Collective Bargaining Agreement.

Section 2. Inherent Rights. The Union recognizes and accepts that all rights and authority of the Employer not specifically modified by this Agreement or ensuing Agreements shall remain the function of the Employer.

Section 3. Position. Newly created positions and promoted positions will be filled by the Employer's Civil Service Commission, following the procedures as outlined in Article 15 of this Agreement and in accordance with the Ohio Revised Code 4117.14.

ARTICLE 6

NON-DISCRIMINATION

Section 1. Pledge Against Discrimination. The Employer and the Union agree not to discriminate against any Bargaining Unit employee with respect to compensation or terms and conditions of employment in accordance with applicable state and federal laws. The Employer and the Union further agree not to discriminate against any Bargaining Unit employee due to membership or non-membership in the Union. Nothing in this Agreement shall provide any additional rights, privileges, recourse, or remedy other than those already provided by state or federal law.

Section 2. Gender Neutral. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 7
WORK RULES, POLICIES, AND REGULATIONS

Section 1. The Union recognizes that the Employer, under this agreement, has the right to promulgate and implement new and revised reasonable work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 2. Prior to implementation or modification of any new or existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union, and if requested, meet with the Union to discuss the matter prior to the date of implementation.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained or established that are in violation of any expressed terms or provisions of this agreement.

ARTICLE 8
NO STRIKE CLAUSE

Section 1. Illegal Work Stoppages. The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety, and welfare. Under no circumstances will the Union or its IAFF or OAPFF representative cause or permit its members to cause any Bargaining Unit member to take part in any strike, sit down, stay in or slow down in any department, or any curtailment of work or restriction of services, or interference with the operations of the Employer.

Section 2. Union Responsibility. In the event of a work stoppage, picketing, patrolling, or any other curtailment by the Union or its employees covered hereunder during the term of this Agreement, the Union, by its officers, agents and stewards, shall immediately declare such work stoppage, picketing, patrolling or other curtailment to be illegal and unauthorized, in writing, and instruct employees to stop the said conduct and resume work immediately.

Section 3. Union Liability. In the event that the Union, in any such situation performs the obligations of Section 2 in good faith, and has not authorized such conduct, it shall not be liable to the Employer in any suit in any court for money demands caused by said violations.

Section 4. Strike Discipline. Employer shall have the right to discipline, up to and including discharge, any employee who participates in or gives leadership to any activity herein prohibited.

ARTICLE 9
SENIORITY/CONTINUOUS SERVICE

Section 1. Definitions.

- A. **Seniority.** Seniority shall be established as of the date of the employee's original appointment to the Barberton Fire Department, and shall be the total length of continuous service with the Fire Department after that date. Seniority shall be used for: the order in which vacation selections shall be made; determining who shall receive an out of classification assignment among qualified individuals; station assignment or, for any other purpose or purposes as expressly stated in this Agreement.
- B. **Continuous Service.** Continuous service with the Employer shall be defined as the length of time from an employee's original date of employment with the City of Barberton to include and taking into account any consecutive interdepartmental transfers or appointments. Continuous Service with the Employer shall be used for: determining longevity and vacation entitlement; the purpose of determining layoff and recall rights; and, any other purpose or purposes as expressly stated in this Agreement.

Section 2. Termination/Adjustment of Seniority and Continuous Service. An employee's Seniority and Continuous Service shall be terminated when one or more of the following occur: the employee resigns and or retires; or, the employee is discharged for just cause; or, the employee is on layoff for more than sixty (60) months; or, the employee becomes unable to perform the job duties due to illness or injury and is unable to return to work within one (1) year of the expiration of any available leave.

ARTICLE 10
REDUCTION IN FORCE & RECALL

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, ORC 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Barberton Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. When the Employer determines, because of lack of work or lack of funds, that a layoff and/or a job abolishment(s) is necessary, the Employer shall notify the affected employee(s) and the Union at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to meet and confer with the Union to consider alternatives, including alternatives to such proposed layoffs/ abolishment's.

Section 3. Procedure. The Employer shall determine in which classification(s) layoff/abolishment will occur. Within each classification affected, the Employer shall layoff an employee(s) in the following order: 1) discontinue use of outside contractors performing Bargaining Unit work, and that reserve, volunteer, auxiliary, part-time, seasonal, and probationary employees of the Fire Department shall be laid off first; and, 2) employees shall be laid off in reverse order of seniority. (The employee with the least amount of seniority shall be the first one laid off and this process shall continue with other employees until the specific number of employees to be laid off has been achieved.)

Section 4. Bumping Rights. Any employee receiving a notice of layoff and/or abolishment of rank shall have one (1) work shift in which to exercise a bump to any lower paying classification or lateral transfer to equal rank, provided the bumping employee has greater seniority. Any employee who is bumped from their classification position shall have one (1) work shift in which to exercise their bumping rights in a similar manner. Any employee who does not have sufficient seniority to bump another employee shall be laid off and placed on a recall list.

Section 5. Recall Procedure. Employees who are laid off shall be placed on a recall list for a period of five (5) years. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff. Any recalled employee requiring additional training to meet the position qualifications in existence at the time of recall must satisfactorily complete the additional training requirements within twelve (12) months of the recall. Any training required during the twelve (12) month period described herein shall be at the Employer's expense.

Notice of recall shall be sent to the employee by certified mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have ten (10) working days following the date of receipt of the recall notice to return to work, unless a different date for returning to work is specified in the notice.

ARTICLE 11

DISCIPLINARY PROCEDURES

Section 1. Employees Covered By Procedure/Forms of Discipline. This procedure shall apply to all non-probationary Bargaining Unit employees. The tenure of every non-probationary employee subject to the terms of this Agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Chief or Safety Director will have 10 work days from the date he/she becomes aware that an infraction has occurred to initiate the disciplinary process. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or other paid leave may be forfeited equal to the length of the suspension. Record of suspension will be maintained. Any employee that is suspended due to disciplinary action shall not be eligible for any type of overtime during the suspension period. When the period has concluded and the employee returns to his regular scheduled shift he shall become eligible again.
4. Suspension of record (i.e., paper suspension).
5. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Grounds for Discipline. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, failure of good behavior, any conduct unbecoming a representative of the Employer, violations of City or department work rules, policies, procedures, oath of office, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Administrative Leave Pending Investigation. An employee may be placed on administrative leave with pay at any time during the disciplinary procedure at the sole discretion of the Employer.

Section 4. Notice Of Pre-Disciplinary Meeting. The specific act(s) for which discipline is being considered shall be set forth in writing in the Notice of Pre-Disciplinary Meeting to the employee along with a brief explanation of the facts and circumstances underlying the charges. The notice shall contain a reference to dates, times and places as much as possible. To the extent possible and provided that the documents are a public record, the employee shall receive a copy of documents related to the alleged misconduct two (2) days prior to the pre-disciplinary meeting, upon request.

Section 5. Pre-Disciplinary Meeting. Where the Employer seeks as a penalty the imposition of a suspension without pay, a demotion, reduction in rank and/or termination, the Notice of Pre-Disciplinary Meeting shall be served on the employee a minimum of two (2) days prior to the Pre-Disciplinary Meeting and shall be accompanied by a written statement that includes:

1. The date and time of the pre-disciplinary meeting;
2. Should any appealable discipline result, the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Disciplinary Action;
3. The grievance procedure provides for a hearing by an independent arbitrator as its final step; and,
4. The employee is entitled to representation as provided in Section 6(A).

Section 6. Rights During Disciplinary Actions. Employees have the following rights when involved in discipline:

- A. **Representation.** An employee shall be entitled to representation by a Union representative or an attorney, at the employee's expense, at any time after the employee receives the Notice of Pre-Disciplinary Meeting. If the employee chooses to secure representation by an attorney or declines Union representation, the employee shall execute a "Waiver of Representative" form, attached as Appendix D, to the Union.
- B. **Recording Devices.** No recording device, stenographic or other record shall be used during questioning unless the employee is advised in advance. If the questioning is recorded, the employee may request a transcript at the employee's expense. The employee will be supplied a copy of the record at least fifteen (15) days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

Section 7. Employee's Response. If an employee receives the notice provided in Section 4 of this Article, such employee shall have five (5) working days to respond to such allegations if the employee so chooses. The employee may waive this right to respond, in writing.

Section 8. Notice of Disciplinary Action. Upon the conclusion of the meeting, if the Employer believes that just cause exists, discipline shall be imposed. The affected employee shall be notified in writing of the discipline. The employee may file a grievance at Step 2 of the grievance procedure within five (5) working days following the day the employee receives the Notice of Disciplinary Action. Nothing contained herein shall prohibit the Employer and the employee from mutually agreeing to informally meet to attempt to resolve the issue during the five (5) day period described herein. A suspension without pay and/or termination of an employee shall only be imposed concurrent with or subsequent to the Employer's decision at Step 2 of the grievance procedure.

Section 9. Resignation. An employee may resign at any time following the receipt of the Notice of Pending Disciplinary Action provided in Section 4. Any such resignation will be processed in accordance with the Employer's rules and regulations, and the employee's employment shall be terminated.

Section 10. Failure To Appeal. Failure to file a Step 2 grievance 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.

Section 11. Settlement. 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 representation as provided in Section 6(A). A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

Section 12. Records of Discipline. Records of disciplinary action shall cease to have force and effect to be considered in future discipline matters, provided there have been no intervening disciplinary events, according to the following schedule:

Instruction and Cautioning	Nine (9) Months
Written Warning	Twelve (12) Months
Suspension	Twenty-Four (24) Months

ARTICLE 12 GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. A grievance is a dispute between the Employer and the Union, or an employee or a group of employees, as to the interpretation, application or alleged violation of any term or provision of this Agreement. The Employer and Union both encourage the informal settlement of disputes. This Article is intended to modify Ohio Revised Code 4117.10.

Section 2. Filing. A grievance may be brought by any member of the Bargaining Unit through, or with the knowledge of, a representative of the Union. Where a group of Bargaining Unit members desire to file a grievance involving a situation affecting each member in the same manner, a single representative may process the grievance for the benefit of all affected members.

Section 3. Timeliness. For the purpose of this Article the term "day" shall mean calendar days not to include Saturdays, Sundays or legal holidays. Failure by the Employer at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Union to proceed to the next step of this procedure. Any grievance not advanced from one step to the next step by the employee

shall be considered dismissed with prejudice. The parties may mutually extend or waive the timeliness provided in this section by executing a "Timeliness Extension" form attached as Appendix C.

Section 4. Presented In Writing. The written grievance shall state the specific article and section of this Agreement alleged to have been violated, a brief set of facts, and the relief requested. A grievance, as defined in this Article, must be presented in writing on the form attached as Appendix D. Employees shall have the right to file and resolve grievances with or without Union representation. However, the Union shall have the right to be present during the grievance procedure. The resolution of a grievance must conform to this Agreement and the Union shall be informed of such grievance and resolution. At any time prior to the filing of the grievance at Step 1, the grievant, the Union representative and the grievant's supervisor may meet to discuss the issues involved.

Section 5. Procedural Steps.

Step 1. Fire Chief. A written grievance must be filed with the Fire Chief within seven (7) days of the date the act or acts complained of became known to the employee or the Union. Such written notice shall be hand-delivered to the Fire Chief, or the Fire Chief's Administrative Assistant. The employee, the Union representative and the Fire Chief shall meet within five (5) days to discuss the matter.

The Fire Chief shall provide a written answer to the employee with a copy to the Union within five (5) days of the meeting. If the employee does not invoke Step 2 of this procedure within five (5) days after receipt of the written answer of the Fire Chief such grievance shall be considered satisfactorily resolved.

Step 2. Director of Public Safety. If the grievance is not resolved at Step 1, the employee shall have the right to appeal in writing, within five (5) days after receipt of the Fire Chief's Step 1 written answer to the grievance to the Director of Public Safety. The Director of Public Safety shall review the grievance and meet with the employee, the Union representative, the Fire Chief and any other parties as deemed necessary by the Director of Public Safety within fifteen (15) days from the date of receipt time stamped in the office of the Director of Public Safety. The decision from the Director of Public Safety shall be reduced to writing and submitted to the employee and the Union within five (5) days from the date of the Step 2 grievance meeting. If the Union does not invoke Section 6 of this procedure said grievance shall be considered satisfactorily resolved and dismissed with prejudice.=_

Section 6. Arbitration. Upon receipt of a request for arbitration, the Employer and the representative of the Union shall, within ten (10) calendar days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall select an

arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. Prior to striking, each party shall once have the option to completely reject the list of names provided by FMCS and request another list. The parties shall then use the alternative strike method from the accepted list of seven (7) arbitrators submitted to the parties by FMCS. The Union shall be the first to strike a name from the list, then the Employer shall strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of FMCS.

Section 7. Authority of the Arbitrator. The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of specific articles and sections of this Agreement, and shall be without power or authority to make any decision that is contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws; limits or interferes in any way with the powers, duties, or responsibilities of the Employer under applicable laws; contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations of the Employer so long as such practices, policies, rules or regulations do not conflict with this Agreement; granting any right or relief for any alleged grievance occurring at any time other than the contract period in which such right originated.

Section 8. Arbitrability. The question of arbitrability of a grievance may be raised by either party no less than five (5) working days before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 9. Decision. A written decision of the case shall be provided by the arbitrator resulting from any arbitration of grievances hereunder, and such decision shall be final and binding on the Employer, the Union and the employee.

Section 10. Fees/Expenses. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the losing party. The expenses of any witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter. Any employee whose attendance is requested by an arbitrator's subpoena for such hearing shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours on the day of the hearing.

ARTICLE 13
JOINT LABOR MANAGEMENT (JLM) COMMITTEE

Section 1. JLM. In the interest of sound labor relations, a joint committee of no less than four (4) nor more than six (6) members, half (1/2) of whom shall be from the Employer and half of whom shall be from the Union, for the purpose of discussing subjects of mutual concern. Such committee shall be co-chaired by the Director of Public Safety and the Union President. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect for the solution of the common problems.

