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AGREEMENT BETWEEN

THE CITY OF ALLIANCE

AND

**ALLIANCE PROFESSIONAL FIRE FIGHTERS ASSOCIATION,
LOCAL #480, AFL-CIO**

SERB Case No. 2021-MED-04-0655

**July 1, 2021
to
June 30, 2024**

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PREAMBLE AND PURPOSE

Section 1. Operational Purpose.

- (A) It is the general purpose of this Agreement to promote the mutual interests of the City of Alliance and its employees, and to provide for the operation of the services provided by the City under methods which will, to the fullest extent possible, provide economical and efficient operation, elimination of waste, protection of property and lives, and the achievement of peaceful adjustments of differences between the parties.

ARTICLE 1 COLLECTIVE BARGAINING

Section 1. Agreement.

- (A) This Agreement between the CITY OF ALLIANCE, OHIO, a municipal corporation, hereinafter called the CITY, and LOCAL# 480 of the INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, also known as the ALLIANCE PROFESSIONAL FIRE FIGHTERS ASSOCIATION, LOCAL# 480, AFL-CIO, hereinafter called the UNION. WITNESSETH: That the parties hereto, in consideration of the mutual covenants and agreements hereinafter contained, do hereby agree as follows:

ARTICLE 2 RECOGNITION

Section 1. Sole Bargaining Agent. The City recognizes the Union as the sole and exclusive Bargaining Agent of the Fire Department which shall include or exclude the following Employees.

Section 2. Included Shall Be. All full-time employees of the City of Alliance Fire Department holding the rank of Captain, Lieutenant, Fire Prevention Officer, and Fire Fighter.

Section 3. Excluded Shall Be. The Fire Chief, Assistant Chief, Clerk-Typist, Mechanic, and all other employees of the City of Alliance Fire Department.

ARTICLE 3 DUES DEDUCTION AND FAIR SHARE FEE

Section 1. Monthly Dues Deductions. The City agrees to deduct monthly from the pay of each employee from whom it receives an authorization to do so, the amount specified upon the authorization. Each employee utilizing the City deduction from the pay for the remittance of the sums to the Union shall provide the City an authorization in the form attached hereto as Attachment 1. The form shall include an agreement by the employee to hold the City harmless

against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of providing the deduction service.

Section 2. Notification to Union. Such sums deducted from an employee's pay, accompanied by a list of employees from whose pay they have been deducted and the amount deducted, shall be forwarded to the Union Treasurer of the Local Union at 63 East Broadway Avenue Alliance, Ohio 44601, within the month such collection is made.

Section 3. Union Refund. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.

Section 4. Hold Harmless Clause. The Union shall indemnify and save the City harmless against any and all claims, demands, lawsuits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this article.

Section 5. Deduction Error. The City shall not be liable for the remittance or payment of any sum other than those constituting actual deductions made; and if for any reason it fails to make a deduction for an employee as above provided, it shall make that deduction from the employee's next pay in which such deduction is normally deducted after the error has been called to the attention by the employee or Union.

Section 6. Terms of Membership. The terms of membership in the Union are between the member and the Union and the Employer has no involvement regarding the terms of membership. If an employee notifies the Employer he wishes to revoke his Union membership, the Employer will direct the employee to the Union.

ARTICLE 4 PAYROLL DEDUCTIONS

Section 1. Credit Union. The City agrees to deduct from employees giving written authorization to the City Auditor any moneys for any such authorized Credit Union office and remit such withholdings to the Credit Union.

Section 2. Savings Bond and United Way: The City agrees to deduct from employees giving written authorization to the City Auditor any moneys for the U.S. Savings Bond program and to the United Way payroll deduction program and remit such withholdings to the proper authorities.

Section 3. Deferred Compensation Programs. The City agrees to deduct from employees giving written authorization to the City Auditor any moneys for authorized deferred compensation programs and remit such withholdings to the proper authority.

Section 4. Paychecks . Paycheck shall be issued by Direct Deposit to a financial institution of the employee's choosing.

ARTICLE 5 MANAGEMENT RIGHTS

Section 1. Except insofar as this Agreement expressly provides otherwise, the City reserves and retains, solely and exclusively, each of its statutory and common law rights – express or inherent – to operate, manage, and direct the Division of Fire of Alliance, Ohio (herein sometimes referred to as “Department”). Such rights shall include, but not be limited to, the following:

- (a) to determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as the functions, services, and programs of the Department; its available funds, and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department;
- (b) to hire, appoint, evaluate, promote, assign, reassign, schedule, reschedule, transfer, lay-off, train, retrain employees; to suspend, demote, discipline, remove, or dismiss an employee for just cause, to: retain or reinstate an employee;
- (c) to devise, conduct and grade Civil Service examinations; rate candidates; establish eligibility lists from the examinations; and make original or promotional appointments from eligible lists consistent with law;
- (d) to direct, supervise, manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; to select the personnel by which Departmental operations shall be carried out; and to establish, continue, or change policies, practices, rules, and regulations;
- (e) to maintain or increase the efficiency and/or effectiveness of departmental services, to relieve employees from their duties because of lack of funds, lack of work, or in order to maintain or increase the efficiency and/or effectiveness of Department services;
- (f) to take any action deemed necessary to carry out the functions, services, and programs of the Department in an emergency;
- (g) to determine the classifications, size, and duties of the workforce, determine shifts, assign allocated work to and between fire stations, reorganize, discontinue, or enlarge any departments, or portions thereof, and to otherwise carry out all ordinary and customary functions of management.

Notwithstanding Section 4117.08 of the Ohio Revised Code, the City is not required to bargain on any subjects, including but not limited to, those enumerated above, reserved to, and retained by the City under this article.

Section 2. Reservation of Rights. The City specifically retains all its rights contained in Section 4117.08(C)(1)-(9) Ohio Revised Code, which are not listed above.

ARTICLE 6
WAIVER/MID-TERM BARGAINING

Section 1. The Union and the City acknowledge that during the negotiations which preceded this Agreement, each had the unlimited opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties, after the exercise of that right and opportunity, are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered, in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated and signed this Agreement. This contract, it is mutually agreed, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract.

Section 2. Mid-Term Bargaining. Neither party is obligated to bargain over any matter already covered by the Agreement. Where a proposed action involves a mandatory subject of bargaining and is not already provided for by the Agreement, then the Employer, prior to taking such action, shall inform the Union of said proposed action prior to the date of implementation and the parties shall meet to negotiate the matter. Should the Employer implement a change prior to an agreement being reached, the Union may immediately submit the dispute for resolution through the arbitration procedure as set forth below. The arbitrator shall be selected pursuant to Article 19.

Not later than five (5) calendar days before the arbitration hearing referenced herein, each of the parties shall submit to the arbitrator and to the opposing party a written report summarizing the unresolved issue(s), the party's final offer as to the issue(s), and the rationale for that position. The arbitrator shall resolve the dispute between the parties by selecting, on an issue-by-issue basis, from between each party's final settlement offers, taking into consideration the criteria set forth under Ohio Revised Code section 4117.14(G)(7). The arbitrator shall make written findings of fact and promulgate a written opinion and order upon the issues presented to the arbitrator. The parties shall bear equally the cost of the hearing.

ARTICLE 7
PROBATIONARY PERIOD

Section 1. Length & Recourse. There shall be a probationary period of one (1) year for new appointees to the Fire Department. The probationary employee may be disciplined and/or terminated without recourse to the grievance procedure.

**ARTICLE 8
NO STRIKE**

Section 1. No Strike, Obligations & Responsibilities.

- (A) The Union and the employees recognize that a strike, as defined in Section 4117.01 and Section 4117.04 of the Ohio Revised Code, is illegal for Fire Officers and they pledge not to engage in any strike against the City of Alliance as defined in the preceding sections, including but not limited to, slowdowns, job actions, sympathy strikes or other concerted interference with or withholding of services and further agree to cross any picket line established by any other Union representing the employees of the City of Alliance in order to perform their duties as Fire Officers. The City agrees to provide police protection for the Fire Officers if they must cross a picket line in accordance with this Article. Nothing in this section shall be construed to preclude the City from seeking to enjoin any such strike in accordance with provisions of Section 4117.15, Revised Code, or any disciplinary action which may be taken against striking employees pursuant to Section 4117.04 and Section 4117.15 (C), Revised Code.
- (B) Moreover, the obligations, rights and provisions of this Article shall be completely independent of and shall not affect or be affected by any other provisions of this Agreement, including any grievance and arbitration provisions, nor shall the grievance and arbitration provisions act to preclude the City from exercising any statutory right to enjoin the strike or to discipline strikers.
- (C) Job Action. The Union agrees to actively seek stoppage of any type job action by a member or members of the Bargaining Unit and shall take whatever affirmative steps reasonably within their ability that are necessary to end such job actions.

**ARTICLE 9
LABOR/MANAGEMENT COMMITTEE**

Section 1. Definition & Purpose.

- (A) The Labor Management Committee shall consist of three (3) employees appointed by the Union and not more than three (3) members of The City. It is mutually agreed by the parties of this Agreement that this committee will meet on a quarterly basis, or as mutually agreed to, after a written request from either party for the purpose of:
 - (1) To discuss the administration of this Agreement.
 - (2) To disseminate general information of interest to the parties.
 - (3) To give the Union representation the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.
 - (4) To discuss way to improve efficiency within the Department.
 - (5) To discuss safety and health issues of the Department.
 - (6) To promote harmonious relations between the City and the Union in the best interest of the community.

- (B) It is understood that Labor/Management meetings are not bargaining sessions and the Employer has the right to accept or reject any suggestions made by the Union committee in the Employer's sole discretion.

ARTICLE 10 WAIVER IN CASE OF EMERGENCY

Section 1. Emergency Conditions & Authority.

- (A) In case of circumstances beyond the control of The City, 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 City reserves the right, during any such emergency, to assign employees to work duties without regard to provisions of this Agreement. Such rights shall be effective after announcement and declaration of emergency by the Mayor through Mayoral letter. The City agrees to provide police protection for the fire officers during periods of riot and/or civil disorder.

ARTICLE 11 MINIMUM SAFETY MANNING

Section 1. Limit & Call In Requirement.

- (A) The number of suppression employees of the Bargaining Unit represented by Local # 480 on duty per platoon available to respond to an alarm shall be a minimum of seven (7).
- (B) In the event that the number of employees in sub-section (A) of this section drops below seven (7), the Fire Department shall be required to call in an employee(s) to maintain the minimum safety manning level.

ARTICLE 12 UNION TIME

Section 1. Amount. The (Union) I.A.F.F. Local# 480 shall be entitled up to one hundred sixty-eight (168) hours of time off for Union business per calendar year, without loss of pay.

