



06/21/2021
2279-04
20-MED-08-0798
40451

A COLLECTIVE BARGAINING AGREEMENT

between

**TALLMADGE PART-TIME
FIREFIGHTERS ASSOCIATION**

and

THE CITY OF TALLMADGE, OHIO

Effective: January 1, 2021

Expires: December 31, 2023

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1. PREAMBLE

This agreement is made and entered into by the City of Tallmadge, hereinafter referred to as the Employer, and the Tallmadge part-time firefighters Association representing the part-time firefighters in the City of Tallmadge, and hereinafter referred to as the Association.

2. PURPOSE AND INTENT

In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A. To recognize the legitimate interests of the part-time firefighters to participate through collective bargaining in the determination of the terms and conditions of their employment.
- B. To promote fair and reasonable working conditions.
- C. To promote individual efficiency and service to the citizens of the City of Tallmadge.
- D. To avoid interruption or interference with the efficient operation of the Employer's business.
- E. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

3. RECOGNITION

The employer hereby recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by the State Employment Relations Act, for the part-time employees who serve in the categories outlined in Article 12 (hereinafter referred to as the part-time firefighters). All other employees of the Employer are excluded from the bargaining unit.

4. PROBATIONARY EMPLOYEE

All probationary employees shall not be entitled to coverage under the "discipline and discharge" portion of this agreement. The probationary period shall be for the twelve (12) month period following the hiring of new employees. However, a new employee's probationary period can be extended for an additional twelve (12) months, or for a total of two (2) years, in any situation in which the probationary employee receives an unfavorable written evaluation from the Fire Chief or his designee, prior to the conclusion of his initial twelve (12) month probationary period.

New hires may complete a 90-day orientation and during that period will be scheduled at the discretion of the Chief. After completing 60 days of the orientation period, the Chief will determine if the new hire may sign up for shifts on the regular sign-up schedule for shifts starting the 1st day of the month following their 90-day orientation. If not released to sign up for shifts, the new hire will meet with the Chief to discuss his concerns and outline a plan of action so the new hire can be released to sign up for regular shifts.

5. MANAGEMENT RIGHTS

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

- A. Hire, discharge, transfer, suspend and discipline the part-time firefighters for just cause;
- B. Determine the number of persons required to be employed, laid off or discharged for just cause;
- C. Determine the qualifications of the part-time firefighters covered by this agreement;
- D. Determine the starting and quitting time and the number of hours to be worked by the part-time firefighters;
- E. Make any and all reasonable rules and regulations;
- F. Determine the work assignments of the part-time firefighters;
- G. Determine the basis for selection, retention and promotion of employees to or for positions that are not within the bargaining unit established by this agreement;
- H. Determine the type of equipment used and the sequence of work processes;
- I. Determine the making of technological alterations by revising either process or equipment, or both;
- J. Determine work standards and the quality and quantity of work to be produced;
- K. Select and locate buildings and other facilities;
- L. Establish, expand transfer and/or consolidate work processes and facilities;

M. Consolidate, merge or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes or work;

N. Terminate or eliminate all or any part of its work or facilities.

In addition, the Association agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and specifically abridged, deleted, granted or modified by the express and specific written provisions of the agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the Grievance Procedure herein contained.

6. NO STRIKE/LOCKOUT

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

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

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

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

The Employer agrees that it will not lockout the part-time firefighters, nor do anything else to interrupt or prevent continuity of service by members of the bargaining unit.

7. HIRING AND PROMOTION

New applicants who seek employment as a part-time firefighter shall complete the appropriate written application and submit it to the Tallmadge Civil Service Commission. All tests shall be administered by the Tallmadge Civil Service Commission, which shall calculate the results from these tests and shall forward them to the Fire Chief, who shall in all cases make the final selection.

In filling the position of Full-Time Firefighter, members of the Association shall be preferred, all qualifications being equal. All promotions shall be filled in as expeditious a manner as possible.

8. CERTIFICATION LEVEL

For use in this agreement, all part-time firefighters shall be classified as to their level of certification as follows:

- A. Emergency Medical Technician (EMT): A part-time member of the Tallmadge Fire Department certified by the State of Ohio as an Emergency Medical Technician (EMT) or Advanced Emergency Medical Technician (AEMT) and certified by the State of Ohio as Firefighter I or II.
- B. Paramedic: A part-time member of the Tallmadge Fire Department certified by the State of Ohio as an Paramedic and certified by the State of Ohio as Firefighter I or II.