Section 2. Meetings. Either party may request the other to meet upon execution of a notice. The parties shall meet within ten (10) business days following the execution of such notice, subject to the availability of the participants. Each party shall be responsible for taking its own minutes/notes. To provide for productive meetings, the parties agree that they will exchange topic agendas at least five (5) calendar days in advance of any JLM meeting. Employee members of the committee shall not lose pay for participation while on duty. Through mutual Agreement, the five (5) days may be waived.

Section 3. Service Delivery/Personnel. The parties agree to meet as requested through the labor management committee structure to discuss issues related to expanded transport operations, overall service delivery, productivity, personnel, and operational efficiency.

ARTICLE 14
PROBATIONARY PERIOD

Section 1. Entry Level. Newly hired employees or existing City of Barberton employees who enter the Bargaining Unit shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Employer as a firefighter and shall continue for a period of up to one (1) calendar year. Such probationary employee may be terminated any time during the probationary period, and shall have no right to appeal the termination. Upon mutual Agreement between the Union, the affected individual and the Employer, the probationary period may be extended.

Section 2. Promotional. An employee promoted within the Bargaining Unit shall serve a promotional probationary period of six (6) months. If the promoted employee fails to satisfactorily complete the promotional probationary period, such employee shall be returned to the employee's previous position. The Employer agrees, in the event a promoted employee is returned to the previous position during the promotional probationary period, to meet and discuss with the employee the reason(s) that warranted such return.

Section 3. This Article is intended to modify ORC 124.27.

ARTICLE 15 PROMOTIONS

Section 1. Announcements. Announcements of examinations for the creation of new positions or promoted positions shall be posted in each fire station thirty (30) days prior to the closing date for applications which will be at 1600 hours the day prior to the examination. Applications received after the closing date will not be considered.

Section 2. Test Materials. A list of reference materials covering the written portion of the promotional examination shall be provided by the Chief of Fire. Such list may be updated at least ninety (90) days prior to any given examination.

Section 3. Assessment Center. The Union and the Employer agree to the following procedures for the use of assessment centers in promotional examinations:

1. The applicant shall receive a copy of the results of the assessment and written test.
2. That only an accredited "assessment center" not affiliated with either the City or Union in any way will be used, and all procedures used by this assessment center shall relate to the job description of the tested position.
3. Assessment center will account for the following grade percentages:
 - a. Assistant Chief – 45%
 - b. Captain/Fire Marshall – 35%
 - c. Lieutenant – 25%

ARTICLE 16 REQUIRED DRIVER'S LICENSURE/INSURABILITY

Section 1. All employees of the Fire Department shall be required to possess a valid Ohio Driver's License and be insurable by the current (as of 1/03/05, insurable up to 6 points) policy of the Employer's liability insurer.

Section 2. Discipline. Any employee failing to maintain the required licensure or insurance eligibility shall be subject to discipline, up to and including termination, at the sole and exclusive discretion of the Employer for failing to remain qualified to perform his job duties. In the event that the discipline is challenged, an arbitrator shall be limited in his review to whether or not the employee maintained the required driver's license or insurance eligibility and shall be without authority to modify the level of discipline imposed by the Employer upon a finding that he did not maintain the required licensure or insurability as mandated by Section 1. Should the arbitrator find that the employee did not violate Section 1, he may modify or reverse the discipline.

Section 3. Administrative Error. In the event that the employee's license is suspended due to administrative error (e.g. valid payments not being logged, etc.) disciplinary action taken for failure to maintain the required licensure shall be eligible for review through the grievance procedure. Administrative error does not include suspensions due to an employee failure to maintain insurance as required by law.

ARTICLE 17 PROFESSIONAL LIABILITY

Section 1. Public Release of Information. In the event an employee is involved in any incident arising from the employee's authorized actions during the course of employment wherein a criminal or civil liability question or charges ensue, the employee's identity shall not be announced to the public except as provided/required by law.

Section 2. Suit. No department regulation shall prohibit an employee from bringing suit arising out of the employee's authorized duties as a fire department employee.

Section 3. Liability Insurance. The Employer will purchase professional liability insurance for those employees who hold a valid EMT certificate. The Employer's portion of such premium shall not exceed fifty dollars (\$50.00) per year. The coverage limits for each employee will provide a minimum of two hundred fifty thousand dollars (\$250,000.00) per incident and five hundred thousand dollars (\$500,000.00) aggregate. Said coverage shall only be extended and paid for by the Employer upon the Employer's review of the policy and conclusion that such coverage is not duplicative of liability exposures already within the responsibility of the Employer. Such coverage's are not intended to cover liabilities of the employee incurred in off-duty conduct for other employers of the employee.

ARTICLE 18 SAFETY

Section 1. Present Equipment. The Employer agrees to maintain its fire, utility, and department issued personnel protective equipment in safe, reliable, working order and to provide periodic and regular inspection of the same.

Section 2. New Equipment. In the event the Employer requires personal protective equipment beyond that currently provided by the Employer, the Employer agrees to provide said equipment at no cost to the employee and the employee agrees to wear, use, etc., said equipment as required by the Employer.

Section 3. Reporting. Bargaining Unit employees shall report any unsafe equipment and/or conditions to the Chief of Fire. Upon written notification of such, the Chief of Fire shall investigate and determine whether such condition exists and, if applicable, (make a reasonable effort to) correct such unsafe condition(s) and to see that safety rules and safe working methods are being observed by Bargaining Unit employees.

Section 4. Duty Incurred Illness. The Employer agrees to incur all reasonable cost for the treatment, vaccinations, testing, medications, and/or inoculations deemed necessary by the Barberton Fire Department's Medical Director for the treatment of documented/exposure/ illnesses an Employee may be exposed to while performing ones duties that may not be covered by Workers Compensation.

ARTICLE 19 SUBSTANCE ABUSE

Section 1. General Policy Regarding Drugs and Alcohol. The use of illegal drugs and the abuse of alcohol and legal drugs by members of the Barberton Fire Department present unacceptable risks to the safety and well-being of the public and of other employees, invite accidents and injuries, and reduce productivity. In addition, such use and abuse violate the reasonable expectations of the public that the City employees who serve and protect them obey the law and be fit and free from the adverse effects of drug and alcohol use.

In the interests of employing persons who are fully fit and capable of performing their jobs, and for the safety and well-being of employees and residents, the parties hereby establish a screening program implementing the stated policy regarding drug and alcohol use by employees and potential employees of the Barberton Fire Department. Contained herein is the policy and program of the City of Barberton and the Barberton Fire Department, as specifically applied to members of the Barberton Fire Department.

The Fire Department has the responsibility to provide a safe work environment as well as a paramount interest in protecting the public by ensuring its employees are physically and emotionally fit to perform their duties. Possession, sale or transfer of illegal drugs, cannabis or non-prescribed controlled substances by Department members is strictly prohibited on or off duty. Violation of these policies will result in disciplinary action up to and including discharge.

Section 2. Definitions.

- (1) Drug Test or "test" means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

- (2) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests shall use an immunoassay procedure or an equivalent, or shall use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as such more accurate technology becomes available.
- (3) Confirmation test "confirmed test" or "confirmed drug test," means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
- (4) "Illegal drug" means any narcotic, barbiturate, marijuana, central nervous system stimulant, hallucinogen, cocaine or any controlled substance as defined by Section of the Ohio Revised Code Section 3719.01 (D), as amended from time to time, not possessed or used in accordance with a lawful prescription.
- (5) Specimen means a tissue, hair, or product of the human body capable of revealing the presence of drugs or their metabolites.
- (6) Adulterated or tampered specimen means a specimen reflecting the presence of a foreign substance, reflecting clinical signs or characteristics not associated with a normal specimen, or if an endogenous substance is present at a concentration greater than the normal physiological concentration. An adulterated or tampered with test, or a test that is unable to be tested due to tampering or adulterants will be considered as a refusal to submit to the test and the employee will be subject to disciplinary action, up to and including dismissal.
- (7) "Drugs" shall mean any controlled substance listed in Ohio Revised Code and Federal law, known as the Controlled Substances Act, for which the person tested does not submit a valid pre-dated prescription. Thus, the term "drugs" includes both abused prescription medications and illegal drugs of abuse. In addition, it includes "designer drugs" which may not be listed in the Controlled Substances Act but which have adverse effects on perception, judgment, memory or coordination. A listing of drugs covered by this policy includes, but is not limited to:

Opium Methaqualone Psilocybin-Psilocyn
 Morphine Tranquilizers MDA
 Codeine Cocaine PCP
 Heroin Amphetamines Chloral Hydrate
 Meperidine Phenmetrazine Methylphenidate
 Marijuana LSD Hash
 Barbiturates Mescaline Hash Oil

(8) "Impairment" due to drugs or alcohol shall mean a condition in which the employee is unable to properly perform his/her duties due to the effects of a drug in his/her body. Where impairment exists (or is presumed), incapacity for duty shall be presumed. "Impairment" due to alcohol shall be presumed when a blood alcohol content of .08 or more is measured.

(9) "Positive Test Results" shall mean a positive result on both a confirming test and an initial screening test. If the initial test is positive, but the confirming test is negative, the test results will be deemed negative and no action will be taken. A positive confirming test result is one where the specimen tested contained alcohol, drug or drug metabolite concentrations at or above the concentration specified in Section 6.

(10) The term "drug abuse" includes the use of any controlled substance which has not been legally prescribed and/or dispensed, or the abuse of a legally prescribed drug which results in impairment while on duty.

Section 3. Informing Employees About Drug and Alcohol Testing. All employees shall be fully informed and supplied a copy of the Employer's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how tests are conducted, what the test can determine, and the consequences of testing positive for drug use. The City has provided information to the employees of the Fire Department on the adverse effects of the use of illegal drugs and the abuse of alcohol and legal drugs including, but not limited to, the impact and potential impact of such actions on job performance co-workers.

All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him/her. The Employer shall not discipline employees who voluntarily come forward and ask for assistance to deal with a drug and/or alcohol problem. No disciplinary action will be taken against an employee unless he/she refuses the opportunity for rehabilitation, fails to complete the program successfully, or again tests positive for drugs within two (2) years of completing an appropriate rehabilitation program.

Section 4. Reason for Testing.

Section 4.1. Reasonable Suspicion. Where the City has reasonable suspicion of drug use or alcohol abuse, a test may be ordered and the employee may be required to report for testing. Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or is physically or mentally impaired due to being under the influence of alcohol or illegal drugs. Reasonable suspicion will be based upon the following:

(1) Excessive Absenteeism or chronic lateness.

- (2) Drowsiness or sleepiness.
- (3) Alcohol on breath.
- (4) Slurred or incoherent speech.
- (5) Unusually aggressive behavior.
- (6) Unexplained change in mood.
- (7) Lack of manual dexterity or coordination.
- (8) Arrest for drug or alcohol related crime.
- (9) Vehicle accident with death or injury to employee or another.

The decision to require the employee to submit to testing in the case of suspected alcohol abuse, or in the case of suspected drug abuse, will require the approval of two Fire Officers. The Fire officers must agree that there is reasonable suspicion to have the employees tested. The cost of such test shall be the City's responsibility. Employees who are using a lawfully prescribed drug are encouraged to notify their department head and/or the Director of Public Safety in advance of taking a drug test.

Section 4.2. Accidents. When a member is involved in an on-the job vehicular accident a supervisor shall conduct a preliminary investigation promptly and, as part of the investigation, shall evaluate the member's appearance and behavior. Drug and alcohol testing may be required where there is reasonable suspicion that an error or mistake due to drug or alcohol use by the member caused the accident or injury or where there is reasonable suspicion that a member's alcohol or drug use may have contributed to the incident.

Section 4.3. Performance. When a member is observed to be behaving in a manner causing reasonable suspicion of drug and/or alcohol use, the supervisor may require a drug and alcohol test. Whenever feasible, the impaired behavior should be observed and corroborated by another supervisory member.

Section 4.4. Arrest or Indictment. When a member has been arrested or indicted for conduct involving alcohol abuse and/or illegal drug related activity on or off duty, the Fire Chief may require drug/alcohol screening. The Fire Chief may also or instead of a drug/alcohol screening, make a mandatory referral for an evaluation of the existence of a substance abuse problem. If the certified substance abuse professional or other licensed physician or psychologist acceptable to the City and to the Union indicates that a treatment program is recommended, that treatment program will be viewed as mandatory in accordance with the existing language in the drug/alcohol policy. If the evaluation indicates a treatment program is not necessary, the treatment program would not be mandatory.

Section 4.5. Status of Employee Following Order for Testing. When testing is ordered, the employee will be removed from duty and placed on leave with pay pending the receipt of results.

Section 5. Medical Review Physician. The Medical Review Physician shall be chosen and agreed upon between the Union and the Employer and must be a licensed physician with a knowledge of substance abuse disorders. The Medical Review Physician shall be familiar with the characteristics of the test (sensitivity, specificity, and predictive value), the laboratories running the tests and the medical conditions and work exposures of the employees.

The role of the Medical Review Physician will be to review and interpret the positive test results. He/She must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The Medical Review Physician must review all medical records made available by the tested employee when a positive test could have resulted from legally prescribed medication.

Section 6. Testing Procedures.

Section 6.1. Testing Procedures. The test procedures outlined in this Section shall conform to the NIDA Standards (National Institute on Drug Abuse) of the Federal Guidelines issued by the Department of Health and Human Services, Alcohol, Drug Abuse and Mental Health Administration as set forth in Title 48 of the C.F.R. effective 12-1-89. In the event there is any conflict between the procedures set forth in this Section 33.6 and the NIDA Standards, the NIDA Standards shall control.

The Director of Public Safety, in conjunction with the Fire Chief, will ensure that the following procedures are established for the collection of urine and blood specimens and the testing of such specimens at a designated NIDA-certified laboratory.

A. General Procedures

1. Employees covered by this Collective Bargaining Agreement are entitled to Union representation; a Union representative shall accompany the employee to the collection site, provided such representative is available and that securing such representative does not impede the process.
2. Collection Sites Collection services will be provided at a facility mutually agreed upon by the City and the Union.