Section 2. Use. Representatives of the (Union) I.A.F.F. Local# 480 shall be afforded Union Time during regular duty hours to fulfill Union responsibilities with the City, including negotiations, processing grievances, attendance at SERB hearings, meetings and administration and enforcement of this Agreement without loss of pay. However, it is understood that these activities will not interfere with the normal operations of the Employer. The union representative must request the time from his/her supervisor, prior to taking any time to investigate or process a grievance, participate in any union meeting, or utilize work time for the administration and/or enforcement of this Agreement only if it causes overtime. Such request for time will not be unreasonably denied. All usage of Union Time shall be documented on a form approved by the Employer.

Section 3. Carryover. The Union shall be entitled to carry-over unused Union Time from year to year; however, at no such time shall that balance exceed three hundred (300) hours.

ARTICLE 13 UNION ACTIVITIES

Section 1. Union Affiliation/Membership. It is agreed any employee within the Bargaining Unit has the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. Neither the City nor the Union shall discriminate against any employee with regard to such choice.

Section 2. Representation. The Union acknowledges that under Chapter 4117 of the Ohio Revised Code, it is required to represent all members in its Bargaining Unit fairly regardless of their membership or non-membership in the Union.

ARTICLE 14 MEETINGS

Section 1. Scheduling, Notification & Approvals. Subject to pre-approval by the Employer/Designee the Union may schedule meetings on Fire Department property, on or after 1600 hours, insofar as such meetings are not disruptive of the duties or the efficient operation of the Department. All off duty Union Members shall be afforded the opportunity to attend said meetings provided they first sign a waiver of liability to be on the premises of the Employer during non-work hours. Subject to existing work responsibilities on-duty Union Members may attend meetings during working hours. Twenty-four (24) hour advance notice shall be given by the Union of such meetings.

Union representatives upon pre-approval of the Chief or Safety Service Director may at any time meet with individuals on Fire Department property to conduct Union Business deemed necessary by the Union, for the Bargaining Unit or Union insofar as meetings are not disruptive of the duties of the employee or the efficient operation of the Department, permission will not be unreasonably withheld.

Section 2. Meetings for Contract Consideration. Meetings for the bargaining unit to consider contracts being negotiated between the City and the local may also be held at times most likely to allow the greatest number of unit members to be in attendance. The Union shall notify the Fire Chief when such meetings are scheduled and minimize disruption of the duties of the employee or the efficient operation of the Department. Permission will not be unreasonably withheld.

ARTICLE 15
BULLETIN BOARDS

Section 1. Number, Location & Content.

- (A) The Union shall have the use of suitable bulletin boards, including at least one (1) at each Fire Station, for the purpose of posting Union notices or material related to the betterment and welfare of the Union Membership.
- (B) Notices or announcements shall not contain anything political or derogatory reflecting upon the City or any of its representatives.
- (C) Such bulletin boards shall be identified with the name of the Union and the Union may designate persons responsible therefore. Articles posted on these bulletin boards shall not be removed by the City or its representatives. However, if the City finds that this Article is being violated, the City shall require the Union to remove immediately such notices. The Employer will provide the reason for requiring removal in writing to the Union President. Persons found responsible for the abuse of this article shall be subject to the disciplinary procedure provided in this Agreement.

ARTICLE 16
SENIORITY

Section 1. Definitions: The following definitions constitute seniority under the parties' Agreement:

- (A) Total Seniority. Total Seniority is defined as the amount of continuous, uninterrupted full-time employment from original date of employment with the City of Alliance to include and take into account any consecutive interdepartmental or inter-city transfers or appointments.
- (B) Department Seniority. Department Seniority is defined as the amount of continuous, uninterrupted full-time employment from original date of appointment with the City of Alliance Fire Department. An employee transferring to another City Department shall have his seniority suspended. If he returns, he shall be re-credited with his previously accrued seniority and shall continue to accumulate department seniority from his return date.
- (C) Classification/Rank Seniority. Classification/Rank Seniority is defined as the amount of continuous, uninterrupted full-time employment from original date of appointment to a specific job classification/rank in the City of Alliance Fire Department. Seniority within a classification/rank as applied to an officer shall be determined by priority of appointment to the classification/rank referred to, the officer first appointed or first named in order of appointment being senior.

Section 2. Calculation of Seniority/Breaks in Seniority. The seniority of an eligible employee shall be determined by using the date on which he was last hired by the City. Any eligible employee who leaves the employment of the City for any reason other than a disability retirement, granted leave of absence, or a tour of duty in any branch of the Armed Services of the United States shall be considered as having broken seniority except as permitted by applicable statute. If such employee is later re-hired by the City, he shall begin a new seniority date on the day of re-hire. An employee on a disability retirement or unpaid leave of absence shall have their seniority suspended during such time. Upon return seniority will continue to accrue from the date suspended.

ARTICLE 17 CONTINUOUS SERVICE

Section 1. Uninterrupted Continuous Service:

- (A) Seniority is not to be confused with continuous service with the City of Alliance. Continuous service with the City shall be defined as the uninterrupted service of an employee from their original date of employment with the City of Alliance to include and take into account any consecutive interdepartmental or inter-city transfers or appointments.

ARTICLE 18 DISCIPLINARY ACTIONS

Section 1. No non-probationary employee shall be disciplined except for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning (i.e., documented verbal warning).
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
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 during the period of 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. Progressive Discipline. Management shall practice progressive discipline, but reserves the right to determine the step of the procedure applicable to an offense at which discipline begins and the amount of discipline at each step of the procedure based upon the seriousness of the offense. Management's practice of progressive discipline does not infringe upon its right to remove an employee from the payroll on the first instance for a firing offense.

The City's decision to administer a certain level of discipline for a particular offense is not to be relied upon as a binding practice applied to all similar circumstances. Any form of discipline for any matter will be considered for determining the next level of discipline for any subsequent offense.

The City shall not use any global positioning system (GPS) as the only basis for, nor the only evidence in, a disciplinary action against an employee.

Section 3. Predisciplinary Conference. Whenever the Employer determines that an employee may be subject to suspension (with or without pay) or termination, the Employer will hold a predisciplinary conference prior to issuing discipline. The Employer shall establish the date and time of the conference and shall provide the employee and the Union at least twenty-four (24) hours written notice in advance of the conference. Such notice shall contain the charges against the employee, a brief explanation of the evidence including the facts underlying the charged offense, and what form of discipline may be imposed.

The employee may be accompanied by a non-employee Union representative and/or employee representative during the predisciplinary conference. Rather than participate in the conference, the employee may elect to waive the conference in writing. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the predisciplinary conference as an observer only. At the conference, the employee and/or his representative(s) shall have an opportunity to respond orally to the charges prior to discipline being imposed.

Section 4. Notice of discipline. All written notices involving discipline shall state the specific actions of the violation, the specific rules or regulations alleged to have been violated, and the amount of discipline imposed.

Section 5. Investigatory Interviews. Any time a Bargaining Unit member is required to answer questions as a part of a disciplinary investigation/action, and the member is the subject to disciplinary investigation/action, the Employer shall advise the member that he is the subject of the disciplinary investigation/action and that he may request the presence of a Union representative, the presence of legal representation, or both. If the member elects either form of representation and such is not immediately available, reasonable time shall be given for the member to obtain representation.

Section 6. Disciplinary Records. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters, provided that there has been no intervening discipline from the date of issuance, according to the following schedule:

Letters of Instruction and Cautioning	twelve (12) months
Written Reprimands	eighteen (18) months
All other Discipline	twenty-four (24) months

Discipline for drug and alcohol related offenses or violations of the parties' drug and alcohol testing policy are not subject to the provisions listed above and shall be considered in all future discipline involving drug and alcohol offenses.

Section 7. Disciplinary Appeals. Appeals of disciplinary action shall be submitted directly to the Safety-Service Director at Step 3 of the grievance procedure in accordance with the applicable time limitation for the filing of a Step 1 grievance. Disciplinary actions involving a loss in pay shall be eligible for arbitration. Disciplinary actions involving no loss of pay shall be appealable through the grievance procedure, but are not eligible for arbitration.

ARTICLE 19 GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Purpose.

The purpose of this grievance procedure shall be to secure an equitable and expeditious resolution of grievances. The Union and City encourage the informal resolution of disputes through discussion between the Bargaining Unit members and Supervision.

Section 2. Definitions.

The term “Grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the provisions of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters not covered by this agreement.

Group Grievance(s): Any member of the bargaining unit or the Union may file a grievance. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such a group shall process the grievance. Such grievance shall be defined as a group or class action grievance. A group grievance shall specify the affected employees or group of employees on the grievance form.

GRIEVANT: The person or group of persons in the Bargaining Unit, including the Union itself: making the complaint.

PROBATIONARY EMPLOYEES: Probationary employees shall have no right to appeal any form of discipline or discharge in any manner.

DAY or WORKING DAY: This shall mean calendar day, excluding Saturdays, Sundays, and Legal Holidays.

Section 3. Grievance Contents. All grievances shall be filed in writing on a form provided by the Union and shall contain the following information:

1. Date and time grievance occurred.
2. Description of incident giving rise to the grievance.
3. Articles and sections of the agreement involved.
4. Relief requested.
5. Signature of the employee or group representative.

Section 4. Time Limits. All grievances must be processed and answered at the proper step in the grievance progression to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance not answered by the Employer or his designee within the stipulated time limits provided herein shall be deemed to have been answered in the negative and may be advanced to the next step of the procedure. If the Employer fails to provide a timely answer, the Union shall have an additional fourteen (14) calendar days from the date the Employer's answer was due to advance the grievance to the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer or default rejection, if applicable, at the last completed step. Time limits set forth herein may only be extended by mutual agreement of the parties, and are to be strictly enforced. An arbitrator is without authority to render any decision involving a grievance that does not conform to the parties' negotiated time limits.

Section 5. Disciplinary Grievance. All disciplinary actions including written reprimands, suspensions, demotions, or other reductions in pay, rank, or status and removals are hereby made subject to this grievance procedure.

Section 6. Procedure.

Step One – Chief. Within seven (7) days of the incident giving rise to the grievance, the aggrieved employee shall submit his written grievance to the Chief, who shall indicate the date and time of receipt of the grievance and affix his signature to the grievance form. The Chief shall either respond to the grievance or schedule a meeting with the grievant and representative(s) of the union to discuss the grievance and respond in writing to the grievant within seven (7) days of receipt of the grievance or the meeting, if held.

Step Two – Safety-Service Director. A grievance unresolved at Step 1 may be submitted by the grievant to the Safety-Service Director/designee within seven (7) days of receipt of the Step 1 answer or default rejection. The Safety-Service Director/designee shall either deny the grievance or schedule a meeting with the grievant and a representative(s) of the Union within fourteen (14) days of submission of the grievance to Step 2. If a meeting is held, the Employer/designee shall provide a written response to the grievant within fourteen (14) days of such meeting.

Step Three – Arbitration. If the grievance is not resolved in Step 2, the Union may submit the grievance to Final and Binding Arbitration by submitting a letter of intent to the Mayor within thirty (30) calendar days of the answer at Step 2, and by submitting a request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. In the event the letter of intent or the referral to arbitration is not submitted within the time limits prescribed, the grievance shall be considered resolved based upon the Step 2 reply or default rejection as may be applicable. In lieu of utilizing FMCS, the parties may agree to select from a permanent panel of arbitrators contained herein where a timely demand for arbitration has been submitted.