9. CERTIFICATION RESPONSIBILITY

In order to maintain proficiency within the Fire Department it is incumbent upon all members to keep all certifications current. Therefore, all members shall be required to provide the Fire Chief's office with proof of each certification they possess. Additionally, they shall provide proof of each subsequent re-certification prior to the original expiring.

10. WORK PERIOD

The part-time firefighters shall be required to work as follows:

The work period for the part-time firefighters shall be defined as a seven (7) day, 53-hour period, consistent with the Fair Labor Standards Act. For the purposes of this agreement the following shall also apply:

- A. With the exception of those described in C, below, each part-time firefighter shall be required to sign up and work for seven (7), six-hour shifts each month if a shift is available.

1. Each day of the month shall be broken up into four (4) consecutive six-hour shifts with the first beginning at midnight. The manner and priority of sign up shall be determined by the Tallmadge Firefighters' Association. Part-time firefighters may sign-up for the six-hour work shifts as they choose, i.e., consecutive, separate, on weekends, on certain time slots, etc. However, a part-time firefighter shall not work more than three (3), six-hour, midnight (0000) to 0600 shifts in any calendar month.
 - a. Example 1: If an employee scheduled and worked two, six-hour, midnight shifts in July, he or she could only schedule and work one more of these six-hour, midnight shifts in July.
 - b. Example 2: If an employee scheduled and worked two, contiguous, uninterrupted six-hour shifts that included the 0000-0600 shift—that is, twelve continuous hours (e.g., 1800-0600 or 0000-1200)—this would not count as one of the employee's three, six-hour, midnight shifts in the month.
 - c. Example 3: If an employee was scheduled to work a six-hour, midnight shift but worked over (less than six hours over), or was asked to come in early (less than six hours early), this scheduled shift would count as one of the employee's three, six-hour, midnight shifts in the month.
 - d. Example 4: If the employee was scheduled for a six-hour, midnight shift but ended up working twelve or more hours that included the 0000-0600 shift, it would not count as one of the employee's three, six-hour, midnight shifts in the month.
2. However, all sign ups must be completed at least five (5) days prior to the beginning of the next month. In the event that any six-hour shifts are not covered by a part-time firefighter, at least five (5) days prior to the beginning of the month, and there are part-time firefighters who have not signed up for a minimum of seven (7) six-hour shifts, the Administration may randomly assign those part-time firefighters who have not signed up for the requisite number of shifts, to cover shifts for which no part-time firefighter has not signed up for his or her seven (7) shift minimum.
3. A shift is considered worked when the firefighter works a minimum of 5 consecutive hours of the scheduled 6-hour shift.
4. Any part-time firefighter not working the required 7 shifts may be subject to progressive discipline, unless such absence is for just cause or excused (FMLA, illness, injury, etc.).
5. Part-time firefighters shall be permitted one day off per calendar year that reduces to six (6) the minimum required number of shifts for the month in which the day off is scheduled. This day off must be requested and scheduled no less than one week in advance and does not require "just cause or excused" as described in (A)(4) above.

- B. During those times when there are time changes for Day Light Savings Time or Standard Time, part-time firefighters shall work the hours required to fill a shift as determined by the Fire Chief. The individuals shall be paid for the actual hours worked.
- C. Part time members detailed to special assignments may be required to work a minimum of 42 hours per month, are not required to work a minimum of seven (7) shifts per month, and are exempt from the requirements of section A, above.
 - 1. Part time members detailed to special assignments have the ability to fill any shifts in the schedule that any other part-time firefighter with the same certifications may fill.
 - 2. Part time members detailed to special assignments may be used for response during their duty time at the discretion of the Battalion Chief or acting supervisor.
 - 3. All special assignments shall be made at the sole discretion of the Fire Chief or his designee.

11. ASSOCIATION ACTIVITIES

Regular Association meeting will be held on the 4th Monday of each month and may be held at Fire Station 1 at the discretion of the Association President, without fee, at a time determined and communicated to the Fire Chief at least one week prior to the meeting. The City will make a concerted effort to avoid scheduling training sessions that conflict with the pre-scheduled association meeting.