For services needed when Harmony Health Works is not open, collection services will be provided at one of the area Hospital Emergency Rooms.

B. Chain-of-Custody

In all cases, strict chain-of-custody procedures will be followed:

- a. Immediately after the specimen is obtained, the client and the doctor or nurse will initial the confidence seal on the urine specimen.

- b. Both parties will sign the laboratory chain-of-custody form, including the date and time.
- c. Labeled specimens will be placed in a locked refrigerator or laboratory container located in the clinic. The Harmony Health Works staff member will sign and date the Harmony Health Works log.
- d. Lab courier will pick up the specimens. The Courier and Harmony Health Works staff will sign the chain-of-custody form.
- e. Specimens will be transported directly to the designated NIDA-certified laboratory where they will be processed in a separate drug testing area accessible only to authorized personnel.
- f. Once in the lab, all personnel who handle the specimen must sign and date the chain-of-custody form.

C. Results

Results will be forwarded by mail to the Director of Public Safety in a confidential envelope. Generally, this means within 24-72 hours of specimen pick-up by the lab. Results will not be released by phone when the call is initiated by someone outside Harmony Health Works or the testing lab.

D. Collection Procedure

- a. Client identity will be verified by driver's license or by the supervisor in the absence of a picture I.D. Verification will be done by doctor or nurse.
- b. Drug history/drug disclosure form will be completed by the client, and reviewed by the doctor or nurse.
- c. Consent form will be signed by client and witnessed.
- d. The specimen will be obtained as follows:
At the collection site, if the specially equipped bathroom is not available, the test will be witnessed. A doctor and/or nurse will accompany the client to the bathroom and will be physically present when the specimen is produced. A nurse or Doctor will obtain Blood alcohol specimen.
- e. Blood alcohol specimen will be labeled with name, test date, time, and will be initialed by the nurse or doctor and the client.
- f. Urine specimen will be sealed in full view of the client and the confidence seal placed over the top of the bottle. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.
- g. The chain-of-custody process will be initiated, and specimens will be given an I.D. number. The specimen will be labeled with that number, as is the chain-of-custody form.
- h. Copies of the chain-of-custody form will be sealed in a tamper-proof custody envelope with the specimen. The envelope will be locked up in a metal box or locked refrigerator.

- i. "Reasonable Suspicion" testing will also include a medical history and physical exam to gather an understanding of any physical conditions, known or unknown of a client as well as to provide a third party observation and assessment of the individual.
- j. In connection with its testing program the City shall engage the services of a medical expert experienced in drug testing to design an appropriate questionnaire to be filled out by any employee being tested to provide information of food or medicine or other substance eaten or taken by or administered to the employee which may affect the test results and to interview the employee in the event of positive test results to determine if there is any innocent explanation for the positive reading.

Section 7. Laboratory Process. The City will utilize a NIDA-certified laboratory for all drug/alcohol screening processing.

The laboratory will:

- a. Use 5 drug panel of: amphetamines, barbiturates, benzodiazepines, cocaine, cannabinoids (THC), opiates and phencyclidine, unless the specific situation requires testing for another specific substance(s), plus alcohol (ethyl).
- b. Use the EMIT procedure as the initial screen, utilizing cutoff levels as follows:

Marijuana metabolites 50 ng/ml
 Cocaine metabolite 300 ng/ml
 Opiate metabolite 2000 ng/ml
 Amphetamines 1000 ng/ml
 Phencyclidine 25 ng/ml

- c. Use Gas Chromatography/Mass Spectroscopy (GC/MS) as the confirmatory method, utilizing cutoff levels as follows:

Marijuana metabolites (1) 15 ng/ml
 Cocaine metabolite (2) 150 ng/ml
 Opiate metabolites:
 Morphine 300 ng/ml
 Codeine 300 ng/ml
 6 – Acetylmorphine (4) 10 ng/ml
 Phencyclidine 25 ng/ml
 Amphetamines
 Amphetamines 500 ng/ml
 Methamphetamine (3) 500 ng/ml

Footnotes:

1. (Delta-9-tetrahydrocannabinol – 9- Carboxylic acid)
 2. Benzoylecgonies
 3. Speciman must also contain amphetamine at a concentration \geq 200 nanograms/millimeter
 4. Test for 6-am when morphine concentration exceeds 2000 nanograms/millimeter
- d. Freeze and retain all positive specimens for at least twelve (12) months after testing.
- e. Use for alcohol (ethyl) a blood alcohol content level of .08 grams per 100 cubic centimeters.

Section 8. Confirmatory Test. A positive test will result in a Gas Chromatography/Mass Spectrometry confirmatory test of the original sample by the laboratory. At this time the employee may request a portion of the original sample to be tested by a recognized independent laboratory of the employee's choice. The cost of the test will be paid by the City if the test results are negative.

Section 9. Independent Testing. When an employee has been tested pursuant to the rules established herein and there are confirmed positive results, the employee may request that a portion of the original specimen be submitted for an independent test. The employee shall be notified of his/her right to do so and request and complete the independent test within ten (10) days of notice. The independent test shall be at the employee's expense, shall use equivalent testing and chain-of-custody process used by the City. If such independent test yields a negative test result, the City will consider those results in its determination of further action.

Section 10. Confidentiality of Test Results. The results of drug and alcohol tests will be disclosed to the person tested, the Fire Chief, the Director of Public Safety, Union President, and others on a need-to-know basis consistent with the other provisions of this Agreement, including treatment needs, diagnosis, and use of the Employee Assistance Program and investigation of disciplinary action. Test results will be disclosed to the designated representative of the union upon request. Test results will not be disclosed externally except where the person tested consents or law permits disclosure. Any member, whose drug/alcohol screen is confirmed positive, shall have an opportunity at the appropriate stage of the disciplinary process to refute said results. A breach of confidentiality shall be considered a serious act of misconduct and the Union may grieve and remedy violations through the grievance procedure. Nothing in this provision shall be construed as waiving the Union's statutory right to obtain information that may be relevant to collective bargaining or the administration of grievances.

Section 11. Voluntary Request for Assistance. Employees are encouraged to

voluntarily seek treatment, counseling and/or other support and assistance for an alcohol or drug related problem. If such voluntary assistance is sought by the employee before the employee commits rule violations connected with drug/alcohol abuse, and/or before the employee is subjected to for cause testing under this policy, there shall be no adverse employment action taken against an employee who voluntarily seeks assistance. When voluntary assistance is requested under this policy, the employee may use the City's Employee Assistance Program to obtain referrals, treatment, counseling and other support and all such requests shall be treated as confidential pursuant to the City's normal procedures in the operation of its Employee Assistance Program.

Section 12. Specific Responsibilities.

A. The Fire Chief or his/her designee will:

1. Identify those members where a drug/alcohol screen is required and inform the Director of Public Safety of said status.

When necessary, initiate a preliminary investigation to determine the validity of a member's admission that he/she is presently taking prescribed drugs.

- a. If the preliminary investigation reveals that the drugs have been legally prescribed and are being consumed according to prescription directions, no further investigation will ensue.
- b. In all other instances, a formal investigation will ensue when the test results disclose positive indicators and/or evidence of drug/alcohol usage by the member.

B. Command level personnel or the Fire Chief shall ensure that members have been properly notified of the date and time of a drug/alcohol screen and that the notification has been properly documented.

C. The member subject to a drug/alcohol screen will:

1. Report on a date and time determined by the Department.
2. Furnish documentation relating to the use of any prescribed drugs to the Medical Review Physician; i.e. Prescription bottle with prescription number, prescribing physician's statement, etc.
3. Answer all pre-medical examination questions including the use of any/all prescribed drugs and the name(s) of any prescribed drugs and the name(s) of any prescribing physician(s).
4. Cooperate in the completion of all phases of the drug/alcohol screen in accordance with the instructions of the examining physician or his/her designee.

D. Any member who is taking prescription medication that could affect perception; judgment, memory, coordination or other necessary ability to perform one's duties shall report such fact and the nature of the illness or condition requiring the medication to his/her supervisor. Such information will be treated on a confidential basis.

Section 13. Disciplinary Action for Confirmed Positive Test Results.

A. First Positive. The first confirmed positive test result would be cause for disciplinary action up to and including a five-duty day disciplinary suspension. The employee must agree to the following conditions: (1) the employee will have a mandatory referral to the City's Employee Assistance Program for evaluation, diagnosis and development of a treatment plan consistent with generally accepted standards; and (2) the employee will be required to cooperate in the treatment plan, undergo unannounced periodic drug and/or alcohol screening for a period of up to 12 months, successfully complete the prescribed treatment, remain free of drug and alcohol use, and sign an agreement consenting to said conditions. Failure to comply with these conditions of continued employment shall be cause for discharge.

B. Second Positive - During Treatment. If an employee has a first confirmed positive test under the previous Paragraph A and enters a treatment program, and thereafter that employee has a subsequent confirmed positive test result while the employee is in treatment, as a result of unannounced periodic drug and/or alcohol screening, the employee shall receive a 30 shift day disciplinary suspension and shall be required to continue in treatment and comply with the other conditions of treatment set forth in the preceding paragraph, which 30 shift day disciplinary suspension shall be final and binding on the Union and the employee and shall not be subject to the grievance procedure. Any confirmed positive test thereafter, either periodic unannounced or reasonable suspicion, shall result in the employee's discharge, which shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure of the collective bargaining agreement.

C. Second Positive - Reasonable Suspicion. An employee who has a first confirmed positive test under Section 6 and who subsequently has a confirmed positive test under the reasonable suspicion standard shall be discharged, which discharge shall be final and binding on the Union and the employee and the penalty shall not be subject to the grievance procedure in the collective bargaining agreement.

D. Employment Status. There is no requirement on the part of the City to keep an employee on active employment status who is receiving treatment under this Section if it is appropriately determined (i.e., determination by an independent physician and/or appropriately certified medical and/or psychological professional) that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property and safety of others. Such employee shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave pending treatment.

E. Yearly Training. The City shall provide annual training to employees regarding the goals of this policy, namely, that employees of the Fire Department be fit and free from the adverse effects of the use of illegal drugs and the abuse of alcohol and legal drugs; such training will include a review of this policy.

Section 14. Duty Assignment after Treatment. Once an employee successfully completes rehabilitation, he/she shall be returned to his/her regular duty assignment. Once treatment and any follow-up care is completed, and two (2) years have passed since the employee entered the program, the employee's personnel file(s) shall be purged of any such reference to his/her drug or alcohol problem.

Section 15. Miscellaneous.

Section 15.1. Association Held Harmless. This drug and alcohol-testing program was initiated at the request of the Employer. The Employer assumes the sole responsibility for the administration of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of the Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol-testing program.

Section 15.2. Changes in Testing Procedures. The Parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedures that provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements.

Section 15.3. Conflict With Other Laws. This article in no way intends to supersede or waive any constitutional or other rights that an employee may be entitled to under federal, state or local statutes.

ARTICLE 20
EQUALIZATION OF OVERTIME

Section 1. Department Policy. The Employer agrees to allow the Union to establish an overtime distribution Policy which the Union is responsible for governing.

Section 2. Overtime Distribution. The parties recognize that there may be overtime situations that require the Employer to assign employees who possess special skills to perform the tasks required. If this becomes necessary, employees assigned by the Chief of Fire shall be exempt from the provisions of this section. Such situations may be caused by training evolutions, special teams (HAZMAT, TROT, SWAT, etc.) or the need for trade skills.

Section 3. Overtime Violations. The Employer is not responsible for overtime violations if such violations are the result of Bargaining Unit member's actions. The Employer shall be responsible for violations made by non-Bargaining Unit members (i.e. Chief, Chief's Designee, or Dispatch). For overtime violations as stated above, the Chief shall schedule the missed employee for an equivalent amount of overtime before the end of the pay period following the pay period in which the overtime scheduling error occurred. If the Chief of Fire fails to schedule the make-up overtime within the time frame stated above, the Employer will pay the employee for the overtime that was scheduled in error. Non-Bargaining violations are subject to the grievance procedure filed at step 2.

ARTICLE 21 HOURS OF WORK

Section 1. Shift Designations. The Chief of Fire is responsible for shift and duty assignments. The Chief of Fire may assign individuals to work hours as required to fulfill training needs or the tasks of the department on special assignment.

Section 2. Shift Change Notice. The Employer agrees that it will give three (3) days notice prior to any shift change. In addition, the Employer agrees that when a shift is changed, the employee so assigned shall serve at least seven (7) days on a shift. The Employer further agrees that shift or duty assignments will not be made solely for disciplinary purposes. Annual shift changes shall occur prior to January 15th of any calendar year. Any other changes of shift that occur throughout the year will be made only to accommodate staffing requirements due to extended illness, injury, death, retirements or promotion of members of the Bargaining Unit. The Chief of Fire may approve shift changes mutually requested by employees and approved by both Shift Commanders.

Section 3. Work Week. It is hereby mutually agreed that for those employees performing work in the fire suppression division, the present work hours and schedule which constitute a forty-eight (48) hour work week will not be changed or altered from the effective date of this Agreement. The average workweek shall be forty-eight (48) hours, averaged over a nine (9) week cycle as described in Section 4. For individuals assigned to light duty, the Monday through Friday work schedule of 0800 hours to 1600 hours constitute a forty (40) hour workweek.

Section 4. Scheduling.

- A. **Forty (40) Hour Personnel.** The personnel assigned to a forty (40) hour schedule will be normally assigned to work within the five (5) day period of Monday to Friday with a start time no earlier than 0600 and an end time of no later than 1800 and not longer than ten (10) hours per day. These personnel

shall have the option of working a traditional five (5) day (eight (8) hours per day week) or they may choose to work four ten (10) hour days during the work period referenced previously, consistent with the operational needs of the Employer. Personnel assigned to forty (40) hour schedule will submit their intended may request to be assigned to either normal schedule by submitting a request regular weekly schedule to the Chief of the Department annually no later than December 15th of the preceding year Any temporary variation in said schedule through the year must be agreed upon by the Chief and the individual effected or the requested change will not take place.