Section 7. Selection of the Arbitrator. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to FMCS. Each party shall have the right to reject one (1) panel of arbitrators in its entirety. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally. If an arbitrator is not selected after the issuance of two (2) panels, upon the third and final panel provided by FMCS, the parties shall select the arbitrator by alternate strike, with the party striking first determined by coin toss.

The parties may mutually agree to mediate a grievance prior to the selection of the arbitrator. The mediator shall be mutually agreed upon. The cost of mediation shall be equally shared between the Local Union and the City.

The Union and the City may, by mutual consent, extend in writing the time periods included herein, as to allow in some cases additional time necessary to resolve a dispute or the effects of a dispute.

Section 8. Jurisdiction. The jurisdiction of the arbitrator selected by both parties shall be limited to the following:

- (A) An adjudication of the issues which are formulated under the terms of this Agreement or under any submission agreement which is entered into by the parties.
- (B) The interpretation of the specific terms of this Agreement which apply to the issues presented to the arbitrator. The arbitrator shall not have the authority to supplement or modify this Agreement by reference to any claimed practices or customs in any other fire department.
- (C) The rendition of a decision or award which in no way modifies, adds to, subtracts from, or changes or amends any term or condition of this Agreement or conflicts with the provision of this Agreement; and
- (D) The rendition of a decision or an award which is not retroactive to a date preceding the date of the incident giving rise to the grievance; and
- (E) The rendition of a decision or an award in writing which shall include a statement of the reasons and grounds upon which the decision or award is based; and
- (F) The rendition of a decision or an award based upon the evidence and arguments presented to the arbitrator by the respective parties and in the presence of each other, and arguments presented in written briefs of the parties; and
- (G) The rendition of an award within thirty (30) days of the date of the presentation of the written briefs of the parties.

Section 9. Arbitration Procedure.

- (A) No one arbitrator shall have more than one (1) grievance submitted to and under consideration by him/her at any one time unless the parties hereto otherwise agree in writing. A grievance shall be deemed under consideration by the arbitrator until the arbitrator has rendered a decision and an award in writing. Furthermore, the decision of the arbitrator within the limits herein described shall be final and binding upon the City, the Union, and the employees affected, subject to judicial review.
- (B) The expenses and charges of obtaining the list shall be borne by the party requesting it. All expenses involved in the arbitration proceeding shall be equally shared between both parties. However, expenses related to the calling of witnesses, attorney's fees, or any other similar expenses associated with such proceedings shall be borne by the party at whose request such witnesses are called or attorneys employed. Employee witnesses shall suffer no loss in straight time pay.
- (C) As provided in Section 4117.10 (A), the Civil Service Commission shall have no jurisdiction to receive and determine any appeals related to matters that are subject to this final and binding grievance procedure.
- (D) If either party withdraws a grievance or opposition to a grievance, then that party shall pay the entire cost of the billing of the arbitrator. However, this clause does not preclude the parties from the inclusion of the payment of an arbitrator's billing in some form of settlement.

Section 10. Arbitration Awards/Settlements. Arbitration awards and pre-arbitration settlements shall be final and binding on the Employer, the Union, and the grievant(s) subject to the provisions of the Ohio Revised Code.

**ARTICLE 20
HOURS OF WORK AND SCHEDULING**

Section 1. Hours of Work for Non-suppression Members. The non-suppression members of the Bargaining Unit represented by the Union shall be assigned to work no more than forty (40) hours per week except .in those cases of actual emergency, scheduled overtime, or waivers in case of emergencies.

Section 2. Hours of Work for Suppression Employees. The suppression members of the Bargaining Unit represented by the Union shall be assigned to work no more than an average of forty-eight (48) hours per work week except for actual emergencies, scheduled overtime, and waivers in case of emergency.

Section 3. Kelly Days.

- (A) The City agrees that the work schedule for suppression members of the Bargaining Unit shall be the three (3) platoon system of twenty-four (24) hours of continuous duty commencing at 0800 hours, followed by forty-eight (48) continuous off duty hours. In order to maintain a forty-eight (48) hour work week, one continuous twenty-four (24) hour off duty period shall be scheduled to follow each sixth (6th) normally scheduled on duty day. The off duty period is referred to as a “day of adjustment” or a “Kelly Day.” No time off duty with pay due to scheduling of a “Kelly Day” shall be lost due to conflict with any period of vacation, holiday, sick leave, injury leave, jury duty or other excused time that is provided for in this contract or by the application of any law or ordinance.
- (B) “Kelly Days” shall be selected by members in each platoon on the basis of seniority and not more than two (2) members may select the same Kelly Day. A maximum of two (2) members may select the same “Kelly Day” provided all days of the week have a minimum of one (1) member scheduled off on a “Kelly Day” upon completion of these selections. The selection of Kelly Days for a calendar year shall be made on or before January 1st of that year. If, during the course of a year, a day of the week becomes unfilled as a “Kelly Day” because of the retirement, resignation, termination or death of a Bargaining Unit member, such unfilled “Kelly Day” shall remain unfilled until January 1st of the following year when new Kelly Day selections are made. Provided, however, that a Bargaining Unit member shall be permitted to switch his present “Kelly Day” to the unfilled “Kelly Day.” If more than one Bargaining Unit member proposes to switch to the unfilled “Kelly Day,” the most senior member shall be given priority. A Bargaining Unit member switching Kelly Days under this provision shall not be permitted to adjust any vacation time selections that the member has made.

**ARTICLE 21
OVERTIME WORK AND ADDITIONAL COMPENSATION**

Section 1. Administration.

- (A) In the event of any emergency, the City may prescribe reasonable periods of overtime work to meet operational needs. However, whenever it is practical and possible to do so, all overtime shall be approved by the Safety Service Director in advance. In any case, all overtime must be reported to and justified as required by the Safety Service Director. Complete records of overtime shall be maintained by the Department.
- (B) In the event that a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer of the Fire Department is required to attend training sessions beyond the normal work schedule, prior approval must be received from the Director of Public Safety and Service.

Section 2. Overtime Compensation.

- (A) Captains, Lieutenants, and Fire Fighters who are required to work more than a twenty-four (24) hour tour or forty-eight (48) hours in a week and a Fire Prevention Officer who is required to work more than forty (40) hours in one (1) week shall be paid at the rate determined by the following formula. Effective with the execution of the Agreement, sick leave is not considered in the formula as time worked.

$$\text{OT rate} = \frac{\text{Weekly based salary}}{40} \times 1.5$$

- (B) Overtime will be paid for each appearance in Court, Grand Jury, or Pre-Trial conference necessitated by the individual performance of his/her duty. Two (2) hours overtime will be the minimum allowance for each such appearance paid only to those individuals who are required to appear and who are not normally scheduled to work.
- (C) Hold over overtime pay shall be based on fifteen (15) minute increments with a minimum of fifteen (15) minutes in excess of a twenty-four (24) hour tour.
- (D) When a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer is called in to work while off duty, he/she shall be paid for a minimum of four (4) hours as per the formula in sub-section (A) of this section. When a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer is required to exceed his/her tour of duty, said extension shall be in fifteen (15) minute increments. There will be no call in pay paid when an employee reports to work as a result of “trading tours” with another employee.
- (E) Overtime shall be paid whenever a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer is called in for duty while off duty on a normal scheduled day off, vacation or holiday.
- (F) In the event non-emergency overtime occurs in the Fire Department, it shall be on a voluntary basis and shall fall under the guidelines established by fair share overtime procedures.

Section 3. Determination of Base Rate of Pay.

- (A) For overtime purposes, the base pay for Captains, Lieutenants, Fire Fighters, or Fire Prevention Officers shall be calculated by including all forms of compensation earned by the employee for the week in question including, but not limited to, shift differentials, and any other compensation recognized under the Fair Labor Standards Act.

ARTICLE 22
OVERTIME DISTRIBUTION

Section 1. Non-Emergency.

- (A) When a manpower shortage occurs, the manpower shortage shall be filled by utilizing the fair share overtime list. Said list shall be in effect from January 1st, until December 31st, and shall continue each preceding year until the term of this Agreement expires. Each new list shall start at zero (0) hours for each employee on January 1 annually.
- (B) An employee shall have a minimum of one (1) year department seniority to qualify for overtime, except for emergency call-ins or for training purposes. On the completion date of the one (1) year minimum department seniority, a 2nd Grade Fire Fighter shall be credited with an amount of hours equal to, the average of all hours of Captains, Lieutenants, 1st grade Fire Fighters and 2nd Grade Fire Fighters that are represented on the fair share overtime list.
- (C) A fair share list shall be established to include Captains, Lieutenants and Fire Fighters only. When a manpower shortage occurs, the employee with the least hours on the fair share list shall be asked to work. In the event this employee cannot be contacted or refuses the additional hours, the employee next lowest on the list shall be contacted and this shall continue until the manpower shortage has been filled. If not filled voluntarily, then the employee with the least fair share hours who is not on paid leave and who is reached may be ordered in to work. Procedure (B), (C) and (D) of this section shall not apply to emergency call-ins. In the event additional hours are available due to the absence of an Officer and the Employer determines that it needs to replace that employee with another Officer the Employer may offer the additional hours to other Officers and if none accept the Employer may order in the least senior employee/Officer in that rank who has the least fair share hours.
- (D) The fair share list shall be kept and updated, when overtime is worked, by the Business Office Personnel. Each employee has the right, upon request, to know the status of their hours and position on said list.
- (E) A copy of the fair share list shall be given to a Union Representative designated by the Union on a month to month basis, provided with the most current hours of each employee on the list that has signed a release form for this information to the Union.

Section 2. Emergency Call In.

- (A) In the event of emergency recall, the platoon most recently going off duty shall first be recalled.

Section 3. Call-ins. Captains, Lieutenants, and Firefighters shall maintain a reliable telephone method of contact (cell phone or hardline telephone) and shall provide that telephone number(s) to the Employer so that they can be contacted by the Employer when needed.

**ARTICLE 23
WAGE RATES AND POSITIONS**

Section 1. Positions and Pay Rates.

- (A) All wages shall be effective on the date(s) stated. All wages stated are hourly rates based on a 48 hour work week for Suppression employees.