There is hereby established a pooled fund of twenty-four (24) hours paid time which shall be allocated each calendar year for members of the Executive Committee of this bargaining Unit. Such pay shall be submitted within the payroll period in which it was earned and may not be carried over from one year to another. It shall be used only for those issues designated as "Union Business" by the Bargaining Unit. Once the fund is completely exhausted, there will be no further payment by the City of Tallmadge for Union Business.

12. WAGES AND OTHER COMPENSATION

- A. Effective January 1, 2021 the bargaining unit members shall receive hourly wages according to the following table for all assigned duties in the following job classification based on their current highest pay rate in the previous year:

	<u>2020*</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>
		3.0%	2.50%	2.75%
Ohio Certified Firefighter EMT	\$20.70	\$21.32	\$21.85	\$22.45
Ohio Certified Firefighter Paramedic	\$22.86	\$23.55	\$24.14	\$24.80

* Included for reference only.

- B. In addition, the Employer and Association agree that:
1. When the part-time firefighters are called out for emergency duties, they shall be paid a minimum of two (2) hours per call out.
 2. Total time worked, if over two (2) hours, shall be calculated to the next nearest quarter hour.
- C. A part-time member assigned by the Chief as the EMS Quality Assurance Officer will be paid an additional 5% over that of a Paramedic for any hours worked that do not qualify as overtime.

13. SERVICE PAY AND WORK INCENTIVE

A. Service Pay

1. Each member of the Association shall be entitled to an hourly wage increase in the following amounts after completion of service with the City for the following periods of time:
 - a. For at least five (5), but less than ten (10) years of service when completed, an increase in hourly wage of \$0.42 over that which is set in Article 11.
 - b. For at least ten (10), but less than fifteen (15) years of service when completed, an increase in hourly wage of \$0.63 over that which is set in Article 11.
 - c. For at least fifteen (15), but less than twenty (20) years of service when completed, an increase in hourly wage of \$0.84 over that which is set in Article 11.

- d. For at least twenty (20) or more years of service when completed, an increase in hourly wage of \$1.05 over that which is set in Article 11.

B. Work Incentive

1. Any employee who works more than seven (7) shifts during a calendar month shall be paid a bonus of \$20 per shift over the 7 required shifts. A shift is defined as a work period in which the firefighter works a minimum of five (5) consecutive hours of his scheduled 6 hour shift. Hours worked prior to or beyond the scheduled shift cannot be accumulated to create a shift bonus.
2. If the Fire Chief chooses to utilize a firefighter for details such as fire prevention or computer data entry beyond the required seven (7) shifts per four week period, the firefighter shall earn one (1) bonus shift for every six (6) hours worked on such assignment. Additional assignments for stand-by at fireworks or driving a truck at a parade shall not be recognized for these purposes. The Fire Chief shall be the sole determinate of the recognition of these hours. His determination shall not be subject to appeal nor arbitration.

- C.** During the term of this agreement, bargaining unit members shall be provided family Recreation Center membership on the same terms provided to all other City bargaining units.

14. OVERTIME COMPENSATION

Any approved work performed by a member of the Association in excess of that member's allowable limits, with the standard work period consisting of fifty-three (53) hours in a one-week period (00:00 Sunday through 23:59 Saturday), shall be paid in accordance with the Fair Labor Standards Act. "One week" is defined as the period of time starting 12:00 am Sunday and ending 11:59 pm Saturday.

15. HOLIDAY BENEFITS

- A.** A part-time firefighter of the Association who has been an employee in excess of thirty (30) calendar days shall be entitled to holiday benefits for those holidays listed below:

1. New Year's Day
2. Easter Sunday
3. Memorial Day
4. Independence Day (July 4th)
5. Thanksgiving Day
6. Christmas Day
7. Labor Day

8. Christmas Eve, from 12:00 A.M. until 12 midnight
 9. New Year's Eve, from 12:00 A.M. until 12 midnight
- B. In the event eligible part-time firefighters work on any day listed above as a traditional holiday, they shall be paid at their regular rate of pay plus half time.
- C. The City will include "regular rate of pay plus half time" for those hours worked on Christmas Eve and New Year's Eve between the hours of 12:00 A.M. until 12:00 Midnight.