B. Fire Suppression. For the Fire Suppression Division, the Employer shall adhere to the twenty-seven (27) day, one hundred ninety two (192) hour, work schedule set forth in the Fair Labor Standards Act (FLSA), except those on special assignment. The standard hours of work shall be 0730 to 0730 the following day. The forty-eight (48)-hour work week shall reflect scheduling of work through a twenty-seven (27) day, one hundred ninety two (192) hour, schedule as follows: on duty twenty-four (24) hours, off duty twenty-four (24) hours; on duty twenty-four (24) hours, off duty twenty-four (24) hours; on duty twenty-four (24) hours, off duty ninety-six (96) hours, at which time the above cycle shall repeat. Each employee shall be scheduled off duty every seventh (7th) work day, to reflect the forty-eight (48) hour average workweek. The following depicts a typical nine (9) week cycle.

<u>Week</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>
One	X	0	X	0	X	0	0
Two	0	0	X	0	X	0	X
Three	0	0	0	0	0	0	X
Four	0	X	0	0	0	0	X
Five	0	X	0	X	0	0	0
Six	0	X	0	0	0	X	0
Seven	0	0	0	X	0	X	0
Eight	X	0	0	0	0	X	0
Nine	X	0	0	0	0	0	0

X = denotes duty day 0 = denotes day off

Section 5. Work Assignments And Training. Training and other non-emergency details will not be performed on holidays, Saturdays, Sundays or after 1600 hours when it is practical to be scheduled otherwise. Training outdoors when temperatures either exceed eighty-five (85) degrees or fall below thirty-two (32) degrees shall only be performed when the session cannot be reasonably rescheduled or if the temperature extreme is a designed factor of the training program.

Section 6. Training. An employee assigned to the twenty-seven (27) day work schedule who attends training shall be subject to the following:

1. If the training is two (2) or three (3) days and the employee's regularly scheduled work day falls within the training, the Employer may adjust such employee's work schedule to accommodate such training. Example: An employee is scheduled to work a twenty-four (24) hour shift on Tuesday. The employee attends a three (3) day training session, eight (8) hours per day on Monday, Tuesday and Wednesday. The employee may be released from the twenty-four (24) hour Tuesday shift. The employee shall not be entitled to any additional compensation except for those hours worked in excess of eight (8) hours each day.
2. If the training is four (4) or more days, the employee may be placed on a forty (40) hour work schedule beginning at 0730 hours on the day preceding the start of training and continuing for seven (7) continuous days and ending at 0730. Actual work hours may vary according to the training needs. No additional payment shall be received unless the employee exceeds forty (40) hours of work in that calendar week.
3. If the training is one (1) to three (3) days, and the employee is not on duty, the employee shall be compensated according to the following:
 - a. If the Employer requires the outside training the Employee shall be paid at the rate of 1 ½ times the normal hourly rate.
 - c. If the Employee requests to attend training not required by the Employer payment shall be at the Employee's normal straight time rate.

ARTICLE 22 OVERTIME RATES

Section 1. Contractual Overtime. Employees assigned to the Fire Suppression Division shall be paid overtime for hours worked in excess of such employee's normal work schedule.

Employees assigned to a 40 hour work week shall be paid overtime for hours worked in excess of forty (40) compensated hours in any given week. Overtime shall not be paid for hours worked as a result of "trading" of shifts. Overtime slips must be submitted within seven (7) days of the date the overtime was performed.

Section 2. Applicable Rate/Contractual Overtime. Overtime occurring Monday through Saturday (non-Holiday) shall be one and one-half (1 ½) times the 2080 rate. Overtime occurring on a Sunday or holiday shall be two (2) times the 2080 rate.

Section 4. Holdover Pay. A holdover occurs when an employee is required to work

past the time for the end of the employee's regularly scheduled shift. Holdovers are paid at the 2080 rate times the number of hours worked to the nearest quarter hour.

Section 5. Call-In Pay. A call-in occurs either when the employee is required to report to work prior to the scheduled time for the start of the employee's shift or when an employee is required to report back to work after completion of the employee's shift, provided that such time does not abut the beginning of a regularly scheduled shift. For call-in situations, an employee shall be eligible to receive a minimum of three (3) hours pay at the 2080 rate shall be received. A call-in does not occur for purposes of TROT and/or HAZMAT meetings/training, public education meetings/conferences /presentations, staff meetings, etc. These events shall be paid for actual hours worked at one and one-half (1½) 2496 rate.

Section 6. Working Out Of Class on a Call-In. In the event that an employee is required to work out of classification while called in, the employee shall receive the out-of-classification rate at one and one-half times (1½) times the 2080 rate [i.e. if a Firefighter Step 8 replaces a Lieutenant Step 6, the Firefighter shall receive Lieutenant Step 8 at one and one-half (1½) times the 2080 rate].

Section 7. Emergency Call-In. An emergency call-in is defined as any call-in that is created out of a need for additional staffing or the sudden depletion of staffing as a result of an emergency situation. "Emergency situation" includes, but is not limited to: structure fire, special rescue, mass casualty, or HAZMAT. The Shift Commander or the highest-ranking officer on duty will determine the number of personnel needed. If a reserve apparatus is placed in service as the result of an emergency call-in, such apparatus shall be staffed with officers or acting officers. In the event an officer is not called-in, the senior firefighter appointed shall be paid out-of-classification as defined in Section 6.

Section 8. Court Time. All employees who are required to appear in court or an administrative agency on behalf of the Employer or as a result of actions taken by the employee with the authorization of the Employer, shall be paid at one and one-half (1½) times the 2080 hour rate for a minimum of three (3) hours "court time." An employee who is required to appear at a proceeding in the morning and a different proceeding in the afternoon shall be entitled to a minimum of four (4) hours of such overtime pay at the 2080 rate. "Court time" shall be paid for only those proceedings at which the employee is required to attend as a result of the employee's actions on behalf of the Employer in the employee's capacity as a Fire Department employee. No overtime pay will be paid to employees attending such proceedings during regularly scheduled working hours. If the employee attending such a proceeding is required to remain past the time for the end of the employee's shift, such employee shall be entitled to overtime pay at the rate of one and one-half (1½) times the 2080 rate with no minimum. Travel time will not be included as part of the total paid time when determining premium pay for court time.

Section 9. Travel. Employees shall be at their work sites, report-in location or headquarters by their shift starting time. Any employee who must begin work, appear in court, travel to another station or attend training at some location other than the employee's actual work location shall not be compensated for travel time unless such travel required is in excess of one hundred (100) miles round trip. In the event such travel is required beyond one hundred (100) miles, and such travel occurs outside of the employee's normal work hours, the employee shall receive one and one-half (1½) times the normal rate for all hours spent in transit for those hours in excess of the employee's normal work hours. In the event such travel is required beyond one hundred (100) miles by automobile, the employee shall receive mileage payable at the Employer's standard rate according to current ordinance, if prior approval is obtained by the Fire Chief.

Section 10. Normal Hours. It is specifically understood that the term "employee's normal work hours" refers to the schedule the employee is working when overtime occurs.

Section 11. Sundays/Holidays. For the purposes of this Agreement, any reference to the time period referred to as a Sunday commences at 0730 hours on Sunday and ends at 0730 hours on Monday. The time period referred to as a holiday commences at 0730 hours on the date of the holiday and ends at 0730 hours on the day following the actual holiday.

Section 12. Trades. Employees shall have the right to trade shifts and comp days when the change does not interfere with the operation of the Fire Department. Trades will be approved by the Shift Commander, or Fire Chief provided that the employee is trading with a qualified employee and the trade will not cause an overtime call-in. Example: Officers will trade with officers when they are the only officer working. Records of trades shall be the responsibility of the trading employees. Should no employee show up for work, the employee originally scheduled shall be considered absent without leave. In all cases of approved trades, the Employer shall not be liable for employee overtime or violations of FLSA regulations.

Section 13. Normal Hourly Rate Defined. The term "normal hourly rate" as referenced above shall mean the forty-eight (48) hour rate for suppression employees and the forty (40)-hour rate for non-suppression employees.

ARTICLE 23
WAGE RATES

Section 1. Hourly Rates. Bargaining unit members shall receive wages as provided in Appendix A, Wage Appendix which sets forth the annual salaries and base hourly rates for members assigned to suppression and non-suppression scheduling. The annual base salaries for bargaining unit members shall increase by 2% each year of this agreement, effective with the first full-pay period in January 2014 and each subsequent year.

Section 2. Wage Schedule Administration. Wages shall be paid in steps commensurate with service, advancing in step on anniversary dates. Anniversary date, for purposes of wage step increase, is determined as the date of original employment in the Fire Department, or if applicable, any re-employment date following a resignation. Steps in wage rate schedules, as contained in this article, are as follows:

Zero to One Year	1st Step	Five to Ten Years	6th Step
One to Two Years	2nd Step	Ten to Fifteen Years	7th Step
Two to Three Years	3rd Step	Fifteen to Twenty Years	8th Step
Three to Four Years	4th Step	Twenty Years or More	9th Step
Four to Five Years	5th Step		

Employees shall advance a step upon completion of each year of service based upon his anniversary date of hire as a Firefighter/EMT-P or EMT-B or promotion into the applicable.

Section 3. Pension Pickup. Wages shall be paid bi-weekly, via direct deposit, every other Friday. When a holiday falls on a Friday, employees shall be paid on the preceding Thursday. When a pair of holidays falls on both a Thursday and Friday, employees shall be paid on the preceding Wednesday. Such wage compensation shall include payments previously termed "longevity" and shall include payments for pension pickup as currently pay rolled for all bargaining unit members.

Section 4. Hourly Rates. Whenever a provision of this Agreement refers to an hourly rate that is not followed by "2080," such rate shall be the employee's "2496" rate.

Section 5. Advanced Placement on Scale. A newly hired employee shall be placed at a wage step commensurate with such employee's prior, certifiable experience as dictated by this section. The step placement shall be made at the time of original appointment, and no wage step adjustments shall be made at any other time. The new firefighter shall then advance through the pay scale in accordance with Section 16.2. The following criteria shall be used by the Chief of Fire for the placement of a new firefighter at a wage step commensurate with these requirements:-

<u>Step</u>		<u>Item Number</u>
2	1.	State of Ohio certified full-time (or equivalent accepted by the State of Ohio) firefighting training (256 hour course) or State of Ohio Licensed Paramedic
3	2.	2. Same as Item 1 with one (1) to three (3) years experience with a full-time Fire Department State of Ohio certified full-time (or equivalent accepted by the State of Ohio) firefighting training (256 hour course) and Licensed Paramedic
4	3.	Same as Item 2 with four (4) or more years of experience with a full-time Fire Department
2	4.	State of Ohio Certified Paramedic (or equivalent accepted by the State of Ohio)
3	5.	State of Ohio Certified Paramedic (or equivalent accepted by the State of Ohio) plus Item 1
4	6.	Same as Items 2 and 4
5	7.	Same as Items 3 and 4

Whenever the Employer hires and places an employee in an advance step based upon the above criteria, the Chief of Fire shall notify the Union of such action and of the reasons for the action. If the Union believes such advance step placement is inconsistent with the Employer's criteria, the Union may notify the Chief of Fire of its concern. The parties shall then meet, as soon as reasonably possible thereafter, in an effort to resolve the matter.

Section 6. Deferred Compensation. The employer agrees to withhold and deposit any funds as directed by members of the bargaining unit to the current Ohio Public Employees Deferred Compensation (OPEDC) Program and/or the Ohio Association of Professional Fire Fighters 457 (OAPFF 457) Deferred Compensation Plan.

ARTICLE 24
UNIFORM MAINTENANCE REIMBURSEMENT AND SAFETY GEAR

Section 1. Maintenance Payment. Uniform maintenance reimbursement shall be paid annually in a lump sum of one thousand two hundred dollars (\$1,200.00) and the appropriate tax withheld. Such payment shall be issued in via direct deposit the first pay period in January of every year or the first pay period after hiring. Such payment shall serve as sole payment to both probationary and non-probationary employees for maintenance and replacement of the department's standard issue of uniform items.

Section 2. Proration Upon Termination Of Or Retirement From Service. If an employee should terminate or retire from employment with the Employer, in a year where a maintenance payment has been made, the Employer shall deduct from such employee's final paycheck a sum equal to:

$$\frac{\$1,200 \times \text{the number of full months remaining in the year}}{12}$$

Section 3. Safety Equipment DX. The Employer will provide "safety equipment" as defined in Section 22.4, replaced when necessary under a "DX/Vendor Voucher" system. Upon being presented an item of department-approved safety equipment represented as unserviceable, the Chief of Fire or designee will approve a Vendor Voucher for the item's replacement. Replacement for lost items will not be authorized unless occurring during the course of duty.

A. The City will make available one (1) portable radio per man while on duty.

Section 4. Safety Equipment. The list of such items to be defined as "personal safety equipment" as approved by the Chief of Fire is as follows:

Fire Coat (2)	Bunker Pants (2)	Nomex Hood (2)
Helmet w/ Shield (traditional style)	MSA Eyeglass Insert	MSA Eyeglass Lens
Fire Boots (rubber or leather)	Gloves-Fire ground (2)	EMS Jacket
Fitted SCBA Mask (1)		

Section 5. Loss/Destruction of Property. The Employer agrees to replace eye glasses, contacts or dentures if lost or destroyed during the performance of an employee's duties.

Section 6. Station Uniform. The station uniform shall consist of items in Appendix F.

ARTICLE 25
OUT OF CLASSIFICATION PAY

Section 1. Working Out Of Class. The table of organization shall provide for at least one (1) ranking officer permanently assigned to every fire or rescue company in service. When a Bargaining Unit member is required to work in the next higher classification, Such employee shall be paid for hours worked out of classification at the 2496 rate (i.e. if a Firefighter Step 8 replaces a Lieutenant Step 6, the Firefighter shall receive Lieutenant Step 8).

Section 2. Additional Company. When normal scheduled staffing permits, an additional company shall be placed in service at Station #1, and an acting Lieutenant shall be appointed as set forth in Section 3. Said employee shall be paid for hours worked out of classification at the normal hourly rate. Under no circumstances shall personnel be called in to staff this additional company.