July 1, 2021 – three percent (3.0%) wage increase

	48 hour rate	Annual (2496)	40 hour rate	40 Hour Overtime Rate of pay
Captains	\$25.13	\$62,728.88	\$30.16	\$45.24
Lieutenants	\$23.01	\$57,432.38	\$27.61	\$41.42
Senior Firefighter (15 yrs)	\$21.71	\$54,194.15	\$26.05	\$39.08
Firefighter 1	\$19.98	\$49,862.10	\$23.97	\$35.96
Firefighter 2	\$19.02	\$47,481.35	\$22.83	\$34.24
Probationary	\$16.64	\$41,542.84	\$19.97	\$29.96

July 1, 2022 – three percent (3.0%) wage increase

	48 hour rate	Annual (2496)	40 hour rate	40 Hour Overtime Rate of pay
Captains	\$25.89	\$64,610.75	\$31.06	\$46.59
Lieutenants	\$23.70	\$59,155.35	\$28.44	\$42.66
Senior Firefighter (15 yrs)	\$22.36	\$55,819.97	\$26.84	\$40.25
Firefighter 1	\$20.58	\$51,357.97	\$24.69	\$37.04
Firefighter 2	\$19.59	\$48,905.79	\$23.51	\$35.27
Probationary	\$17.14	\$42,789.12	\$20.57	\$30.86

July 1, 2023 – three percent (3.0%) wage increase

	48 hour rate	Annual (2496)	40 hour rate	40 Hour Overtime Rate of pay
Captains	\$26.66	\$66,549.07	\$31.99	\$47.99
Lieutenants	\$24.41	\$60,930.01	\$29.29	\$43.94
Senior Firefighter (15 yrs)	\$23.03	\$57,494.57	\$27.64	\$41.46
Firefighter 1	\$21.19	\$52,898.71	\$25.43	\$38.15
Firefighter 2	\$20.18	\$50,372.97	\$24.22	\$36.33
Probationary	\$17.66	\$44,072.79	\$21.19	\$31.78

- (B) All wages shall be effective on the date(s) stated. All wages stated are hourly rates based on a 40 hour work week for Non-Suppression Prevention employees.

Non-Suppression

July 1, 2021 – three percent (3.0%) wage increase

	Hourly	Annual (2080)
Prevention Officer	\$29.92	\$62,233.60

July 1, 2022 – three percent (3.0%) wage increase

	Hourly	Annual (2080)
Prevention Officer	\$30.82	\$64,105.63

July 1, 2023 – three percent (3.0%) wage increase

	Hourly	Annual (2080)
Prevention Officer	\$31.74	\$66,028.79

(C) EMT and Paramedic Supplement

Bargaining unit employees who are state certified EMTs shall receive a wage increase of one percent (1%) effective January 1, 2020.

Bargaining unit employees who are stat certified Paramedics shall receive a wage increase of one percent (1%) effective January 1, 2020.

**ARTICLE 24
LONGEVITY**

Section 1. Service, Amount & Eligibility.

- (A) All employees set forth in this Agreement employed prior to January 1, 2017, shall be placed in one of the following groups and classified according to their continuous service record and shall receive the following Longevity compensation:

<u>Classification (Seniority)</u>	<u>Monthly Compensation</u>
Group A - 0 through 4 years	-0-
Group B - over 4 through 10 years	\$30.00
Group C - over 10 years through 15 years	\$70.00

Group D -over 15 years through 20 years	\$90.00
Group E - over 20 years	\$110.00

NOTE: Said compensation is to be paid in equal installments in June and December annually along with regular payment. Employees hired on or after January 1, 2017 shall not be entitled to any longevity payments.

- (B) A continuous service record of an eligible employee shall be determined by using the date on which he was last hired by the City. Any eligible employee who leaves the employment of the City for any reason other than a granted leave of absence or on sick leave or layoff or tour of duty in any branch of the Armed Forces of the United States shall be considered as having broken continuous service, if such employee is later re-hired by the City, he shall begin a new continuous service record on the day he is re-hired.
- (C) The Fire Chief shall be responsible for notifying the Auditor of any change in the status of an employee's rate of pay due to longevity and submitting a list showing the current longevity status of each employee, along with regular payroll.

**ARTICLE 25
HAZARDOUS DUTY PAY**

Section 1. Amount.

- (A) All bargaining unit members shall receive an annual hazardous duty pay of three-hundred dollars (\$300.00) per year, payable to said employees in the first pay in December each year. Employees who have not been employed for a full year shall be paid on prorated basis for each full month of employment.

**ARTICLE 26
PENSION PICK-UP**

Section 1. Method.

- (A) The City shall use the salary reduction method for “pension pick-up” in accordance with the rules and regulations of the Police and Fireman's Disability and Pension Fund of Ohio.

Section 2. City Payment & Non-Taxable Wages. The City shall “pick-up,” assume and pay the full amount of any statutorily required contribution to the Police and Fireman's Disability and Pension Fund of Ohio for all employees in the Bargaining Unit. Each Bargaining Unit member's salary shall be reduced to the extent of this “pick-up.” The “pick-up” by the City to the PFDPF shall be mandatory and no employee covered by this Agreement shall have any other options regarding this “pick-up.”

**ARTICLE 27
ACTING PAY**

Section 1. Higher Classification, Selection, Limits & Eligibility.

- (A) In the event an employee is designated by the City to assume responsibilities in a higher classification, such employee shall receive the rate of pay of the higher classification.
- (B) Example: If a Fire Fighter is designated as having responsibilities of a Lieutenant, said Fire Fighter shall receive the rate of pay of a Lieutenant during such period of time of increased responsibilities.
- (C) If a Lieutenant is designated to act as Captain, the Lieutenant shall receive the rate of pay of a Captain during such period.
- (D) If a Captain is designated to act as Chief, the Captain shall receive the rate of pay of a Chief during such period. For every eight (8) hours the employee in on call as acting Chief, he shall earn one (1) hour of compensation pay.
- (E) When the Inspector's position is vacant due to vacation, injury, or time off, the City may fill the position with a qualified individual. Selection shall be made by seniority from the suppression employees. The employee selected shall receive the rate of pay of an Inspector I during such period. For every eight (8) hours the employee is on call as an Inspector, the employee selected shall earn one (1) hour of compensation pay.
- (F) Employees shall be selected to serve in an acting position by seniority from the employees on duty in the platoon scheduled to work.
- (G) Acting positions shall be accepted on a voluntary basis. However, if all employees on a shift refuse an acting appointment, the City may appoint any shift employees regardless of seniority.
- (H) To be eligible to act in the capacity of an acting lieutenant, a First (1st) grade firefighter must have served at least two (2) years in grade.

**ARTICLE 28
MILEAGE ALLOWANCE**

Section 1. Private Vehicle Use.

- (A) A Captain, Lieutenant, or Fire Fighter using a private vehicle for any out of city job related court appearance, pre-trial appearance, training, seminars, meetings, conferences, continuing education programs, or any other job related activities (not to include Union activities) shall be reimbursed for mileage at the rate applicable to all other City employees. The Employer shall decide whether the employee shall use a City vehicle or a private vehicle for travel.

- (B) A Fire Prevention Officer shall not be entitled to any part of sub-section (A) of this section, unless travel is outside the city limits of Alliance.

Section 2. Prevention Car Allowance.

- (A) A Fire Prevention Officer shall be paid a monthly car allowance of one hundred seventy-five dollars (\$175.00) per month (or any portion thereof) when a City vehicle is not furnished for his/her use.

**ARTICLE 29
EDUCATIONAL ALLOWANCES**

Section 1. Degree Pay.

- (A) All employees covered by this Agreement employed before January 1, 2017, upon attainment of either an Associate's Degree or a Bachelor's Degree in Fire Science Studies, shall receive an educational allowance. The educational allowance after such attainment of said degree shall be as follows:
- (1) Associate's Degree – 3.0% of yearly base salary
 - (2) Bachelor's Degree – 5.5% of yearly base salary
- (B) The maximum allowance payable under this section shall be 5.5 %. The above additional lump sum payment shall be paid on the 2nd pay of June and the 1st pay of December for the preceding six (6) month period of each year and payment shall only be made to those qualified who have attained their degree within at least five (5) days prior to the date of payment.
- (C) The City shall be responsible for notifying the Auditor of any change in the status of an employee's educational allowance or an employee's eligibility under this section.

Section 2. Continuing Education.

- (A) Where there has been prior written approval by the Fire Chief and the Safety Service Director, the City shall reimburse Bargaining Unit Members, within thirty (30) calendar days of grade submission, for all tuition, fees, and course mandated materials, including books for job related continuing education programs. Members enrolling in either a two year Associate or four year Bachelor's Degree program shall notify the Chief and Director and must submit a listing of course requirements to be eligible for this reimbursement. The determination of job relatedness will be made at the discretion of the Fire Chief and the Safety Service Director.

- (B) Reimbursement shall be made according to the following schedule:

Bargaining Unit Member earns a letter grade of equivalent of:

- A – 100%
- B – 85 %
- C – 75%
- Below C – 0%

ARTICLE 30 STANDBY TIME

When a member is assigned by the Chief or his designee to stand by to respond to duty, that bargaining unit member shall receive one (1) hour of pay for every eight (8) hours of assigned standby status. A minimum of one (1) hour of pay shall be granted with any standby assignment.

Employees on “standby” duty shall not consume any alcoholic beverages during his assigned “standby” duty and shall remain available to respond, if called, and arrive at the city within thirty (30) minutes.

ARTICLE 31 UNIFORM ALLOWANCE

Section 1. Amount & Time of Payment.

- (A) All employees set forth in this Agreement shall receive an annual uniform allowance of one thousand three hundred (\$1,300.00) dollars per year, payable to said employee in two (2) equal installments of six hundred-fifty (\$650.00) dollars on the second (2nd) payday of June and the first (1st) payday of December.
- (B) The annual uniform allowance as set forth shall be given to each employee for the purchase of uniforms worn at the station during duty hours. Employees shall not use the uniform for other than assigned or approved duties. Upon inspection by his commanding officer, if an employee's uniform, clothing, or equipment is judged to be in need of replacement, the employee shall be obligated to replace it. In order to assure professional appearance of employees and in order to assure that employees are properly equipped, the City shall conduct uniform and equipment inspections. An annual uniform inspection will be held to ensure that members have the appropriate and required number of uniforms.
- (C) It shall be the responsibility of the Fire Department to furnish the following items:
- (1) Badges (A.F.D.)
 - (2) Name Bars
 - (3) Emblem Patches (A.F.D.)
 - (4) Uniform Hat (A.F.D.)

- (5) Uniform order sheets and instructions
- (D) Sub-section (B) and (E) of this section shall not be applicable in the event of emergency call-in.
- (E) The City may, upon request, authorize additional items of clothing to be worn during periods of inclement weather.
- (F) In the event that there are changes in the uniform, there shall be a one (1) year wear-out period for the previous uniform.
- (G) The Chief of Fire shall select the uniform code; however, the Chief will be required to meet and confer with the Union before implementing changes in the code.
- (H) A newly hired probationary fire fighter shall receive the first (1st) two (2) uniform allowance installments in advance.

ARTICLE 32 REIMBURSEMENT OF DAMAGES

Section 1. Personal Items, Limits & Subrogation.

- (A) While in the performance of his or her duties a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer should suffer damage to his or her eyeglasses, wristwatch, dentures, cell phone, or similar type items, as well as uniforms or clothing, a proof of loss form shall be filed with the Safety Service Director and damaged item to be given to the Chief when possible. Upon approval said employee shall be reimbursed for damages not to exceed five hundred dollars (\$500.00) per item damaged, except cell phones which shall be reimbursed for damages not to exceed one thousand dollars (\$1,000) per phone.
- (B) The City shall be entitled to the right of subrogation.