16. UNIFORMS

The part-time firefighters, who have completed a full year of service defined as at least five hundred (500) hours worked in the year prior to the calculation of the uniform maintenance allowance, shall be entitled to a uniform maintenance allowance, irrespective of the type of assignments for which they are scheduled, for the purpose of purchasing items approved by the Administration.

- A. The amount of uniform maintenance allowance to be paid to each member of the bargaining unit after working a full year as defined above shall be five hundred dollars (\$500.00) annually. The uniform allowance shall be paid by check, on the pay period that includes March 15th. Unless otherwise agreed upon by both the Association and the City, any uniform changes required by the Chief shall be made only within the thirty (30) days prior to the issuance of the of the uniform allowance check each year.
- B. Each part-time firefighter shall be entitled to a uniform maintenance allowance annually subject to the following terms and conditions:
1. That such uniform maintenance allowance period shall be computed from January 1st to December 31st of each year.
 2. That any new member hired into the bargaining unit shall be provided by the City the following uniform items:
 - a. One (1) job shirt
 - b. One (1) trouser belt (black)
 - c. Two (2) short sleeved work shirts
 - d. Two (2) work trousers
 - e. Two (2) uniform work t-shirts
 - f. One (1) EMS jacket
 3. In their second calendar year of employment, the employee shall not be required to meet the full year service requirement. Their second year allowance shall be prorated according to the month in which they were hired in the first year.

4. All members shall purchase a Class “A” dress uniform before July 1ST of the fourth year following their hire date. The details and requirements of all uniforms shall be issued by the Fire Chief.
5. Under no circumstances will an employee be granted more than one uniform allowance in any year.
6. Any firefighter who is on an approved leave of absence unable to work due to extended illness or injury shall receive a prorated portion of the Uniform Allowance based on the months they were available to work and has averaged 42 hours per month for those months worked. However, any firefighter who is on an approved leave of absence and who has fulfilled the 500-hour requirement for the calendar year shall receive the entire benefit.
7. All uniform items provided by the City and that include a Tallmadge Fire Department patch, emblem or logo shall be immediately returned to the Fire Chief upon request or upon separation from City Employment.

17. INSURANCE COVERAGE

The part-time firefighters shall be included under the liability insurance policies carried and paid for by the employer as well as worker’s compensation insurance coverage, errors and omissions insurance, and death and disability insurance. The part-time firefighters receive no benefits other than those described above or elsewhere in this agreement.

18. MILITARY DUTY

Any member of the bargaining unit who is called to military service shall be reinstated as a member of the Fire Department upon application within ninety (90) days of his release from active duty. They shall retain their previous rank and seniority in the Fire Department.

19. PAYROLL PERIOD

The payroll period shall be defined as one calendar month. Payroll sheets must be submitted to the Fire Chief eleven (11) days prior to the pay date which is the 15th of each month. Each year a Payroll Period Schedule shall be posted for the entire year.

20. DUES AND DEDUCTIONS

- A. During the term of this agreement, the Employer will deduct current consistent dues for the Tallmadge Part-Time Firefighters Association provided that the time of such deduction, there is in the possession of the Employer a current, written and signed authorization for the deduction of dues from the employee, all subject to State and Federal laws.

- B. Previously signed and un-revoked authorizations shall continue to be effective until revoked in writing,
- C. Dues deductions shall be made at least on a monthly basis, and paid to the Tallmadge Part-Time Firefighters Association, with the Employer providing a list of those employees for whom dues deductions have been made.
- D. The Tallmadge Part-Time Firefighters Association shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that arise out of by reason of action taken or not taken by the Employer for purposes of complying with any of the provisions of this Article.

21. TRAINING REIMBURSEMENT

- A. Training costs including tuition, lodging, meals, and mileage shall be governed by the City policies that presently exist for nonunion employees and as updated from time to time.
- B. All training must be approved in advance in writing by the Fire Chief.

22. LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of up to three (3) Association Representatives, and up to three (3) Employer Representatives.

Upon mutual agreement, the committee shall meet at the request of either party, to discuss matters of mutual concern, excluding issues subject to the Grievance Procedure or topics of collective bargaining, unless the parties mutually agree to discuss these issues.