Section 3. Minimum Requirements. Acting officer assignments shall be made from the personnel of the shift where the vacancy occurs and by seniority as defined in Article 9. The Employer agrees that a firefighter with at least five (5) years seniority shall be appointed Acting Lieutenant. In the event that there is not an available firefighter eligible for Acting Lieutenant, the Chief of Fire or designee, shall have the discretion to appoint an otherwise qualified firefighter. A coordinated effort will be made by the Union and Management to develop a process to determine the qualifications for working out of class. Upon completion, it will be put into effect on a trial basis. If both parties mutually agree that the new process is not effective, working out of classification will revert back to original contract language. At no time shall the Officer in Charge of a shift be a non-sworn officer of the department. In the event that no sworn officer is able to be contacted, the Fire Chief may act as Shift Commander until a Bargaining Unit officer arrives.

Section 4. Trading Shifts. When employees are involved in trading of shifts, the person who is scheduled shall receive acting pay so long as the person actually working is eligible to work out of classification. If such person actually working is not eligible, the person scheduled shall not receive out of classification pay.

Section 5. Acting Chief. On occasions of the Fire Chief's absence due to vacation, sick time, etc., the Employer may designate next ranking administrative officer or other

qualified fire personnel as determined by the Employer to assume the functions of the Fire Chief the Acting Chief shall be paid at a rate one classification higher than the employee's normal rate of pay.

Section 6. Normal Hourly Rate Defined. The term "normal hourly rate" as referenced above shall mean the forty-eight (48) hour rate for suppression employees and the forty (40)-hour rate for non-suppression employees.

Section 7. Probationary Lieutenant Acting Captain Rules

These rules will apply for all probationary Lieutenants for a period to be determined between the Chief and the new Lieutenant, as each new officer's experience and education will vary, but shall not exceed their normal six month probationary period.

- 1). The probationary Lieutenant will not be the only sworn officer on duty. If necessary, call-in an additional sworn officer. The additional officer being called does not prohibit the probationary officer from earning acting pay per the CBA, the additional officer is being called to be a voice of experience and help guide the probationary Lt. in his decision making.
- 2). The Chief may opt to supervise the probationary Lieutenant during the specific periods of time, eliminating the need to special call an additional sworn officer for that shift. However, the Chief will not fill a suppression role specifically for this reason, so if staffing is below the current 9 man minimum a call-in should be made as per the rules.
- 3). If the probationary Lieutenant is scheduled to be the only sworn officer on duty, the Chief should be called the night before the new Lieutenant's shift to determine if he has the time to supervise the new Lieutenant during the shift. Based on the availability of the Chief, he may direct an officer call-in to be made to ensure that an additional sworn officer is on duty for the 24hr period.
- 4). The Chief will meet with the probationary Lieutenant and the other officers of the shift periodically to determine the point at which all parties are comfortable with the Lt. being the only officer on duty. This must occur prior to the end of the Lieutenants probationary period.

ARTICLE 26
EDUCATIONAL BENEFITS/INCENTIVES

Section 1. Educational Benefits. The Employer, allocate a maximum of twelve thousand five hundred dollars (\$12,500.00) for Fire Department Educational benefits and

will reimburse the entire cost of necessary charges for admission fees, textbooks and tuition to any employee who successfully completing a course in a two (2) year, four (4) year, or graduate program in Fire Science or Public Administration at either the University of Akron or Kent State University, or other accredited institutions of standing and comparable tuition costs. Such reimbursement shall be contingent upon the employee receiving a grade of "C" or better and properly submitting a request for reimbursement. In the event that the amount of the benefit request exceeds the total amount allocated, the maximum benefit shall be apportioned equally among members submitting requests, up to the request amount. If an employee applies for the educational benefit and then fails to utilize the benefit, at the Employer's discretion the employee's application for the following year may be denied.

Section 2. Required Documentation For Payment/Request Procedure. An Employee seeking educational benefits must notify the Employer by October 1st of the year before which benefits must be budgeted for. An employee claiming this benefit must submit evidence to the Employer that the charges and textbooks were required for a course in one (1) of the above described programs. In addition, a paid receipt shall also be submitted showing payment in full for the charges and evidence that the employee has successfully completed the course for which the charges were required. The Employer shall not reimburse the employee for charges for which the employee is entitled to reimbursement from any other entity. In addition, the employee must provide the Fire Chief advance written notice of the employee's intent to enroll. Failure to provide proper written notice shall relieve the Employer of its obligation to reimburse the employee.

Section 3. EMT/EMT-P Certification. It is understood that all employees are required as a condition of continued employment to hold a valid Basic EMT certificate and that all employees hired after January 1, 1986, are required to obtain/maintain a valid EMT-P certificate as a condition of continued employment. The Captain assigned to the Fire Prevention Bureau is not required to maintain the EMT-P certification, only the EMT-B with IV and intubation certification. If the number of functioning paramedics exceeds the needs of the department, as determined by the Chief of Fire, the Chief may offer the paramedics the option of dropping their EMT-P certificate. This option will be offered on a seniority basis. If paramedic is allowed to "drop" his paramedic card he must still maintain his EMT-Basic with IV and intubation certification

Section 4. EMT Continuing Education. If the State of Ohio or the Medical Director of the Fire Department requires that EMT Basics or Paramedics must take additional training to maintain or upgrade their certification, such training shall be provided on duty if possible. If it is necessary to send employees for such training off-duty, the Employer shall compensate the employee at one and one-half (1½) times the employee's normal hourly rate. Attendance at continuing medical education provided by the Medical Director of the Fire Department shall be mandatory unless excused by the Medical Director. Employees required to obtain continuing medical education by the State of

Ohio to hold their certification shall be released from duty if such continuing education is made available while the individual is on duty, provided that the Employer determines such release is consistent with its operational requirements and it does not require an overtime call-in.

Section 5. Payment For Continuing Education.

- A. **Licensure Related Training-EMT Basic.** EMT Basic shall be paid for up to fifteen (15) hours of CE annually for the State of Ohio annual CE requirement and any additional Basic Trauma Life Support (BTLS) training if required. Such training shall be paid for at one and one-half (1½) times the normal hourly rate. If such training occurs on a Sunday and is approved by the Chief of Fire, such training shall be paid at two (2) times the normal hourly rate.
- B. **Licensure Related Training-EMT Paramedic.** EMT Paramedic shall be paid for up to thirty-six (36) hours of CE annually for the State of Ohio annual CE requirement. Such training shall be paid for at one and one-half (1 ½) times the regular hourly rate. If such training occurs on a Sunday and is approved by the Chief of Fire, such training shall be paid at two (2) times the normal hourly rate.
- C. **Specialized Team Training.** All members participating on specialized teams including but not limited to (HAZMAT, TROT, SWAT) shall be paid at one and one-half (1½) times the 2496 rate for all hours required by each county or local team. If such training occurs on a Sunday and is approved by the Chief of Fire, such training shall be paid at two (2) times the regular hourly rate.
- D. **Suppression Training.** All members assigned to the Fire Suppression Division shall be provided up to sixteen (16) hours of fire training annually. If such training occurs off duty, such training shall be paid for at one and one-half (1½) times the normal hourly rate. If an employee is unavailable for such training when it is offered, due to vacation, sick leave or injury leave, the failure of such employee to receive the training shall not be subject to the grievance procedure and no compensation shall be received for the sixteen (16) hours.
- E. If the employee exceeds the above listed hours during the course of training, the employee will be compensated for the excess training hours, not to exceed two (2) hours.

Section 23.6. Paramedic Certification. As paramedic certification is a condition of employment, the Employer agrees to pay for the initial paramedic training. All hours involved in gaining initial certification shall be paid at the employee's normal hourly rate and at time and one half (1½) if training is on an overtime basis. Once the employee has received such training and fails to receive such certification, the employee has eighteen (18) months to obtain certification at the employee's own expense (i.e. no wages shall be

paid for training nor shall the Employer pay for tuition and supplies). If the employee does not obtain certification within the eighteen (18) months after failure of initial training, such employee shall be subject to termination.

Section 23.7. Employer Reimbursement. In the event an employee leaves the City of Barberton within four (4) years of receiving educational reimbursement or acquiring any certifications required for employment or otherwise paid for by the Employer, they will be required to pay back to the city the costs for funding such training or certification. Reimbursement shall be made in the manner determined by the Employer. In the event of retirement or disability retirement no such fees or reimbursements shall be withheld. This reimbursement requirement only applies to benefits received after January 1, 2011.

ARTICLE 27 LIFE INSURANCE

Section 1. Death Benefit. All employees shall be covered by a fifty thousand dollar (\$50,000) life insurance benefit, fully paid by the Employer. All members of the bargaining unit shall be permitted to purchase an additional amount of coverage as available through, and allowed by, the insurer. Such premiums may be paid by payroll deduction at the group rates for this life insurance coverage.

Section 2. Eligibility. An employee is eligible for life insurance after ninety (90) days service. If the employee does not apply for group insurance within ninety (90) days, the insurance company may require a physical examination.

Section 3. Retiree Coverage. When an employee retires prior to December 30, 2013, such employee will continue to be covered at the face amount in existence at the time of the employee's retirement, at the Employer's expense. Upon retirement or seventy (70) years of age, the face amount for the retiree is reduced by half and the retiree, loses the double indemnity provision. No retiree coverage shall be provided to employees retiring on or after December 30, 2013.

Section 4. Coverage Continuation. An employee who leaves employment with the Employer by discharge or layoff can continue the insurance policy directly with the insurance company as an individual, but will have to pay a rate set by the insurance company and must convert the policy within thirty (30) days from the employee's last day of service with the Employer.

ARTICLE 28 MEDICAL INSURANCE

Section 1. Coverage and Premium. Upon the first day of the month following the completion of one (1) month of service medical, dental, vision and prescription coverage

shall be available to full-time employees, their spouse and eligible dependents. The Employer will offer to bargaining unit employees a medical plan including prescription, dental, and vision coverage through a group plan. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverage's, and utilization, consistent with the provisions of Sections 3 and 4 herein. Additional changes to the plan and benefit levels may be made as selected through the insurance committee as provided under the terms of this article.

Section 2. Contributions. Plan contributions shall remain unchanged for the year 2011. Effective January 1, 2012, bargaining unit members shall contribute 15% of the cost for insurance coverage under the applicable insurance plan.

Employer agrees to establish a Section 125 plan in order to make said deductions pre-tax.

Section 3. Administration Insurance Committee/Insurance Changes. The Union acknowledges the Employer's right to seek and secure insurance carriers that most efficiently provide economical service, The Union agrees that the City shall create and maintain an insurance committee for the purpose of studying and recommending cost containment programs for medical and prescription coverage, reviewing usage, and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and and/or two (2) or three (3) representatives of the Employer, whatever is necessary to achieve an odd number. The insurance committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote.

Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase as set forth in Section 2 of this article to the parties; or
- B. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan; or
- C. To change the plan and/or alter the benefit levels, and to reduce the plan cost or minimize the increase in the cost of the plan, and pass that increase or decrease along to the parties as set forth in Section 2 of this article.

Section 4. Changes In Coverage Committee Recommendations. Recommendations of the committee cannot be unilaterally changed by the City. Recommendations of the committee, and Employer actions to carry out those recommendations, are final and binding on all parties involved and shall not be subject to the grievance procedure or any other avenue of appeal. If, however, the committee makes no recommendation by

November 1 for the following plan year, the City may unilaterally adjust the plan and benefit levels to mitigate, minimize, or eliminate a cost increase to the plan.

Section 5. Retiree Coverage. The Employer shall provide all retirees of the Barberton Fire Department who have retired prior to December 30, 2013, reimbursement for any health insurance deductibles paid by the retiree as the result of coverage as provided by the Police and Firemen's Pension and Disability Fund (PFPDF) health insurance provider. Said reimbursement, regardless of the amount of deductible imposed by the PFPDF health care provider, shall not exceed in any calendar year five hundred dollars (\$500.00) for single coverage or seven hundred fifty dollars (\$750.00) for family coverage. The retiree shall provide the Finance Director with the necessary documentation as provided by the PFPDF's insurance carrier indicating the amount of deductible incurred and paid.

Section 6. Surviving Spouse Coverage. One-half (½) of the premium costs of continuing hospitalization insurance for surviving spouse or dependents of deceased active employees shall be paid by the Employer. This benefit will cease upon remarriage of the surviving spouse or attainment of the date of eligibility for retirement that the deceased would have enjoyed but for the employee's death.

Section 7. Adult Dependent (Age 26-28) Coverage/Premium Rates. The coverage costs and formula contained in the forgoing sections does not include costs associated with Adult Dependent (Age 26-28) Coverage. Those costs shall be covered by this section. Any adult dependent age 26-28 whom by law is permitted to participate in the City's plan shall be assessed a separate premium for coverage under the City's plan. That premium shall be established by the Employer.

Section 8. Spousal Coverage/Carve-Out Adoption. The parties acknowledge that the Committee may adopt a spousal carve out provision as a means of managing plan costs.

ARTICLE 29 HOLIDAYS

Section 1. Designated Holidays. The following holidays are hereby established:

1. January 1st (New Year's Day)
2. Martin Luther King's Birthday (January 15th) *Suppression only*
3. Third Monday in February (President's Day)
4. Friday before Easter (Good Friday)
5. Last Monday in May (Memorial Day)
6. July 4th (Independence Day)
7. First Monday in September (Labor Day)
8. November 11th (Veterans' Day)

9. Fourth Thursday in November (Thanksgiving Day)
10. Day after Thanksgiving
11. Day before Christmas (Christmas Eve)
12. December 25th (Christmas Day)

Section 2. Holiday Compensation (Suppression). All holidays will begin at 0730 hours on the day of the holiday and will end at 0730 hours the date following the holiday. All employees who work on a holiday shall be paid one and one-half (1 1/2) times the 2080 rate for all hours worked, up to twenty-four (24) hours in addition to their normal wages as a holiday bonus. If the holiday falls on the employee's normally scheduled day off, no compensation shall be received. An employee called-in on a holiday shall receive two (2) times the 2080 rate.