ARTICLE 33 SHIFT BIDDING & PROMOTIONS

Section 1. Shift Bidding.

- (A) Fire Suppression personnel shall be permitted to bid on a vacancy in a shift in accordance with this Section. The Employer shall have sole discretion to determine when a vacancy is to be filled on a shift.
- (B) A vacancy can be filled only by a Bargaining Unit member who holds the same rank as the person causing the vacancy.
- (C) The most senior qualified bidder shall be awarded the position.

- (D) The successful bidder must remain on the bid shift until the end of the calendar year.
- (E) All shift bidding shall take place in November and all shift changes shall be effective with the first pay period in January.

Section 2. Promotions/Eligibility Requirements. It is the intent of the parties to preempt R.C. 124.45-R.C. 124.48 with this language.

- (A) A Fire Fighter must have a minimum of five (5) years of completed service with the Employer before becoming eligible to take the Lieutenant's test.
- (B) A Lieutenant must have a minimum of seven (7) years of completed service with the Employer and have a minimum of two (2) years of completed service as a Lieutenant before becoming eligible to take the Captain's test.
- (C) In the event the requirements as stated in either Sections (A) and/or (B) prohibit a competitive examination, which is defined as there being two or more candidates for the position, the Civil Service Commission shall unilaterally determine the qualifications and requirements for the position in order to establish a competitive examination.

ARTICLE 34 TRADING OF TOURS

Section 1. Complete Tours.

- (A) A Captain, Lieutenant, or Fire Fighter shall have the right to trade tours of duty. A Captain may trade with another Captain or a Lieutenant; and a Fire Fighter may trade with another Fire Fighter or Lieutenant of another platoon when the changes do not interfere with the operation of the Fire Department. Trading of complete tours of duty can be made by completing the appropriate request form and submitting it to the Platoon Captain of the platoon affected for approval. At least twenty-four (24) hours advance notice must be given for a request; except in cases of emergency where time does not permit advance notice.

Section 2. Partial Tours.

- (A) A Captain, Lieutenant, or Fire Fighter shall have the right to be relieved, upon approval by the Platoon Captain of the platoon affected, for any portion of a tour of duty, upon the verbal notification to said Platoon Captain, provided the change does not interfere with operation of the Fire Department. A verbal request shall be made immediately to the Platoon Captain by an employee when it is known that a request will be necessary.

Section 3. Trade Time Disputes. Disputes over traded time shall not be subject to the grievance procedure.

ARTICLE 35
SAFETY PROVISIONS

Section 1. Equipment & Vaccinations.

- (A) The City shall provide for the personal safety and protection of each Captain, Lieutenant, Fire Fighter, and Fire Prevention Officer with the issuance of the following items which must meet or exceed NFPA and/or OSHA standards.
- (1) Two (2) Turnout Coats
 - (2) Two (2) Turnout Pants
 - (3) Two (2) Suspender Sets
 - (4) One (1) Helmet (complete)
 - (5) Two (2) Nomex Protective Hoods
 - (6) One (1) Pair of rubber gloves
 - (7) Two (2) Pair Fire Fighting Leather Gloves
 - (8) One (1) Leather Double Palmed Work
 - (9) Two (2) Pairs Leather Pull On Structural Fire Boots
 - (10) One (1) Spanner Wrench
 - (11) Two (2) Wood Wedges (upon request)
 - (12) One (1) Flashlight and Batteries
 - (13) One (1) Pair Safety Glasses
 - (14) One (1) Set Ear Plugs
 - (15) One (1) SCBA Face piece
 - (16) Traffic Safety Vest
 - (17) Hepatitis-B Vaccinations to include post blood screening/analysis (upon request)
 - (18) Two (2) Safety Belts Compatible with Turnout Pants

The Fire Department shall be responsible for the replacement of all items in sub-section (A) of this section, unless it presents an immediate danger to an employee, then replacement shall be immediate. If any piece of equipment is made unusable or inoperative due to a fire fighter's negligence, the fire fighter shall be responsible for its replacement. Lost or stolen items in sub-section (A) due to negligence will be replaced at the expense of the member involved.

- (B) The Fire Department will replace equipment in sub-section (A) only with the return of the damaged or worn out item to be replaced, when possible. Members shall wear only the equipment issued by the City unless approved by the Fire Chief Assistant Chief or in cases of emergency, a Captain. No decals, patches, medals, or other attachments to the uniform or firefighting equipment shall be worn by members unless issued by the Employer where such items might pose a safety risk (e.g., entanglement risk, attachment risk, etc.) or be considered offensive, at the discretion on the Employer/designee.
- (C) Each employee shall be responsible for the normal cleaning and maintenance of all items in sub-section (A) of this section.

- (D) The City and Union agree that in the event Safety Equipment is subject to contamination or elements detrimental to the safety, health or well-being of fire fighters, the City shall immediately contact the State of Ohio, Industrial Commission for recommendations and abide by those recommendations. In the event that the State of Ohio Industrial Commission is unable to immediately address the problem or make recommendations, the City shall select another source.
- (E) The City upon receiving recommendations shall meet and confer with the Union to discuss these recommendations.

ARTICLE 36 HEALTH AND SAFETY

Section 1. Safety. It is the general purpose of this Agreement that while providing for the operation of services, the City will provide to the most reasonable extent possible, the safest means in which to protect its employees from the elements of this service.

Section 2. Protection, Education, Training & Limitations.

- (A) The City and the Union agree that: When an employee enters the Fire Department, they have the right to expect the Fire Department to continually make the most reasonable effort to protect them from any predictable hazards of the Fire Fighting Profession.
- (B) While the profession of firefighting is inherently dangerous and may result in injury or death to Fire fighters the City and the Union reject the theory that every injury and death is the unavoidable cost of firefighting. While tragedies will continue to occur and Fire Fighters may die protecting the Public, we believe that Fire Fighters' deaths and injuries may be reduced by means of safety education and training.
- (C) The traditional disregard of the Fire Fighter for his own safety in order to rescue persons in imminent danger is commended and extolled; however, that which is praiseworthy where lives are in danger becomes foolhardy and reckless where only property is involved, and must be discouraged.

Section 3. The Employer will make best efforts to provide safe, healthy living spaces in the fire stations for all employees. All employees are responsible for prompt reporting of observed unsafe or unhealthy conditions.

Section 4. In the event an employee has suffered an infestation of his residential property in the course or scope of his employment, the Employer will bear the cost of treatment and removal for the employee's infested property.

ARTICLE 37
SUPPLEMENTAL OFF DUTY TRAINING

Section 1. Supplemental Off Duty Training.

- (A) A Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer is eligible for supplemental off duty training when pre-approved by the Employer and when it is shown that such training will benefit the individual in his/her job and when it is in the best interest of the Fire Department and the City.
- (B) Pre-Approved Supplemental off duty training is training attended or performed over and above or in addition to an employee's regularly assigned workweek.

Section 2. Continuing Education.

- (A) The City shall provide the training mandated by the State to members of the Bargaining Unit over a three (3) year period as measured by the member's certification that is listed below:
 - Fifty-four (54) hours of training for a Fire Fighter 2 certificate.
 - Forty (40) hours of training for the First Responder or better.
 - Thirty (30) hours of training in Fire Safety.
 - Fifty (50) hours (maximum) of training Arson certificate.
- (B) In the event the training is not provided by the City, the City shall reimburse the member for the cost of training fees in addition to the compensation for time spent on training as provided herein. Nothing in this section is intended to require any specific number of hours of training by a member in any one year if it is not provided by the City.

Section 3. Eligibility.

- (A) Application for such supplemental off-duty training shall be made to the Fire Chief and/or Safety Service Director, and written notification shall be made to the employee in a timely manner not to exceed seven (7) days stating whether the request is granted or denied shall be given upon request.
- (B) Training herein shall include, but is not limited to; classes, lectures, seminars, and related duties performed pursuant to such training.

Section 4. Compensation.

- (A) A Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer who is injured or disabled while engaged in training hereunder shall be covered by the full benefits of this contract as if on regular duty.
- (B) Compensation for training hereunder shall be at the appropriate hourly rate.

- (C) The City shall reimburse for mileage at the rate applicable to all other City employees. The City will also have a standard allowance of thirty-five dollars (\$35.00) per day for meals.

ARTICLE 38
DESCRIPTION OF DUTIES – SUPPRESSION

Section 1. Definition. A Lieutenant and Fire Fighter in this class perform various functions under general supervision. A Captain in this class performs various functions under general supervision of the Chief.

- (A) **EMERGENCY PREVENTION:** A Captain, Lieutenant and Fire Fighter shall participate in prevention and inspection activities to better protect lives and property from fire and other emergencies.
- (B) **EMERGENCY RESPONSE:** A Captain, Lieutenant and Fire Fighter are to respond to fire alarms and other emergencies to protect lives and property.
- (C) **OPERATIONAL READINESS:** A Captain, Lieutenant and Fire Fighter shall participate in equipment and quarters maintenance, drills and training sessions dealing with all phases of fire suppression, prevention, inspection, rescue, and emergency, to protect lives and property.
- (D) **PUBLIC SERVICE:** A Captain, Lieutenant and Fire Fighter may be assigned to perform various public and community service activities or assist other City Departments in assignments within the personal experience and qualifications as a fire fighter. A Captain, Lieutenant, and Fire Fighter may be assigned to perform other related tasks consistent with the typical duties of a Captain, Lieutenant, and Fire Fighter.

Section 2. Example of Typical Duties.

- (A) **RELATING TO EMERGENCY RESPONSE:** Responds to fire alarms and extinguishes fire; removes people from danger and administers basic first aid as training, care and circumstances allow; performs salvage operations; responds when required to render assistance on emergency calls such as drowning, accidents, asphyxiation cases etc.; may drive apparatus to scene of fire or other emergency and perform related tasks as required by a particular emergency or by superior officer; may prepare fire apparatus for pumping operations by seeing that hydrant connections are made, may pump water at a designated pressure, and see that suction hose and fire hose are properly located; and shall perform related duties as emergency situations require.
- (B) **RELATING TO OPERATIONAL READINESS:** Cleans and inspects equipment and apparatus after returning from a fire; participates in minor mechanical repairs as required; may make minor repairs and adjustments to fire and emergency equipment; when required inspects pumping equipment, ignition, batteries, brakes and other equipment to see that the apparatus is in good working condition, and notify mechanic and superior

officer of any defect; when required maintains records of apparatus performance, repairs needed and made, and related tasks; when required performs routine preventative maintenance tasks on apparatus and equipment; washes, polishes and services equipment; performs housekeeping duties at the fire station, assists in keeping fire station, equipment and grounds in a clean and orderly condition; attends instruction sessions and drills and may be required to perform instruction if qualified to do so; attends school and other training activities as directed; keeps informed of street closures and fire hydrants out of service; shall be required to acquire and retain a thorough knowledge of the City including streets, buildings, water supply, unusual hazards, and related items.