The Committee shall have the authority to make recommendations to the Association and the Employer. All policy changes to be made according to Articles 24 and 25 of this contract require a majority agreement to become effective.

While these meetings may be held during a regularly scheduled work shift when a member is being paid, service on this committee will be without pay, except that the twenty-four (24) hours granted under Article 11 of this contract may be used to attend a Labor-Management Committee meeting.

The Fire Chief shall be notified of the names of the members of the Board of the Tallmadge Part-time Firefighters Association every calendar year no later than February 1 and immediately upon any change in the members of the Board.

23. NON-DISCRIMINATION

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

24. DISCIPLINE AND DISCHARGE

SECTION 1 - RIGHTS

- A. Other than probationary employees, members of the bargaining unit shall have all rights and privileges under this Article.
- B. No non-probationary part-time firefighter shall be reduced in pay or position, suspended, removed or reprimanded except for just cause.
- C. In addition to the Employee who is being disciplined, the Association shall also receive a copy of all disciplinary notices immediately upon issuance through the mailbox and via the City email addresses of the Association President and Vice President. Failure to receive such a notice is the sole responsibility of the Union.
- D. The Chief shall conduct an interview concerning any discipline issued with the individual who is the subject of the discipline, upon the request of that individual.

SECTION 2 - DEPARTMENTAL HEARINGS

- A. Prior to any departmental hearing of a part-time firefighter, he will receive from the Fire Chief or his designee, a written statement of all charges and specifications. At the hearing, the part-time firefighter who is the charged party will be allowed to be represented and will be allowed to call witnesses material to his defense. The charged party shall have the opportunity to confront and cross-examine his accuser. For any alleged offense for which suspension or dismissal is contemplated, the part-time firefighter has the right to a hearing with representation.
- B. The charged party or his representative may make a written request for a continuance. Such request will be granted where practical. The length of such continuance shall be mutually agreed upon whenever possible.
- C. The City will make all good faith efforts to notify the charged party of any charges or of any decision reached as a result of a departmental hearing prior to any public statement.

SECTION 3 - PROGRESSIVE ACTION

Where appropriate, the principles of progressive disciplinary action will be followed with respect to offense, at the discretion of the City. The progression will at least include: 1) a documented oral reprimand, 2) then a written reprimand, 3) then a demotion and/or a

suspension for the same or related offense, prior to a dismissal. Should the Employer determine to invoke summary discharge, the burden of proof will be on it to show with clear and convincing evidence that the seriousness of the offense outweighed the obligation to apply the provisions of the above discipline procedure.

SECTION 4 - DURATION OF RECORDS

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

25. DRUG TESTING

- A. The City may not require an employee to submit to medical testing and psychological testing, except as provided in this Article. The City may require an employee to submit to drug or alcohol testing for pre-employment testing; in circumstances where there is a reasonable suspicion that the employee is under the influence of such substances, suffers from substance abuse, or is in violation of the City's personnel policies and procedures regarding the use of such substances; and by random selection. Except as otherwise provided by applicable law.
1. Any testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee.
 2. An employee refusing to undergo the required testing shall be subject to disciplinary action up to and including discharge. Upon request, an employee shall be entitled to the presence of an Association Representative before testing is administered.
 3. Random drug and alcohol testing will be conducted by submitting all bargaining unit members' names to a random selection system. The random selection system provides an equal chance for each employee to be selected each time random selection occurs. Random selections will be reasonably spread throughout the year. Random selection, by its very nature, may result in an employee being