Section 3. Holiday Compensation (Non-Suppression). Non suppression employees will be scheduled off duty on all designated holidays. Should they choose to work on Presidents Day, the day after Thanksgiving, and Martin Luther King Day (recognized federal holiday) they will be compensated (as stated above) for all hours worked. Where the Employer determines that holiday work is necessary for any remaining holidays, non-suppression employees will receive holiday compensation (as stated above) for all hours worked on that day.

ARTICLE 30 **VACATIONS**

Section 1. Vacation Service Credit/Eligibility. This article is intended to preempt O.R.C. 9.44. Vacation service credit shall be based upon years of continuous, uninterrupted full-time service with the City of Barberton. All Bargaining Unit members shall be entitled to vacation after they have completed twelve (12) months of full-time service. Such employee shall then receive vacation according to the following schedule:

Employees Assigned To Suppression Division

One (1) year through Four (4) years service	144 hours
Five (5) years through Nine (9) years service	192 hours
Ten (10) years through Fourteen (14) years service	264 hours
Fifteen (15) years through Nineteen (19) years service	336 hours
Twenty (20) years and over	396 hours

*** Employees at or above 25 years of service prior to December 31, 2013 shall be grandfathered at the previous vacation allowance of 456 hours per year.**

Employees Assigned To Non-Suppression Functions

One (1) year through Four (4) years service	88 hours
Five (5) years through Nine (9) years service	128 hours

Ten (10) years through Fourteen (14) years service	168 hours
Fifteen (15) years through Nineteen (19) years service	208 hours
Twenty (20) years service and over	248 hours

Section 2. Advancement Mid-Year. If an employee makes a vacation step advancement on a date other than January 1, the employee may not use the additional hours received in that calendar year until after the employee's anniversary date. If the employee's anniversary falls after December 1, the employee will not have to use the additional vacation until the following year.

Section 3. Transfer between Suppression and Non-Suppression. Employees transferred from twenty-four (24) hour shifts to eight (8) hour shifts shall have their unused vacation entitlement converted by multiplying the unused hours by a factor of their eight (8) hour entitlement divided by their twenty-four (24) hour entitlement. Example:

8-Hour Entitlement

Unused 24 Hour Shift Vacation x 24 Hour Entitlement = Unused 8 Hour Shift Vacation

Employees transferred from eight (8) hour work shifts to twenty-four (24) hour shifts shall have their unused vacation entitlement converted by multiplying the unused hours by a factor of their twenty-four (24) hour entitlement divided by their eight (8) hour entitlement.

Example:

24-Hour Entitlement

Unused 8 Hour Shift Vacation x 8 Hour Entitlement = Unused 24 Hour Shift Vacation

Section 4. Vacation Rules. Vacation benefits are subject to the following computations and rules:

1. Entitlement of vacation and/or vacation pay shall be based on continuous service with the Employer. In computing service for vacation purposes, full credit shall be given for all service rendered in a probationary status, provided such member immediately after probationary status becomes an employee eligible to receive vacation.
2. **Accumulation/Carry-over.** Vacation shall not be cumulative, except as provided in Section 21.3, and shall be taken during the year credited or forfeited. In no event shall a twenty-four (24) hour employee be permitted to use in excess of five hundred and fifty-two (552) hours of vacation in any calendar year. The maximum for an eight (8) hour shift employee shall be two hundred eighty-eight (288) hours.
3. **Vacation Requests/Scheduling Generally.** Periods of vacation by employees

shall be so arranged by the Chief of Fire so that the department shall at all times be adequately staffed. All scheduling shall be done so as to hold overtime hours to a minimum.

4. **Vacation Scheduling/Selection Procedures.** For the purpose of maintaining efficient and equitable scheduling of vacations, the following procedure shall govern the vacation selection process:

a. **Shift Transfer Timelines.** All shift transfers shall be made prior to January 15th of any given year, unless necessitated by promotions, or to accommodate staffing requirements due to extended illness, injury, death or retirement. The complete transfer list will be posted by December 15th of the previous year.

b. **Prescheduled Vacation Picks.** Vacation picks shall be conducted by seniority. Any vacation used prior to April 1st shall not be considered a pick. Vacation picks shall begin January 15th and shall be completed and posted by March 15th of each year. Vacation scheduling is limited to a minimum of one (1) hours and a maximum of one hundred sixty eight (168) hours and must run consecutively or be combined consecutively with compensatory days. Once informed of his right to "pick" the employee will have until the shift's following workday to provide his pick to the shift commander. If no pick is provided within that time frame it will be considered a pass, and the process will continue.

c. **Non-Prescheduled Vacation.** Any vacation remaining after Vacation picks will be considered unused/unscheduled vacation that may be carried

over or banked, pursuant to Sections 5 and 6 or taken throughout the year. Unscheduled vacation may be used in a minimum of one (1) hours and a maximum of one hundred sixty eight (168) hours.

d. **Vacation Scheduling Blocks.** There shall be two (2) twenty-four (24) hour blocks of vacation available for each twenty-four (24) hour shift. These blocks of vacation will be made available for the scheduling of vacation picks or unscheduled vacation. The third block of vacation will only be available at the start of each shift and can only be used if it will not create a call-in. Shift commanders shall maintain a vacation calendar showing all scheduled vacations.

e. **On Duty Training Block Outs.** For the purpose of on-duty training, the

Chief of Fire can block-out unscheduled blocks of vacation time. This block-out can only account for three (3) twenty-four (24) periods in a four (4) month period for each A, B and C shift. Block-outs may be used either singularly or consecutively.

Section 5. Vacation Carryover. All twenty-four (24) hour shift employees may carryover a maximum of ninety-six (96) hours of vacation from one (1) year to the next so long as the five hundred and fifty-two (552) hour restriction, as set forth in Section 2(2), is not exceeded. All eight (8) hour shift employees may carryover a maximum of forty (40) hours of vacation from one (1) year to the next so long as the two hundred eighty eight (288) hour restriction, as set forth in Section 4(2), is not exceeded.

Section 6. Vacation Bank. All employees with (10) Ten or more years' service may "bank" any amount of unused vacation leave, up to a maximum accumulation of nine hundred and twelve (912) hours. Eight (8) hour employees banking vacation hours shall convert the banked hours by multiplying the unused hours by a factor of their twenty-four (24) hour entitlement divided by their eight (8) hour entitlement. Example:

24-Hour Entitlement

Unused Vacation Hours x 8 Hour Entitlement = Banked Vacation

Eight (8) hour employees using banked vacation hours shall convert the banked hours by multiplying the banked hours by a factor of their eight (8) hour entitlement divided by their twenty-four (24) hour entitlement. Example:

8-hour entitlement

Banked Vacation Hours x 24 Hour Entitlement = Banked Vacation Used

ARTICLE 31
SICK LEAVE

Section 1. Preemption. This Article is intended to modify Ohio Revised code 124.38 and 124.39. No members of the bargaining unit as of January 1, 2011 shall have previously credited transferred sick leave excluded as a result of this section.

Section 2. Accrual. Employees assigned to twenty-four (24) hour shifts shall earn sick leave at the rate of eight and three tenths (8.3) hours for every eighty (80) hours worked or compensated. All other employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours worked or compensated. Sick leave shall accumulate without limit.

Section 3. Definition/Usage. Upon the approval of the Employer, sick leave may be used by an employee for only the following reasons:

- A. illness, injury or pregnancy-related condition of the employee;
- B. exposure of the employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- C. illness, injury or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;

Section 4. Reporting Procedure/Documentation. An employee who is absent on sick leave shall report such absence to the employee's supervisor. Such report shall occur as soon as possible but in no event later than sixty (60) minutes before the start of the employee's shift. The employee shall state the employee's name, and reason for absence. Before an absence may be charged against accumulated sick leave, the Fire Chief may require satisfactory proof of illness, injury or death. In any event, an employee absent for two (2) or more consecutive scheduled workdays must supply a statement from a licensed medical practitioner to be eligible for paid sick leave. The statement must indicate that the employee or member of the employee's immediate family was examined, the date and time of such exam, and that the employee's presence was necessary at the exam or that the employee can return to work and perform the essential functions of his position with or without a reasonable accommodation. An employee that is off on sick time shall not be eligible for any overtime until employee returns to his normal assigned shift.

Section 5. Abuse, Patterned Absence, and Discipline. Any abuse of sick leave or the patterned use of such leave shall be sufficient cause for discipline. Pattern abuse consists of, but is not limited to, absence while on sick leave as evidenced by a frequency or pattern contiguous with or related to holidays, weekends, reduced hour days, vacation days and/or consistent regular usage, or a method of usage of available sick leave. An example of abuse/patterned use is an absence due to personal illness or injury for more than three (3) consecutive work days or more than four (4) days in a four (4) week period.

The Director of Public Safety may require the employee to be examined by a physician designated, scheduled, and paid for by the Employer, or; require a report from the employee's personal physician to be eligible for paid sick leave. If, upon direction of the Director of Public Safety the employee fails to submit written proof of illness, injury or death; or, the employee fails to submit to a medical examination at the cost of the Employer; or, documentation or proof as is submitted as attained through examination is insufficient to justify the employee's absence; such leave may be considered an unauthorized leave and discipline imposed. Falsification of either a written signed statement or a physician certificate shall be grounds for disciplinary action.

Section 6. Employer Required Examination. The Director of Public Safety may require an employee who he has a reasonable basis for believing is no longer mentally or

physically capable of performing the essential functions of his position, poses a threat to himself or others, or has been absent due to personal illness or injury for more than two (2) consecutive work days or more than five (5) days in an eight (8) week period, prior to and as a condition of the employee's return to duty, to be examined by a physician designated and paid for by the Employer. Such examination shall be to establish that the employee is able to perform the normal duties of the employee's job and that the employee's return to duty will not jeopardize the employee's health and safety or the health and safety of other employees.

Upon receipt of the medial professional's opinion on fitness for duty, the Employer, the union, and the employee will meet to discuss possible alternatives and/or accommodations. If no alternative or accommodation is mutually agreeable, then the employee will be placed upon sick leave, FMLA, disability leave or disability separation.

Section 7. Immediate Family Defined. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined as the employee's spouse, children, stepchildren, grandchildren, parents, grandparents or foster children.

Section 8. Sick Leave Incentive.

A. **Fire Suppression.** Employees who have a minimum of two hundred fifty-eight (258) hours of accumulated sick leave as of the last pay in November, may at the Employee's option, sell back to the City twenty-four (24) or (48) hours of sick time at his regular hourly rate for every six (6) month period in a year that the employee did not use any sick time. The Finance Director shall deduct the amount of sick leave sold back from the account of the employee. The Finance Director may require the employee to fill out such form or request to facilitate proper payment and deduction as required by the Finance Department.

B. **Non-Suppression.** Employees who have a minimum of fifteen (15) days of accumulated sick leave as of the last pay in November, may at the Employee's option, sell back to the City eight hours of sick leave at his regular hourly rate for every six (6) month period in a year that the employee did not use any sick leave.

Pay out shall occur in the first pay period in December of the calendar year and the Finance Director shall deduct the amount of sick leave sold back from the account of the employee. The Finance Director may require the employee to complete such form or request to facilitate proper payment and deduction as required by the finance department.

Section 9. Sick Leave Transfer. Sick leave benefits earned with another public agency, entity, or political subdivision shall not be transferable to the City of Barberton.

ARTICLE 32
FAMILY AND MEDICAL LEAVE

Section 1. The Employer agrees to comply with the Family Medical Leave Act of 1993 and any amendments thereto. Any leave taken by an eligible employee, whether paid or unpaid, shall be applied against the employee's leave entitlement

Section 2. Seniority while on Leave. Employees shall not lose seniority during FMLA leave.

ARTICLE 33
INJURY LEAVE

Section 1. Injury Benefit. Employees who are injured or incapacitated in the scope and performance of their duties or work, and are entitled to workers' compensation insurance, shall be entitled to the employee's regular rate of compensation without reduction in sick leave status, if and only if said injury or incapacitation is reported to the Employer prior to the completion of the employee's shift or at the first available opportunity. Said injury shall be readily ascertainable and of such a nature to prevent the employee from engaging in the duties in their employment. Suppression employees shall receive benefits as stated above for a period of 1248 hours for a five (5) year period from the initial date of medical treatment for the injury. Non-Suppression employees shall receive benefits as stated above for a period of 1040 hours for a five (5) year period from the initial date of medical treatment for the injury. Any employee transferring between suppression and non-suppression shall have this benefit adjusted and prorated up or down based on a factor of 1.2. The Employer reserves the right to subrogate against the employee for any payment made by a third party or uninsured/underinsured coverage. Such amount shall not be reduced by attorney fees or partial settlement. Said period shall begin on the date the claim is filed. Said employee shall provide medical certification of the disablement before entitlement. The Finance Director shall be charged with the compliance of the provisions of this regulation.

Section 2. Benefit Period. Upon the exhaustion of the period 1248 hours or 1040 hours or five (5) year period, whichever is sooner, as stated in Section 28.1, the employee shall have the option to use accrued sick leave, or of relying solely upon workers' compensation weekly benefits. Should the employee retire under the disability provisions of the PFPDF, such sick days shall be reinstated for the purposes of severance as provided in this Agreement. Should the employee rely solely upon workers' compensation weekly benefits, or upon the exhaustion of any accrued sick leave, the employee's continuous service and seniority shall continue. In the case where an employee receives workers' compensation and sick leave pay, the weekly wage paid by workers' compensation shall be paid back by the employee to the Employer.

Section 3. Workers Compensation. On-duty injuries shall be handled in accordance with the present rules and regulations set up under the Ohio Workers' Compensation Law and provisions of the PFPDF. All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report on a form furnished by the Employer. No matter how slight the incident, all such injuries should be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged by the Employer. The Employer shall provide assistance to employees in filling out all necessary forms when requested with copies of accident and physician reports attached.