- (C) EMERGENCY PREVENTION: When required assist in fire cause and fire prevention inspections, participates in general education programs of a preventive nature.
- (D) RELATING TO PUBLIC SERVICE: Performs various public information or education tasks that relate to the fire service; may be assigned to perform instruction, if qualified to do so. May assist other City Departments with special projects related to the field of firefighting and fire prevention.

Section 3. Job Description (Additional).

- (A) LIEUTENANTS: In addition, it shall be the responsibility of a Lieutenant to assist the Platoon Officer in the daily operations of the platoon, carry out instructions pertaining to those operations as ordered by the Platoon Officer for the efficient operation of the Fire Department, upon obtaining proper certification, may be required to conduct In-Company Inspections, may be required to conduct training sessions on his assigned platoon.

Section 3a. Job Description (Additional).

- (A) CAPTAINS: In addition, it shall be the responsibility of Captains to assist the Chief in the daily operations of the Fire Department as it relates to the daily operation of the platoons, carry out instructions pertaining to those operations as ordered by the Chief, upon obtaining proper certification, shall be required to conduct In-Company Inspections, may be required to conduct training sessions on his assigned platoon.

Nothing herein shall prevent the Employer from establishing a Position Description for positions contained herein.

**ARTICLE 39
DESCRIPTION OF DUTIES – NON-SUPPRESSION**

Section 1. Designation by Chief.

- (A) The Fire Prevention Fire Fighter shall be designated by the Chief. He is a member of the Bargaining Unit.

Section 2. Senior Ranking.

- (A) The senior ranking Fire Prevention Officer shall be in command of the Division of Fire Prevention under the supervision of the Chief.

Section 3. Function.

- (A) The function of the Division of Fire Prevention shall be the enforcement of the Federal, State, and Municipal Laws and Ordinances and such regulations under the authority of the Department of Fire pertaining to hazards, the investigation of fires, and the education of the public to the hazards of fires; and the study of the problem of fire waste to effect financial savings to citizens.

Section 4. Establish Rules & Issue Orders.

- (A) Under the Chief, the Fire Prevention Officer shall issue orders and rules relating to hazards to life or for the preservation of safety to life, prevention of fire, fire protection, and fire protection equipment, supervision of places of public assembly such as meetings in halls and auditoriums, dances, hotels, and theaters, athletic assemblies and displays, etc., and shall issue all orders for the elimination of hazards and for the discontinuing or elimination of hazardous practices.

Section 5. Prevention Methods & Education.

- (A) It shall be the duty of the Fire Prevention Officer to study the causes of fires and to prescribe such methods of prevention and rules of practice to accomplish the intent of this section. It shall further be his duty to institute and conduct programs of education to citizens and children in the prevention of fire and to hear complaints of citizens and consider all suggestions.

Section 6. Investigation.

- (A) The Fire Prevention Officer shall investigate all fires of unknown origin, as well as fires reported incendiary, fires in which persons are injured or lives lost and as far as possible he shall determine whether the fire is a result of carelessness, accident, or design. Such investigation shall be begun immediately upon occurrence of the fire or as soon thereafter as is practicable or possible.

Section 7. Directed By Chief.

- (A) The Fire Prevention Officer shall perform such duties and assignments as directed by the Chief of the department.

Section 8. Reporting.

- (A) The Fire Prevention Officer shall submit a monthly and annual report stating the activities of the Division of Fire Prevention.

Section 9. Property & Equipment.

- (A) The Fire Prevention Officer shall be responsible for all property and equipment entrusted to his care.

Section 10. Permits.

- (A) The Fire Prevention Officer shall issue all permits necessary and authorized by law, to assure the prevention of explosions and fire, and the safety of the citizens of the City.

Section 11. Records.

- (A) The Fire Prevention Officer shall keep the following records:
- (1) Complete records of Incendiary fires.
 - (2) A record of all inspections made.
 - (3) A record of all orders served.
 - (4) A record of all permits issued.
 - (5) Any other records necessary for efficient operation of the Division of Fire.

Section 12. Division Assignment.

- (A) The Chief of the department shall make assignments to the Division of Fire Prevention as he deems necessary.

Nothing herein shall prevent the Employer from establishing a Position Description for positions contained herein.

**ARTICLE 40
PREVENTION DIVISION (FIRE)**

Section 1. Establishment of Positions.

- (A) The establishment of a Fire Prevention Division consisting of the following positions.
- (1) One (1) First Grade Fire Fighter (Prevention)
 - (2) One (1) Prevention Officer
- (B) The established Prevention Division shall consist of the following steps within that Division.

- (1) FIRST STEP: First Grade Fire Fighter (Prevention)
 - (a) Must be presently serving in the suppression force.
 - (b) Must have served twenty four (24) months grade as a First Grade Fire Fighter.
 - (c) The Chief shall have the right to fill this position from those eligible.
- (2) SECOND STEP: Prevention Officer
 - (a) This position must be filled by a competitive Civil Service Examination.

Section 2. Promotions and Eligibility.

- (A) Eligibility for testing to Prevention Officer
 - (1) Any First Grade Fire Fighter with at least five (5) years in grade.
 - (2) Any Lieutenant.
 - (3) Any Captain.

Section 3. Suppression and Prevention. Transfer into one from another:

- (A) Any First Grade Fire Fighter, Lieutenant or Captain in Fire Suppression who enters Fire Prevention and so chooses to return to Fire Suppression, must return as a Fire Fighter.
- (B) Any First Grade Fire Fighter (Prevention) or Prevention Officer in Fire Prevention who enters Fire Suppression shall return as a Fire Fighter.
- (C) Any Captain or Lieutenant in Fire Suppression who enters Fire Prevention may return to Fire Suppression within one (1) year (probationary period) without loss of rank.

Section 4. Suppression and Prevention. Testing into one from another:

- (A) PREVENTION TO SUPPRESSION: Any First Grade Fire Fighter (Prevention) or Prevention has the right to test for the position of Lieutenant in Fire Suppression. Individuals in the Fire Prevention Division who test for the position of Lieutenant shall retain their position in Fire Prevention Division until such time as they accept an appointment to the position of Lieutenant.
- (B) SUPPRESSION TO PREVENTION OFFICER: Any First Grade Fire Fighter (with five [5] years in grade), Lieutenant or Captain has the right to test for the position of Prevention Officer. Individuals in Fire Suppression who test for the position of Prevention Officer shall retain their position in Fire Suppression until such time as they accept an appointment to the position of Prevention Officer.

ARTICLE 41 LAY OFFS

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, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Alliance Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a lack of work, lack of funds, or reorganization in the operations of the Employer requires a reduction in force (i.e., layoff or job abolishment), the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction. Upon the request of the Union, the City agrees to discuss, with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 3. Procedure. Whenever the Employer determines that there exists a lack of work or lack of funds, or that a reorganization in the operations of the Employer is necessary, a reduction in force (i.e., layoff or job abolishment) may occur. The Employer shall determine in which classification(s) the layoff or job abolishment will occur. If initiated, such reduction shall occur by classification/rank seniority within the affected classification/rank. The employee with the least amount of classification/rank seniority within the affected classification/rank shall be laid off first or subject to abolishment first. In the event that a layoff occurs among full-time firefighters, as a result of a reduction in force (i.e., layoff or abolishment) in the department, within the affected classification/rank (i.e., firefighter, lieutenant, etc.), the Employer agrees to first layoff all temporary, seasonal, and part-time employees within the affected classification/rank prior to initiating a layoff of regular full-time employees. Departmental and classification/rank seniority are calculated in accordance with Article 16, Seniority.

However, in any situation where a layoff is not made among full-time firefighters or in the instance where a full-time firefighter is to be laid off in connection with the return of another full-time firefighter to active duty from disability status, the Employer shall not be required to first layoff, within the affected classification, all temporary, seasonal, and part-time employees prior to reducing the affected employee within that classification. In all instances bumping rights shall be afforded per Section 4. An employee shall remain on the recall list irrespective of whether he accepts or continues reduced employment with the City.

Section 4. Bumping Rights. An officer residing in a higher classification/rank within the Alliance Fire Department, who is subject to reduction, shall displace the unit member with the least amount of classification/rank seniority residing in a lower classification/rank or status (in the limited circumstances above). An officer residing in the classification/rank immediately above that of firefighter may exercise his departmental seniority, if possible, to displace the unit member with the least amount of departmental seniority.

Section 5. Benefits: A Firefighter who is laid off shall be entitled to be compensated on request for all unused accumulated compensatory time, holiday time, and vacation time at his current rate of pay. At the employee's option, payment will be disbursed in bi-weekly amounts following the date of layoff.

Section 6. Recall Rights. Members on layoff or reduced shall remain on a recall list for three (3) years, and the City shall recall from that list in the reverse order in which members were laid off or reduced, before hiring anyone else in the classification from which members are on layoff. Employees shall be given fourteen (14) calendar days advance notice of recall, and such notice shall be sent to the employee's last address on record via regular U.S. Mail. It shall be the responsibility of the employee(s) to keep the Employer advised of his current address and maintain any required licensure or certification required for his position. During such periods of layoff employees on layoff status will be afforded the opportunity to participate in department provided training that is minimally required to maintain valid licensure status. However, such shall be voluntary, unpaid, and may require the execution of a liability waiver. Employees who fail to return to work with fourteen (14) days of the mailing of the recall notice shall lose all seniority and recall rights. Employees who refuse recall shall lose all seniority and recall rights.

Any employee directly affected by a reduction in force may appeal via the Grievance Procedure up to and including arbitration.

ARTICLE 42 SEVERANCE PAY

Section 1. In addition to other separation pays provided for under this Agreement, a Firefighter who resigns shall be entitled to be compensated for all unused, compensatory time, holiday time, and vacation time at his current rate of pay.

ARTICLE 43 HEALTH INSURANCE BENEFITS

Section 1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same health insurance plan, inclusive of medical, hospitalization, dental, eye-care and prescription coverage (health care), as that provided to non-bargaining unit employees under a group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Until such time as a majority of City bargaining units are participating in the insurance committee, coverage and benefits shall remain comparable to those contained in attachment "A." Contribution rates shall remain unchanged until July 1, 2015. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers while maintaining comparable benefits is a comparable under this section. Once a majority of City bargaining units are participating in the committee, coverage will be determined by the committee and cost containment measures may be adopted by the Employer or the Committee pursuant to the provisions of Section 5 herein.

The City shall notify all bargaining unit members, in writing, within ten (10) business days, of any changes, modifications, adjustments, reclassification, or additions to coverages, deductibles, out-of-pocket amounts, hospital expenses, outpatient services, physician services, prescription coverages, employee contributions, spousal coverage, and so forth.