- selected in successive selections or more than once a calendar year. Alternatively, some employees may not be selected in a calendar year.
4. Any alternate testing undertaken by employees within three (3) days of a positive test will be considered for any disciplinary purposes.
 5. Any positive test shall be confirmed by quantitative analysis for the classes of drugs screened positive on the initial test. All confirmatory tests shall use the gas chromatography/mass spectrophotometer (GC/MS) method of detection.
 6. Any positive test, which has been confirmed, shall result in discipline of the employee. Any discipline, which shall result from a positive test, shall be processed through the disciplinary procedure in this contract and shall include a first offense rehabilitation program. The City agrees to pay for any costs incurred by the employee for the first offense rehabilitation program which are not covered by the employee's primary employer's insurance coverage, including co-pays and insurance deductibles. In no case will the City pay for treatment beyond the first offense.
 7. Each person who tests positive for illicit drug or improper alcohol use shall be medically evaluated, counseled and treated for rehabilitation, if required. In addition, at any time an employee may voluntarily enter the first offense rehabilitation program without fear of disciplinary actions against him, at the same benefit level as described above. This program is designated to provide care and treatment for employees who are in need of rehabilitation. Details concerning treatment any employee receives, shall remain confidential and shall not be released to the public, but shall be released to the Department of Administration.
 8. When completion of such program and a retest demonstrates that the employee is no longer illegally using a controlled substance or alcohol, the employee shall be returned to his position. Such employee may be subject to frequent re-testing upon his return to his position for a period of one (1) year from the date of his return. Any employee in the above mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.
 9. Once treatment and follow-up care are completed, at the end of two years thereafter, if no additional incident occurs, the records of treatment and positive test results shall be retired to a closed medical record.
 10. All tests must be performed by laboratories certified under the Department of Health and Human Services (DHHS) "Mandatory Guidelines for Federal Workplace Drug Testing Programs" 53 FR 11970, April 11, 1988, and subsequent amendments thereto (previously termed "NIDA-Certified"). The standards include procedures for chain of custody, security, storage, processing, testing and

reporting. A list of laboratories currently certified under these regulations can be obtained, with notice, from the Human Resources Department.

11. For the purpose of implementing the provision of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the physical examinations/drug-screen testing provided for in this article. Except as otherwise provided by State or Federal Law with regard to communicable diseases, or with the permission of the employee, the releases referred to in this section shall authorize only the release of examination results and progress reports pertaining to the drug-screening test results. No other medical finding may be released without the express written permission of the employee.

26. GRIEVANCE PROCEDURE

- A. Every part-time firefighter shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person or persons of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. The Union shall designate a Chief Spokesperson on each grievance presented, who shall have full authority to resolve that grievance.
- B. For the purposes of this procedure, the below listed terms are defined as follows:
 1. GRIEVANCE – A “Grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this agreement.
 2. GRIEVANT – The “Grievant” shall be defined as a part-time firefighter or Group of part-time firefighters within the bargaining unit who actually file(s) the grievance.
 3. PARTY IN INTEREST - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the Grievant.
 4. DAYS – A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or Holidays.
- C. The following procedures shall apply to the administration of all grievances filed under this procedure:
 1. Except at Step 1, all grievances shall include:
 - a. The name and position of the Grievant;
 - b. The identity of the provisions of this agreement involved in the grievance;
 - c. The time and place where the alleged events or conditions constituting the

- grievance took place;
- d. The identity of the party responsible for causing the said grievance, if known to the Grievant; and
 - e. A general statement of the nature of the grievance and the redress sought by the Grievant.
2. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the Grievant and his representative, if any.
 3. If a grievance affects a group of part-time firefighters working in different locations, with different principals, or associated with any employer-wide controversy, it may be submitted at Step 3.
 4. The preparation of grievances shall be conducted only during non-working hours.
 5. Nothing contained herein shall be construed as limiting the right of any part-time firefighters having a grievance to discuss the matter informally with any appropriate member of the City Administration, and having said matter informally adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this agreement. In the event that any grievance is adjusted without a formal determination, pursuant to this procedure, while such adjustment shall be binding upon the Grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
 6. The Grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- D. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall be deemed denied and shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- E. This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this agreement.
- F. All grievances shall be administered in accordance with the following steps of the grievance procedure.

STEP 1

A Part-Time Employee who believes he may have a grievance shall notify the Fire Chief or his designee of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Fire Chief will schedule an informal meeting with the Part-Time Employee and his representative, if the representative's presence is

requested by the part-time firefighter, within five (5) days of the date of the notice by the part-time firefighter/Grievant. The Fire Chief, Grievant and Grievant's representative(s), if his/her presence is requested by the Grievant, will discuss the issues in dispute with the objective of resolving the matter informally.