Section 4. Workers Compensation Representation. If an employee claimant, or the employee's designated employee representative, is scheduled to work on a date when (1) a workers' compensation hearing or appeal is scheduled to be heard or (2) the employee's presence is required before the Bureau of Workers' Compensation or Industrial Commission for the filing or processing of any claim needed to satisfy a time limit as prescribed by law and the employee is unable to change either the date of such hearing or the time limit, the employee or the employee's representative shall be released from duty to perform same without loss of pay, provided the employee has made reasonable effort to reschedule such action off duty. This provision shall not include any appeal filed by the employee or the employee's representative in a court of law beyond the Ohio Industrial Commission.

ARTICLE 34 UNION LEAVE/REPRESENTATION

Section 1. Union Duties. The Employer agrees that the elected officers of the Union and/or duly appointed representatives and committee members, shall be granted time off from duty hours, when necessary and without loss of pay, for the purpose of fulfilling their Union representation duties, which shall be defined as necessary meetings with the Employer for matters which may require discussion and consultation by both parties. Such matters shall include negotiations, workers' compensation, pension, work rules, discussion with the Employer to attempt to resolve possible grievances and any other meetings which are mutually set by the Employer and the Union. However, under no conditions shall more than two (2) Union representatives be excused from their regular shift at any one time and/or be paid for attending meetings in accordance with the above.

Section 2. Union Access. Accredited IAFF or OAPFF representative(s) may have access to the class room at reasonable times during working hours to consult with Union representatives, provided prior notification is given to the Chief of Fire, who upon such notification shall so advise the Union representatives' immediate supervisor. A list of accredited representatives will be furnished to the Chief of Fire each year or as changes take place.

Section 3. Elections. Whenever a polling of Union members is necessary, the Union shall be permitted use of available areas within all fire stations as necessary and materials to conduct same.

Section 4. Union Leave. The Union President or designees, not to exceed three (3) representatives in total, shall be granted a total of one hundred sixty-eight (168) hours leave per calendar year for transacting Union business, such as district, state or international meetings, classes, conventions, seminars; or the performance of a state or international held office or position. Union leave may be used for other purposes not defined above, provided such use does not create an overtime call-in. Union officers needing such leave shall notify the Chief of Fire at least five (5) calendar days in advance of the date requested, and will submit a written request for same. The Chief of Fire may waive the five (5) day notice. The granting of such leave shall be subject to the operational needs of the Department. Unused Union leave balances shall be carried over from calendar year to calendar year.

For one IAFF and one OAPFF convention each year, a maximum of two (2) members will be entitled to take leave under this section, without regard to staffing levels. The union shall provide the chief a union time request form at least ten (10) calendar days in advance of the date of such leave. Such leave taken under this paragraph shall count towards the maximum leave which can be taken as provided in the preceding paragraph.

Section 5. Bulletin Board. The Employer shall furnish a locking bulletin board in an available area of all fire stations for use by the Union and the Employer, which may be used for the following notices: recreational and social affairs of the Union; Union meeting notices; Union nominations and elections; reports of the Union committees and/or officers; rulings of policies of the international union, or local union; rulings or mandatory notices of the State Employment Relations Board or other related state or federal entity; and, communications between the Employer and the Union, IAFF and/or OAPFF. Notices or announcements shall not contain anything political nor anything reflecting upon the Employer or any of its employees, or any labor organization among its employees. If the Employer finds this article being violated, the Employer shall request the Union to immediately remove such notices. If violations of this article continue, the Employer reserves the right to cancel the provisions of this section.

Section 6 Union Logo. The logo of the IAFF shall be displayed on all department vehicles operated by Bargaining Unit personnel. Current twelve (12) inch decals shall remain in place. Upon agreement between the Union and the City that the twelve (12) inch decals must be removed due to their poor condition, they shall be replaced with decals of the four (4) inch size, to be placed in the lower left hand (driver side) corner of the front windshield.

ARTICLE 35
JURY DUTY LEAVE

Section 1. Jury Duty. Employees shall receive paid jury duty leave if such jury duty occurs during the employee's normal working hours. Any compensation for jury duty need not be remitted to the Employer.

Section 2. Return to Duty. Where there is less than one (1) hour of work time remaining on an employee's scheduled work day, the employee need not report back to work when released from jury duty.

ARTICLE 36
MILITARY LEAVE

Section 1. Preemption. This Article is intended to preempt Ohio Revised Code 5923.05.-

Section 2. Training. An employee who is a member of any United States Military Reserve or National Guard unit and is required to engage in annual training exercises, shall be paid the difference between the employee's regular wages and the compensation from the military unit for up to one hundred ninety two (192) hours per year. Additional time may be granted subject to prior approval by the Director of Public Safety. If such leave is granted, the Employer shall only be obligated to pay the difference between the employee's military pay and the employee's regular pay.-

Section 3. Active Duty. An employee who is a member of any United States Military Reserve or National Guard unit and is called to active duty shall receive the difference between the employee's regular wages and the compensation from the military unit for up to one hundred ninety two (192) hours per year. The City shall continue medical benefits for any of the employee's dependents for six (6) months if the employee is called to active duty.

ARTICLE 37
BEREAVEMENT LEAVE

Section 1. Bereavement Leave. An employee may be off work with pay up to a maximum of two (2) workdays for the death of the employee's mother-in-law, father-in-law, grandparents, spousal grandparents, step-parent, grandchildren, brother, or sister. For the death of a spouse, parent, child, stepchild, or foster child who lives in the home, the maximum shall be four (4) workdays of leave. The maximum leave to be taken for the death of a brother-in-law, sister-in-law, aunt, uncle, or first cousin shall be one (1) workday. Bereavement leave shall be used without reduction in sick leave.

Section 2. Usage/Eligibility Restrictions. In order to receive payment for bereavement leave, the employee must have been scheduled for work on the date or dates for which the employee requests payment. If more than one (1) day is claimed (up to the maximum allowed), the time must be continuous and occur within and/or include the date of the funeral. The Director of Public Safety may authorize additional sick leave for an out-of-state funeral or time-off without pay for the employee to attend the funeral of a close friend or relative not defined above.

ARTICLE 38
SEVERANCE AND RETIREMENT BENEFITS

Section 1. City Severance. All Bargaining Unit members shall be granted severance pay upon retirement. "Retirement," as used in this section, is defined as a break in service with the Employer; the employee has met the criteria of the PFPDF for retirement; and, the employee is eligible to receive retirement benefits at the time of the break in service. The amount of allowable days of severance pay shall be computed as follows: seventeen and three tenths (17.30) hours pay per completed year of service with the City of Barberton shall be granted, plus the employee's accumulated sick leave maximum at the time of retirement. In no event shall more than nine hundred (900) hours of accumulated sick leave be allowed in computed severance pay of an employee. The total of these two (2) figures shall represent the total amount of hours that an employee is entitled to for the purpose of computing severance pay. The maximum number of hours that may be granted to an employee as severance pay shall not exceed fourteen hundred and six (1406) hours.

The total dollar amount of severance pay shall be computed by using the following equation:

Firefighters

	Severance Hours	
+	Sick Leave Hours*	
	<hr/>	
	Total Hours Payable	
x	Step 9 Firefighter Hourly Rate (2496)	
	<hr/>	
	Total Severance Payable	

Lieutenants and Captains

	Severance Hours
+	Sick Leave Hours*
	<hr/>
	Total Hours Payable
x	Step 9 Hourly Rate (2496)
	<hr/>
	Total Severance Payable

Additionally, The City shall pay one dollar per hour (\$1.00) for all remaining accumulated sick time not used in the severance calculation.

Section 2. Severance at Death. In case of the death of an employee, which death occurs during that employee's tenure, the employee's spouse, or if no spouse the employee's estate, shall receive an amount of money equal to that amount which the employee would have received had the employee retired on the date of said employee's death and had the employee retired under the PFPDF. Said amount of money shall be computed in the same manner as severance pay is computed for an employee retiring under a recognized retirement system. All limitations that would apply to an employee eligible for severance pay will be applicable in determining the amount to be paid to the employee's surviving spouse or to the employee's estate should there be no surviving spouse.

Section 3. One Time Benefit. Severance pay shall be allowed to the same employee only once. Should an employee retire and receive severance pay, and then be reemployed by the Employer, that employee shall not again be eligible for another severance pay when that employee retires. Further, the re-employed employee's spouse or estate shall not be entitled to any amount of money as provided in this article should that employee die while employed by the Employer. Severance pay shall not be granted to an employee that is fired or that voluntarily terminates employment with the Employer.

Section 4. Severance Payment Due Date. Severance pay shall be paid by the Finance Director on the date that the employee's retirement becomes effective, provided that the employee notifies the Finance Director at least ten (10) days prior to that date.

ARTICLE 39
MINIMUM MANNING

Section 1. At no time shall the shift be staffed with less than nine (9) personnel on duty.-

ARTICLE 40
MISCELLANEOUS PRIVILEGES

Section 1. Employer Provided Conveniences. All privileges and household conveniences, as illustrated herein and presently provided by the Employer, shall be maintained for as long as the present work hours are in effect. They include the following: food storage and preparation facilities; cooking utensils; recreation and exercise areas; linen cleaning service and bedding; and, use of garage facilities when available at times prescribed by the Employer. At the discretion of the Shift Commander, an employee may use a vehicle for minor personal errands within the City limits.

Section 2. Union Provided Conveniences. The conveniences currently provided by the Union shall be permitted to continue for as long as the present work hours are in effect. They are as follows: radios and televisions in all station recreation areas; a television in the watch office at #1 station; delivery of newspapers and other publications to all stations; and, maintenance of non-fitness program athletic equipment.

Section 3. Phone Service. The use of Employer owned phone service shall be granted to all Bargaining Unit personnel for the placing and receiving of local non-toll personal phone calls. The Employer reserves the right to discontinue the use of phones if they find this privilege being abused or used for commercial purposes. Placement of toll calls that are unauthorized by the Employer may subject the employee to appropriate disciplinary action.

ARTICLE 41
WAIVER IN CASE OF EMERGENCY

Section 1. Disasters. In cases of circumstances beyond the control of the Employer, such as acts of God, riot, flood, civil disorder and other similar acts which require a declaration of emergency by the Mayor, the Union agrees that the Employer reserves the right during any such emergency to assign employees to work duties without regard to provisions of this Agreement.

ARTICLE 42
DURATION

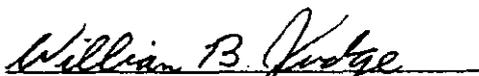
Section 1. Term. This Agreement shall be effective from January 1, 2014, to and including December 31, 2016, and shall continue on a year-to-year basis thereafter unless within one hundred and twenty (120) days prior to the termination date, if either party desires to renegotiate or terminate the Agreement. The covenants and Agreements herein contained shall bind and ensure the benefits thereof to the parties and their representatives, successors and assigns.

SIGNATURE PAGE

In Witness Whereof, the City of Barberton has caused this Agreement to be executed by its Mayor and Director of Public Safety, and the Union, IAFF Local 329, AFL-CIO, CLC, which has caused this Agreement to be executed by its President and Vice President this 6th day of February 2014, pursuant to the authority granted by the Council of the City of Barberton, Ohio.

FOR THE CITY OF BARBERTON

FOR IAFF, LOCAL 329



William Judge, Mayor



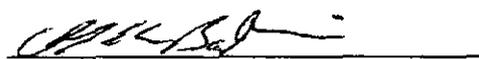
Rick Schwenning, IAFF President



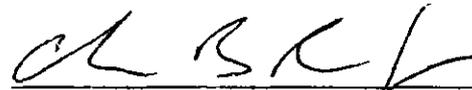
Michael Kimble, Director of Public Safety