Section 2. Annual Wellness Screening Program. Commencing in calendar year 2015, the City shall institute an annual wellness screening program that will be offered to all employees and spouses participating in the group health plan made available through the City. The City will determine the manner in which screening is to be accomplished. The wellness screening program will allow each employee to receive a two and one-half percent (2.5%) reduction in their applicable monthly premium for certifying to the City that they and their spouse if applicable have been screened from a health care provider in the following categories: (1) Tobacco Use, (2) Blood Pressure, (3) Cholesterol, (4) Obesity, and (5) Glucose level. The reduction will apply to the first month following the submission of the required verifying documentation to the City. In order to receive this reduction, the employee and his spouse (if applicable) shall be required to complete a City form certifying that the screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the nicotine test. Application of the two and one-half percent (2.5%) reduction will result in the employee base contribution being reduced from ten percent (10%) to seven and one-half percent (7.5%) for 2014. For 2015, the reduction is expressed in the formula contained in Section 4.

Section 3. Tobacco Use Surcharge. Commencing July 1, 2016, the City shall institute a tobacco use surcharge for all employees and spouses participating in the group health plan made available through the City. Under this program employees shall be required to pay a five percent (5%) surcharge in their applicable monthly premium for tobacco use by the employee or the covered spouse if applicable. The surcharge rate is reflected in the base cost sharing formula contained in section 4. In order to avoid the surcharge, an employee and spouse (if applicable) whose tobacco use is not covered in Section 2 shall be required to complete a City form certifying that the tobacco screening has occurred and complete a release that will permit the Employer to verify with the health provider the date/time of the screening and a positive/negative result on the screening test.

Section 4. Cost Sharing. Employees shall be required to share in the cost of health care coverage up to the maximums permitted by the ACA. Effective January 1, 2014, the Employer shall contribute a maximum base amount of the total cost per employee, per coverage type, per month as set forth below, and participating employees shall contribute the minimum base amount as set forth below.

For those Employees Qualifying for Screening Reduction (2.5% reduction)

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$409.33	Single	\$33.19	\$442.52
EE + Child(ren)	\$757.25	EE + Child(ren)	\$61.40	\$818.65
EE + Spouse	\$859.59	EE + Spouse	\$69.70	\$929.29
Family	\$1,330.31	Family	\$107.86	\$1,438.17

Base Contribution Without Surcharge or Incentive

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$398.27	Single	\$44.25	\$442.52
EE + Child(ren)	\$736.79	EE + Child(ren)	\$81.87	\$818.65
EE + Spouse	\$836.36	EE + Spouse	\$92.93	\$929.29
Family	\$1,294.35	Family	\$143.82	\$1,438.17

For Tobacco Users With Screening (5% surcharge less 2.5% credit= 2.5% surcharge)

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$387.21	Single	\$55.32	\$442.52
EE + Child(ren)	\$716.32	EE + Child(ren)	\$102.33	\$818.65
EE + Spouse	\$813.13	EE + Spouse	\$116.16	\$929.29
Family	\$1,258.40	Family	\$179.77	\$1,438.17

For Tobacco Users Without Screening (5% surcharge)

Monthly Maximum January 1, 2014	Employer Contribution	Monthly Minimum January 1, 2014	Employee Contribution	Total Base Contribution 2014
Single	\$376.14	Single	\$66.38	\$442.52
EE + Child(ren)	\$695.85	EE + Child(ren)	\$122.80	\$818.65
EE + Spouse	\$789.90	EE + Spouse	\$139.39	\$929.29
Family	\$1,222.44	Family	\$215.73	\$1,438.17

Note: The Screening Reduction and Surcharge charts will be effective when programs are implemented and employees qualify.

Upon ratification of this agreement, any costs above the cumulative total of the Employer and employee base contribution amounts set forth above shall be paid seventy percent (70%) by the Employer and thirty percent (30%) by the participating employee. In the event that costs for

coverage are reduced below the total base contribution amount, such savings shall be apportioned on the base contribution percentage to the Employer and to the employee. The parties recognize that employee affordability under the ACA will be measured based upon the cost of the bronze (i.e., lowest tier plan being offered) single plan and the employee's household income. Any employee who believes his contribution exceeds the maximum allowable by law may submit a written request for review to the Auditor.

Section 5. Health Care Committee. A health care committee will be created for the purposes of monitoring and supporting the wellness program, and for reviewing usage, studying cost containment programs and options for health plan coverage (medical, hospitalization, dental, eye-care and prescriptions), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The bargaining unit representative on the committee will be compensated for time spent attending committee meetings at his/her regular hourly rate. The committee shall consist of one (1) representative from each of the bargaining units, one (1) non-bargaining unit employee, and a number of management representatives of the Employer equivalent to or less than the total number of City bargaining unit representatives participating in order to allow for an odd number of voting representatives. The health care committee shall have the authority to recommend alterations to the plan and benefit levels and/or recommend adjustments to coverage levels through majority vote. The committee's authority will vest and begin with the 2015 plan year.

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 above the levels set forth in Section 4 of this article to the participating employees; or
- (B) To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on to participating employees; or
- (C) To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan.

Recommendations of the committee shall not result in costs to participating employees exceeding the maximum permitted by the ACA. A valid recommended option of the committee (A, B or C above) will be implemented 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 fails to submit a valid recommendation by sixty (60) days prior to plan renewal for the following plan year, the City may unilaterally select and implement one of the options (A, B or C above).

Section 6. Coverage Coordination. If both spouses are employed by the Employer, they shall be offered one (1) family coverage but they may select the spouse that will make the premium contribution.

Section 7. Spousal Coverage. Spousal coverage will be available, only upon proof that the spouse does not have other medical insurance coverage available to him/her through the spouse's employer. If such coverage is available, the employee's spouse must enroll in at least single coverage from his/her employer and will not be eligible for coverage under the City plan. The employee must notify the Plan Administrator immediately in writing of the commencement of such group health insurance coverage for the spouse. The Employer reserves the right to verify this information at any time. It shall be the employee's responsibility to notify the Employer of any change in spousal coverage or any qualifying event in regard to coverage.

Section 8. Dental Insurance. The City shall maintain and pay the full premium for the current Dental Insurance package for Bargaining Unit members and their families during the term of this Agreement. The City retains the right to change the carrier or network, but not to reduce benefits. Effective January 1, 2019, dental insurance coverage for spouses shall be subject to the Spousal Coverage terms of Section 7 of this Article.

Section 9. Life Insurance. The City will maintain the Bargaining Unit members' life insurance benefit and liability insurance at the same levels as currently exist for the term of the Agreement. The City retains the right to change carriers but will not reduce the benefit levels during the term of this Agreement. The life insurance benefit shall be maintained at \$25,000.00 at the Employer's cost.

Section 10. Health Club Benefit. Bargaining Unit members shall receive the cost of a Health Club Membership (not to exceed the Alliance YMCA Single Adult Membership and Nautilus fees); provided the member uses the membership at least four (4) times per month or fifty-two times per year. If the member has an extended illness or injury that prevents him or her from using this benefit, the member shall provide a doctor's note explaining why the member was unable to use it. If the Bargaining Unit member does not meet the minimum requirement, the member shall lose the benefit for the remainder of this Agreement.

ARTICLE 44 PAID LEGAL HOLIDAYS

Section 1. Schedule Posting.

- (A) By January First (1st) of each year, an annual Paid Legal Holiday Schedule shall be posted at each Fire Station with the dates that said Paid Legal Holidays in Section (2) sub-section (A) of this Article "Paid Legal Holidays Days" shall be observed.

Section 2. Scheduling & Compensation.

- (A) Captains, Lieutenants, Fire Fighters, or Fire Prevention Officers shall receive compensation in pay for the following legal holidays:
- (1) New Year's Day
 - (2) Martin Luther King Day
 - (3) Presidents Day

- (4) Good Friday
- (5) Memorial Day
- (6) Independence Day
- (7) Labor Day
- (8) Veterans Day
- (9) Thanksgiving Day
- (10) Christmas Day
- (11) General Election Day
- (12a) One (1) Personal Holiday consisting of sixteen (16) hours (Captains, Lieutenants, & Firefighters)
- (12b) One Personal Holiday consisting of eight (8) hours (Fire Prevention Officer)

(B) When a Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer has a scheduled day off or is on sick leave, injury on duty leave, or on a paid legal holiday he/she shall be paid in addition to his/her regular salary. The amount determined by the following formula:

$$\text{Holiday Pay} = \frac{\text{Weekly based salary}}{40} \times 8$$

(C) Captains, Lieutenants, and Fire Fighters working 0800 hours until 0000 midnight of a Paid Holiday shall receive sixteen (16) hours of compensation in pay for said Paid Legal Holiday. Compensation in pay shall be paid in addition to above said member's regular salary at the rate determined by the following formula:

$$\text{Holiday Pay} = \frac{\text{Weekly based salary}}{40} \times 16$$

(D) Captains, Lieutenants, and Fire Fighters working 0000 midnight until 0800 hours of said paid hours of compensation in pay for said Paid Legal Holiday Compensation in pay shall be paid in addition to above said member's regular salary at the rate determined by the following formula:

$$\text{Holiday Pay} = \frac{\text{Weekly based salary}}{40} \times 12$$

(E) Captains, Lieutenants, and Fire Fighters not working on said Paid Legal Holiday shall not be entitled to any benefits under sub-section (C) or (D) of this section.

(F) If a Fire Prevention Officer chooses to accumulate time in lieu of Holiday Pay, said employee shall receive eight (8) hours of accumulated time at regular rate of pay per Holiday.

**ARTICLE 45
HOLIDAY ROUTINE**

Section 1. Duties & Limits.

- (A) Holiday routine shall limit duties to emergency and/or public service runs and appearances. Normal scheduled housework of living quarters shall be done. Holiday routine shall be observed on all Paid Legal Holidays and Sundays.
- (B) Holiday routine on Saturdays shall be limited to duties in sub-section (A) and may include doing hose used on emergency and/or public service runs and may include review of Training Procedures if necessary. Additionally, employees may be required to inspect buildings which are not available for inspection Monday through Friday.
- (C) Truck Day that falls on a Paid Legal Holiday shall be moved to another day.

**ARTICLE 46
VACATION**

Section 1. Definition.

- (A) Vacation accumulation shall be based on the schedule established for each department in the City.

Section 2. Employees Hired after April 1, 1985.

- (A) During the first partial calendar year of employment an employee will accumulate vacation time from his/her hire date to December 31st of his/her hire year.
- (B) After January 1st of the following calendar year, the employee shall be entitled to take the pro-rata amount of vacation accumulated during his/her previous partial calendar year of employment.
- (C) During the first full calendar year of employment an employee will then accumulate vacation time to be taken in the following calendar year.
- (D) When an individual's hire date is prior to the 16th day of a month, the individual shall be credited for the full month for vacation purposes; if an individual's hire date is the 16th day of the month or after, the individual shall not receive credit for that month. Credit shall begin on the first day of the next month.
- (E) The purpose of this section is not to represent a Probationary Fire Fighter in this contract, but to consolidate the vacation schedule for the efficient operation of vacations in the Fire Department.

Section 3. Additional Accumulation.