STEP 2

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

STEP 3

If the Grievant is not satisfied with the written decision at the conclusion of STEP 2, a written appeal of the decision may be filed with the Director of Public Safety within five (5) days from the date of the rendering of the decision in STEP 2. Copies of the written decisions shall be submitted with the appeal. The Director of Public Safety or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting shall be held with the Grievant, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Director of Public Safety or his designee shall issue a written decision to the Grievant, with a copy to the Grievant's representative, if any, within fifteen (15) days of the date of the meeting. If the Grievant is not satisfied with the decision at STEP 3, either party may, within thirty (30) days after the written response of the Director of Public Safety, certify in writing to the other party its intent to submit the grievance for arbitration pursuant to the arbitration procedure herein contained.

27. ARBITRATION PROCEDURE

- A. **SELECTION:** The parties shall have five (5) working days to select an arbitrator by mutual agreement. If such agreement is not reached, a joint request shall be made to the Federal Mediation and Conciliation Service (FMCS) to submit a panel of five (5) arbitrators to both parties. The parties shall meet within five (5) working days of receipt of said list for the purpose of selecting the arbitrator by alternately striking names from the list until one (1) name remains. The last remaining name shall be the arbitrator.
- B. **HEARING TIME:** The arbitrator shall schedule a hearing within thirty (30) days at a time and place convenient to the parties.

- C. **JURISDICTION:** The arbitrator shall be expressly limited to the meaning, intent, or application of the provision of this agreement. He shall have no power to add to, detract from, or alter in any way the provisions of this agreement.
- D. **BINDING BOTH PARTIES:** The decision of the arbitrator shall be in writing and binding on both parties.
- E. **COST SHARING:** All expenses involved in the arbitration proceedings shall be equally shared between both parties. However, expenses relating to the calling of the witnesses or the obtaining of depositions or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses or deposition are required.
- F. Working days shall be defined as days that the Tallmadge City Hall is normally opened to the public.

28. LEAVE OF ABSENCE

A part-time firefighter who has completed one (1) year of continuous service with the Employer shall be entitled to a leave of absence in any five (5) year period. Such leave shall not exceed a three (3) month period of time. At no time shall more than three (3) part-time firefighters be on leave of absence at the same time. A part-time firefighter may receive more than one (1) leave of absence in any five (5) year period, or a leave of absence of greater than three (3) months duration for good cause, which shall include illness, injury or emotional distress. Under no circumstances shall the Fire Chief be required to grant a leave when three (3) part-time firefighters are already on leave of absence. At the sole discretion of the Fire Chief, any of the above restrictions may be waived.

All leaves of absence must be applied for and granted in writing. Except in cases of emergency, all leaves shall be applied for at least thirty (30) days in advance of the start of such leave of absence. Along with the request for leave, the part-time firefighter shall apply any and all available documentation in support of such leave of absence request, including medical proof where appropriate.

To ensure continuity, an additional signature line for the Union Representative shall be placed on all leaves of absences. The Union Representative should sign the LOA prior to sending it to the Chief.

An employee shall be notified of the decision of the Fire Chief on such leave request within ten (10) days after he has received the request.

29. SUSPENSION-EMERGENCY

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

30. GENDER AND PLURAL

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

31. DAMAGED PERSONAL PROPERTY

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

32. CONFORMITY TO LAW

This agreement shall be subject to and subordinated to any applicable present and future Federal, State, and Local laws. 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.

The City and Union recognize and abide by those laws and directives issued by Federal and State agencies to ensure a safe and non-discriminatory work environment for all employees as represented by EEO (Equal Employment Opportunity), Sexual Harassment, Occupational Health and Safety, and Violence in the Workplace.

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

33. OBLIGATION TO NEGOTIATE

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

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

Further, it is agreed by the Employer and the Association that negotiations for the period commencing with the expiration of this agreement, shall begin on or about September 1 of the last year of this agreement.

34. TOTAL AGREEMENT

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

35. LEGISLATIVE IMPLEMENTATION

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

36. DURATION

This agreement shall become effective at 12:01 a.m., on the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2023 and thereafter until the parties enter into a new contract or terminate relations.

It shall be the Employer's responsibility to supply a copy of this agreement to each member of the bargaining unit.

37. EXECUTION

IN WITNESS THEREOF, the parties hereto have caused this agreement to be duly executed this 18 day of JUNE, 2021.

FOR THE ASSOCIATION:

Dail Hults

APPROVED AS TO FORM:

FOR THE EMPLOYER:

David J. Rine

Kaper

Megan E. Kaper
DIRECTOR OF LAW

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