Mike Beckman, IAFF Vice-President

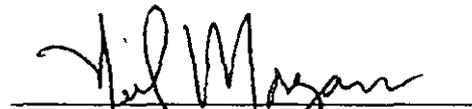


Kim Baldwin, Fire Chief

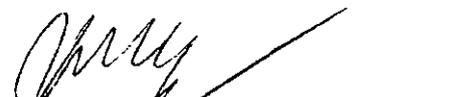


Chuck Prager, IAFF Treasurer

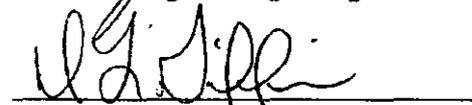
Negotiator



Neil Morgan, IAFF Secretary



Howard Prager, Bargaining Team



Derek Griffin, Bargaining Team

APPROVED AS TO FORM



David Semivan, Bargaining Team

Lisa Miller, Director of Law



Bill Hogg, Bargaining Team

**Appendix A
Wage Schedule**

Non-Suppression Personnel			2013	Current	2014	2%	2015	2%	2016	2%
Rank/Classificat	Step		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
FF/EMT	1	Entry	\$16.47	\$34,263.84	\$16.80	\$34,942.75	\$17.14	\$35,641.61	\$17.48	\$36,354.44
FF/EMT	2	After 1 yr. FT	\$18.09	\$37,637.18	\$18.45	\$38,379.74	\$18.82	\$39,147.34	\$19.20	\$39,930.29
FF/EMT	3	After 2 yr. FT	\$19.76	\$41,095.39	\$20.16	\$41,922.82	\$20.56	\$42,761.27	\$20.97	\$43,616.50
FF/EMT	4	After 3 yr. FT	\$21.40	\$44,511.17	\$21.83	\$45,402.24	\$22.26	\$46,310.28	\$22.71	\$47,236.49
FF/EMT	5	After 4 yr. FT	\$23.06	\$47,969.38	\$23.52	\$48,924.10	\$23.99	\$49,902.58	\$24.47	\$50,900.63
FF/EMT	6	After 5 yr. FT	\$26.93	\$56,010.24	\$27.47	\$57,134.69	\$28.02	\$58,277.38	\$28.58	\$59,442.93
FF/EMT	7	After 10 yr. FT	\$27.03	\$56,222.40	\$27.57	\$57,346.85	\$28.12	\$58,493.78	\$28.68	\$59,663.66
FF/EMT	8	After 15 yr. FT	\$27.19	\$56,561.86	\$27.73	\$57,686.30	\$28.29	\$58,840.03	\$28.85	\$60,016.83
FF/EMT	9	After 20 yr. FT	\$27.34	\$56,858.88	\$27.89	\$58,004.54	\$28.44	\$59,164.63	\$29.01	\$60,347.93
LIEUTENANT	6	After 5 yr. FT	\$30.67	\$63,796.51	\$31.28	\$65,069.47	\$31.91	\$66,370.86	\$32.55	\$67,698.28
LIEUTENANT	7	After 10 yr. FT	\$30.76	\$63,987.46	\$31.38	\$65,260.42	\$32.00	\$66,565.62	\$32.64	\$67,896.94
LIEUTENANT	8	After 15 yr. FT	\$30.92	\$64,305.70	\$31.54	\$65,599.87	\$32.17	\$66,911.87	\$32.81	\$68,250.11
LIEUTENANT	9	After 20 yr. FT	\$31.10	\$64,687.58	\$31.72	\$65,981.76	\$32.36	\$67,301.40	\$33.00	\$68,647.42
CAPTAIN	6	After 5 yr. FT	\$34.95	\$72,686.02	\$35.65	\$74,149.92	\$36.36	\$75,632.92	\$37.09	\$77,145.58
CAPTAIN	7	After 10 yr. FT	\$35.05	\$72,898.18	\$35.75	\$74,362.08	\$36.47	\$75,849.32	\$37.20	\$77,366.31
CAPTAIN	8	After 15 yr. FT	\$35.20	\$73,216.42	\$35.90	\$74,680.32	\$36.62	\$76,173.93	\$37.35	\$77,697.40
CAPTAIN	9	After 20 yr. FT	\$35.35	\$73,534.66	\$36.06	\$74,998.56	\$36.78	\$76,498.53	\$37.51	\$78,028.50
ASSISTANT CH	6	After 5 yr. FT	\$39.81	\$82,806.05	\$40.61	\$84,460.90	\$41.42	\$86,150.11	\$42.25	\$87,873.12
ASSISTANT CH	7	After 10 yr. FT	\$39.92	\$83,039.42	\$40.72	\$84,694.27	\$41.53	\$86,388.16	\$42.36	\$88,115.92
ASSISTANT CH	8	After 15 yr. FT	\$40.06	\$83,315.23	\$40.86	\$84,991.30	\$41.68	\$86,691.12	\$42.51	\$88,424.94
ASSISTANT CH	9	After 20 yr. FT	\$40.26	\$83,739.55	\$41.07	\$85,415.62	\$41.89	\$87,123.93	\$42.72	\$88,866.41

Suppression Personnel			2013	Current	2014	2%	2015	2%	2016	2%
Rank/Classificat	Step		Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual
FF/EMT	1	Entry	\$13.72	\$34,242.62	\$13.99	\$34,930.02	\$14.27	\$35,628.62	\$14.56	\$36,341.20
FF/EMT	2	After 1 yr. FT	\$15.10	\$37,679.62	\$15.40	\$38,443.39	\$15.71	\$39,212.26	\$16.02	\$39,996.51
FF/EMT	3	After 2 yr. FT	\$16.47	\$41,116.61	\$16.80	\$41,931.30	\$17.14	\$42,769.93	\$17.48	\$43,625.33
FF/EMT	4	After 3 yr. FT	\$17.81	\$44,451.76	\$18.17	\$45,342.84	\$18.53	\$46,249.69	\$18.90	\$47,174.69
FF/EMT	5	After 4 yr. FT	\$19.21	\$47,939.67	\$19.59	\$48,907.12	\$19.99	\$49,885.27	\$20.39	\$50,882.97
FF/EMT	6	After 5 yr. FT	\$22.44	\$56,010.24	\$22.89	\$57,130.44	\$23.35	\$58,273.05	\$23.81	\$59,438.51
FF/EMT	7	After 10 yr. FT	\$22.53	\$56,239.37	\$22.98	\$57,359.58	\$23.44	\$58,506.77	\$23.91	\$59,676.90
FF/EMT	8	After 15 yr. FT	\$22.64	\$56,519.42	\$23.09	\$57,639.63	\$23.55	\$58,792.42	\$24.03	\$59,968.27
FF/EMT	9	After 20 yr. FT	\$22.79	\$56,875.85	\$23.25	\$58,021.52	\$23.71	\$59,181.95	\$24.18	\$60,365.59
LIEUTENANT	6	After 5 yr. FT	\$25.54	\$63,749.84	\$26.05	\$65,022.80	\$26.57	\$66,323.25	\$27.10	\$67,649.72
LIEUTENANT	7	After 10 yr. FT	\$25.64	\$64,004.43	\$26.15	\$65,277.39	\$26.68	\$66,582.94	\$27.21	\$67,914.60
LIEUTENANT	8	After 15 yr. FT	\$25.77	\$64,309.94	\$26.29	\$65,608.36	\$26.81	\$66,920.53	\$27.35	\$68,258.94
LIEUTENANT	9	After 20 yr. FT	\$25.92	\$64,691.83	\$26.44	\$65,990.25	\$26.97	\$67,310.05	\$27.51	\$68,656.25
CAPTAIN	6	After 5 yr. FT	\$29.13	\$72,711.48	\$29.71	\$74,162.65	\$30.31	\$75,645.90	\$30.91	\$77,158.82
CAPTAIN	7	After 10 yr. FT	\$29.19	\$72,864.23	\$29.77	\$74,315.40	\$30.37	\$75,801.71	\$30.98	\$77,317.75
CAPTAIN	8	After 15 yr. FT	\$29.33	\$73,195.20	\$29.92	\$74,671.83	\$30.51	\$76,165.27	\$31.13	\$77,688.58
CAPTAIN	9	After 20 yr. FT	\$29.48	\$73,577.09	\$30.07	\$75,053.72	\$30.67	\$76,554.80	\$31.28	\$78,085.89
ASSISTANT CH	6	After 5 yr. FT	\$33.16	\$82,767.86	\$33.82	\$84,422.71	\$34.50	\$86,111.16	\$35.19	\$87,833.38
ASSISTANT CH	7	After 10 yr. FT	\$33.24	\$82,971.53	\$33.90	\$84,626.38	\$34.58	\$86,318.91	\$35.27	\$88,045.29
ASSISTANT CH	8	After 15 yr. FT	\$33.41	\$83,378.88	\$34.08	\$85,059.19	\$34.76	\$86,760.37	\$35.45	\$88,495.58
ASSISTANT CH	9	After 20 yr. FT	\$33.54	\$83,709.85	\$34.21	\$85,390.16	\$34.90	\$87,097.96	\$35.59	\$88,839.92

APPENDIX B
VOLUNTARY AUTHORIZATION OF UNION DUES COLLECTION
ACKNOWLEDGEMENT

By: _____
Last Name First Name MI

To: City Of Barberton

I hereby acknowledge that the City of Barberton's willingness to deduct union dues from my earnings shall in no way be construed to grant me any rights under the collective bargaining Agreement between IAFF Local 329 and the City of Barberton which are not specifically and expressly applicable to me as a probationary employee.

Signature _____
Probationary Employee

Address

City, State, Zip Code

APPENDIX C
TIMELINESS EXTENSION FORM

The Employer and Union hereby waive the timeliness provisions set forth in Article 12 of the collective bargaining Agreement in regards to the grievance filed on _____ by _____.

Such waiver shall remain in effect until _____, at which time Step ___ shall be invoked or the grievance withdrawn with prejudice.

FOR THE EMPLOYER

FOR THE UNION

Date _____

Date _____

APPENDIX D
GRIEVANCE REPORT FORM

Name of Aggrieved _____ Appt. Date _____ Shift _____

PLEASE PRINT

Station Assignment _____ Supervisor at time of Incident _____

PLEASE PRINT

Union Representative _____ Date Notified _____ Time _____

PLEASE PRINT

Article & Section Numbers of Violation(s) _____

STATEMENT OF GRIEVANCE

REMEDY REQUESTED

Aggrieved Signature _____

DATE _____

STEP ONE (Chief of Fire)

Received by _____

NAME & TITLE (PLEASE PRINT)

DATE

TIME

SIGNATURE

Meeting: Yes No

MEETING DATETIME

PLACE

STEP ONE RESPONSE: _____

DATE OF RESPONSE

Step One Response Received By _____

AGGRIEVED OR UNION REP.

DATE

TIME

Step One Answer is: **Accepted** ___ **Rejected** ___ INITIALS ___ DATE ___

STEP TWO (Director of Public Safety)

Received by _____
NAME & TITLE (PLEASE PRINT) DATE TIME

Meeting: Yes _____ No _____
SIGNATURE MEETING DATE TIME PLACE

STEP TWO RESPONSE: Date of response: _____

Step Two Response Received By _____
AGGRIEVED OR UNION REP. DATE TIME

Step Two Answer is: **Accepted** ___ **Rejected** ___ INITIALS ___ DATE ___

UNION APPROVAL TO ARBITRATE

Approved _____ Not Approved _____
INITIALS DATE INITIALS
DATE

I.A.F.F. Local 329 President _____
NAME (PLEASE PRINT)

_____ SIGNATURE DATE

Aggrieved _____
NAME (PLEASE PRINT) TITLE

_____ SIGNATURE DATE

STEP THREE (Arbitrator)

Notice served for Arbitration by: _____
UNION PRESIDENT OR DESIGNEE DATE TIME

Arbitration Notice Received: _____
NAME (PLEASE PRINT) TITLE

_____ SIGNATURE DATE TIME

Aggrieved

NAME (PLEASE PRINT)

TITLE

SIGNATURE

DATE

APPENDIX E
WAIVER OF REPRESENTATIVE

I, _____ (please print name), hereby acknowledge that I have been advised of my rights as they pertain to impending disciplinary action that may be taken against me, and that I hereby execute this waiver, of my own free will absent any coercion by anyone involved.

I unqualifiedly waive my right to representation by the Union and will hold them harmless and without responsibility to any resultant action that may or may not result from my decision to secure outside legal counsel or in representing myself before the Employer in this action.

Signature

Signed this _____ day of _____, 20__.

Witnessed By:

APPENDIX F

AUTHORIZED UNIFORMS

Class B Uniform: Class B pants shall be navy blue Nomex by Workrite (402NMX-75-NB) or Flying Cross (98200). Class B shirts shall be Workrite (700NMX-45-NB) or Flying Cross (9800). They shall have the Barberton Fire Department patch on the left shoulder and an optional 911 Remembrance patch on the right shoulder. Appropriate badge and name tag shall be on the shirt, Officers shall have appropriate insignias on epaulet.

Pants: Navy blue Nomex pants by Workrite or Flying Cross shall be worn at all times, except with Class A Uniform.

T-Shirts: T-Shirts shall be navy blue with optional pocket and made of no less than 99% cotton. Barberton Fire Department insignia shall be on left chest and Barberton Fire shall be printed on back with outline lettering (no solid lettering).

Polo Shirts: Polo shirts shall be navy blue by Outer Banks (OB14 w/pocket or OB11 no pocket), Flying Cross with optional pocket and made of no less than 99% cotton or 5.11 Professional Polo-product ID #41060, short sleeve, navy blue 100% cotton, and Tactical polo-product ID #71048, short sleeve with shoulder Mic pocket, navy blue, 100% cotton. Barberton Fire Department red insignia shall be embroidered on left chest, Rank and last name shall be embroidered in red on right chest.

Sweatshirts: Sweatshirts shall be navy blue, crew neck style or ¼ zipper and made of no less than 80% cotton. Barberton Fire Department insignia shall be on left chest and Barberton Fire shall be printed on back with outline lettering (no solid lettering).

Class A Uniform: White uniform shirt, by Elbeco or Flying Cross with Barberton Fire Department/EMS patch on left sleeve, metal badge on left chest and name tag on right chest. Officers shall have appropriate insignias on epaulets.

Dress blouse shall be navy blue by Fechheimer Co., double breast style (#38802) with Barberton Fire Department patch on both shoulders, badge on left chest and name tag on right chest, gold buttons for officers, silver buttons for Firefighters, matching trousers (#38200), black dress shoes.

Dress Cap shall be by Hankin Co., Firefighters shall be round navy blue fire hat w/black braid band, Officers shall be round white fire hat w/gold stretch cap strap. Hat Badge shall be Blackington-B486; FF-rhodium, Officers-gold. Red enamel seal; FF-A6991, Lt.-A6987, Capt.-A6983.

Baseball Cap: Navy blue by Bayside, low profile, embroidered block lettering, red BFD with white outline

Blackington Badge #B523: FF-rhodium with seal #A6989 red enamel, Lt.-gold with seal #A6985 red enamel, Capt.-gold with seal #A6981 red enamel.

Name Tag: Reeves #500, FF-polished silver, Officer-polished gold. Name tags will have your rank and last name.

Shoes: All black leather, polishable, uniform type shoes or uniform type boots will be worn at all times while on duty. No mesh or leather/ mesh combination athletic shoes of any kind are permitted except while exercising.

APPENDIX G
FIREPAC AUTHORIZATION CARD

OHIO FIREPAC CHECK-OFF AUTHORIZATION CARD

I support the OAPFF Legislative Agenda.
Following is my contribution:

- \$4 Per Week (\$_____ per pay)
Sport Shirt: M L XL 2XL
(Please select size.)
- \$2 - \$4 Per Week (\$_____ per pay)
- \$1 - \$2 Per Week (\$_____ per pay)
- 50 ¢ - \$1 Per Week (\$_____ per pay)
- I would like to make a one time
contribution of \$_____.

I hereby authorize my employer to deduct \$_____ per pay period, and
remit that amount to the OHIO FIREPAC.

NAME _____

SIGNATURE _____ DATE _____

ADDRESS _____

CITY/STATE/ZIP _____

LOCAL NAME & NUMBER: _____

Contributions to the OHIO FIREPAC are not deductible as charitable contributions for federal income tax purposes.

SIDE LETTER #1
VACATION SERVICE CREDIT

The parties agree that members of the bargaining unit as of January 1, 2011 shall not have their service credit for vacation eligibility impacted by incorporation of a "full-time" service requirement in Article 30, Section 1.

FOR THE EMPLOYER

FOR THE UNION

DATE SIGNED _____