- (A) Vacation shall be accumulated at the higher level for the full calendar year in which an employee becomes eligible for additional vacation. This vacation shall be taken in the next calendar year.
- (B) To establish eligibility for the next highest vacation bracket, an employee must have completed the full calendar year specified in the vacation schedule.

Section 4. Vacation Amount. Vacation for Fire Fighter, Lieutenant, and Captain appointed prior to January 1, 2017, shall be as follows:

After completion of:

less than 1 year: Pro-rated	3 tours
After completion of: 1 full calendar year:	3 tours
After completion of: 2 full calendar years:	5 tours
After completion of: 6 full calendar years:	7 tours
After completion of: 12 full calendar years:	9 tours
After completion of: 17 full calendar years:	11 tours
After completion of: 21 full calendar years:	12 tours

Vacation for Fire Fighter, Lieutenant, and Captain originally appointed on or after January 1, 2017, shall be as follows:

After completion of:

Less than 1 year: Pro-rated:	4 tours
After completion of: 1 full calendar year:	4 tours
After completion of: 6 full calendar years:	6 tours
After completion of: 13 full calendar years:	8 tours
After completion of: 20 full calendar years:	10 tours

- (B) Tours as stated in sub-section (A) of this section shall be twenty-four (24) hour tours, and years as stated shall be calendar years.
- (C) Vacation for Fire Prevention personnel shall be as follows:

After completion of: 2 full calendar years:	10 days
After completion of: 6 full calendar years:	15 days
After completion of: 12 full calendar years:	20 days
After completion of: 17 full calendar years:	25 days
After completion of: 20 full calendar years:	30 days

Vacation for Fire Prevention personnel originally appointed on or after January 1, 2017, shall be as follows:

After completion of:

After completion of: 1 full calendar year:.....80 hours
After completion of: 6 full calendar years:120 hours
After completion of: 13 full calendar years:160 hours
After completion of: 20 full calendar years:200 hours

- (D) Days as stated in sub-section (C) of this section shall be eight (8) hour days and years shall be calendar years.

Section 5. Termination, Annual Accumulation & Use.

- (A) An employee who leaves the employ of the City for any reason will receive vacation pay for any vacation that he/she may have been eligible for if not already taken at the time of termination.
- (B) Absence on account of sickness, injury, or disability in excess of that hereafter authorized for such purpose may, at the request of the employee and within the discretion of the Fire Chief, be charged against vacation leave allowance.
- (C) The department shall keep records of vacation leave allowance for all employees and shall schedule vacation leaves with particular regard to the employee's departmental seniority as it applies to forty (40)-hour employees.
- (D) Vacation time under the provisions of this subsection shall be allowed to carry over from one year to another, not to exceed forty-eight (48) hours for suppression personnel and sixteen (16) for non-suppression personnel. Employees will notify the Chief's office by the second pay of November of each calendar year of their desire to carryover the above hours of vacation.
- (E) Suppression personnel shall be allowed to take a minimum four (4) hours vacation. Vacation applied for in such increments must be taken.
- (F) All employees may elect to be paid at their regular rate for unused vacation without exclusion as to how much vacation can be sold or when.
- (G) Selection of vacation shall be by separate platoon list, with the senior employee on said platoon list selecting first.
- (H) Splitting of vacation shall be allowed, but an employee shall not select his second choice until all other above stated in, Section 5, sub-section (G) have selected their first choice.

- (I) Any employee having service credit with the City prior to the hiring date with the Alliance Fire Department shall have this credit applied to his/her hire anniversary date with the Alliance Fire Department for the purpose of vacation accrual.
- (J) The vacation selection list shall be posted by December 1st and all selections shall be made by December 31st.

Section 6. Sale Unused Vacation.

- (A) Any employee selling any portion of his/her vacation as specified in Section 5, sub-section (F), or who leaves the employment of the City for any reason other than retirement, shall be paid as follows:

Amount = Hourly rate based on a 48 hour work week X unused vacation hours.

Section 7. Banking Vacation.

- (A) After an employee becomes eligible for eleven (11) tours of vacation, he/she may elect to bank up to four (4) tours of vacation per year.
- (B) These tours may be sold anytime during the employees last three (3) years of employment.
- (C) Tours may be sold in accordance with Section 6, sub-section (B).
- (D) Forty (40)-hour employees may bank up to twelve (12) days vacation after becoming eligible for twenty five (25) days vacation.

**ARTICLE 47
SICK LEAVE**

Section 1. Definition.

- (A) Sick leave shall be identified as an absence with pay necessitated by:
 - (1) Illness or injury to the employee;
 - (2) Exposure by the employee to a contagious disease communicable to other employees;
 - (3) Illness, injury, or death in the employee's immediate family;

Section 2. Rate.

- (A) All full time employees shall earn sick leave at the rate of .0575 per each hour of completed service up to a maximum of 143.52 hours per year. For purposes of this Article "hours of completed service" shall mean all hours for which the employee receives pay from the City except when the employee is actually using sick leave.

Section 3. Notification.

- (A) An employee who is to be absent on sick leave shall notify the officer in charge, or if unavailable Central Dispatch, of such absence and the reason therefore at least one (1) hour before the start of his/her work shift.
- (B) An employee returning to work shall notify the officer in charge, or if unavailable Central Dispatch, at least two (2) hours before the start of his/her work shift.

Section 4. Proof.

- (A) Before an absence may be charged against accumulated sick leave, the bargaining unit member must provide proof of illness, injury, or consultations in the form of a written, signed statement, or may require the employee to be examined by a physician designated by the Fire Chief and paid by the Employer.

Section 5. Physician Report.

- (A) In any event, a twenty-four (24) hour employee who is absent for more than two (2) consecutive scheduled tours must supply a physician's report to be eligible for paid sick leave. An eight (8) hour employee who is absent more than three (3) consecutive workdays shall supply the same.
- (B) If the employee fails to submit adequate proof for Section 5 (A) of this section, such leave may be considered an unauthorized leave and discipline may be issued. If the Fire Chief finds that the written statement was falsified, such shall be grounds for dismissal.

Section 6. Return to Duty & Abuse.

- (A) Any abuse of sick leave or the unexplainable patterned use of sick leave shall be sufficient cause for an appropriate form of discipline as may be determined by the Employer.
- (B) The Fire Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined and paid for by the Employer, to establish that he is able to perform his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 7. Immediate Family.

- (A) When the use of sick leave is due to illness or injury in the immediate family, "Immediate Family" shall be defined to only include the employee's:
 - (1) Spouse
 - (2) Children
 - (3) Parents

- (4) Step Children in home
- (5) Mother-in-law
- (6) Father-in-law
- (7) Significant Other
- (8) Minor Children, in the employee's household, for whom the employee is Legal Guardian

For purposes of this section Significant Other shall be defined as an individual with whom the employee has a relationship within a shared household where both parties list the household as their legal residence.

- (B) An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department, providing that his amount of accumulated sick leave shall not exceed the accumulated limit in his new department.
- (C) Unused sick leave shall be accumulated without limit. When sick leave is used, it shall be deducted from an employee's credit on the basis of one (1) hour for each one (1) hour of absence from his/her scheduled duty day.
- (D) Previously accumulated sick leave of an employee who has been separated from City service shall be placed to his/her credit upon re-employment in the City service.

ARTICLE 48 SICK LEAVE BONUS

Section 1. Amounts & Limitations.

- (A) Captains, Lieutenants, and Fire Fighters shall be granted one hundred dollars (\$100.00) of compensation in pay for every three (3) months of prior perfect attendance. The effective date of this sub-section shall start on the first effective day of this Agreement.
- (B) The Fire Prevention Officer shall be granted one hundred dollars (\$100.00) of compensation in pay under sub-section (A) of this section.
- (C) Injury on duty, funeral leave or personal leave shall not be considered as a break in the three (3) month period in sub-section (A) of this section.
- (D) Accumulated time off must be taken within twelve (12) months from the time earned. If not taken within twelve (12) months, the City shall pay the employee for the accumulated sick leave bonus.

ARTICLE 49
SICK TIME BANK

A "Sick Time Bank" shall be established in lieu of a policy that may grant light duty to employees injured off duty.

Contributions: Any member of the union may donate up to forty-eight (48) hours of his or her personal sick time to the bank per year. Donations must be made in writing and must be in blocks of twenty-four (24) hours. The maximum donation may not exceed twenty-four (24) hours per member per year. A donation of sick time shall in no way count against an employee earning their attendance/sick leave use bonus.

Eligibility: Any bargaining unit member that has exhausted their own supply of sick time and is unable or otherwise not assigned to light duty status may apply to receive banked sick time. Eligibility shall not be dependent upon prior donations to said bank.

Determination: The Executive Board of the union shall receive requests for Sick Time Bank usage in writing from the member requesting the time. If the member is for some reason unable to make a request, the union president may submit a request for them. As soon as practical after receiving the request the Executive Board shall determine if the requesting member shall receive banked sick time, and if they are to, how much.

Notification: As soon as practical after the Executive Board makes the determination, they shall notify in writing the Fire Chief and Safety Service Director of the transfer of time from the bank to the requesting employee. The union shall also notify the employee who made the request.

Managerial Immunity: Matters of dispute brought forth by a member who protests the union's decisions and allowances regarding the Sick Time Bank shall NOT be subject to any grievance procedure and the city shall not be held liable in any lawsuit or allegation related to such.

Records Keeping: The City shall maintain records of the donations, uses and current balance of the Sick Time Bank and make the information available to the union as requested.

Any bargaining unit member that has exhausted their own supply of sick time and is unable to return to work or otherwise not assigned to light duty status may apply to receive up to three (3) shifts (72 hours for 24 hour employee and 24 hours for 8 hour employee) from banked sick time. If the employee is still unable to return to duty after three (3) shifts, the employee must exhaust all of his accrued and unused paid leave before he is eligible to apply for additional sick bank time. Eligibility shall not be dependent upon prior contributions to the bank.

Nothing herein shall prevent the Employer from implementing an IDS upon the use of all of the employees paid leave exclusive of time from the sick leave bank.

Sick leave donated to the bank shall be removed from the donating employee's accrued balance and is not eligible for return to the employee.

ARTICLE 50
LEAVE OF ABSENCE AND FAMILY MEDICAL LEAVE ACT

Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law (i.e., Family and Medical Leave Act [FMLA]). Any period of leave (i.e., sick leave, vacation, etc.) due to a qualifying condition under the FMLA shall run concurrent with the employee's entitlement to leave under the Act.

ARTICLE 51
PERSONAL LEAVE

Section 1. Amounts & Limitations.

- (A) All suppression and non-suppression employees may use three (3) eight (8) hour increments each of sick leave annually as personal leave.
- (B) Except for emergencies, seventy-two (72) hours' notice shall be given for a personal leave request. A personal leave request form must be submitted to the Fire Chief or Safety Service Director within said time limit.
- (C) Paid Legal Holidays shall be excluded from use as personal leave.

ARTICLE 52
ACCUMULATED TIME

Section 1. Definition, Amounts & Limitations.

- (A) Compensatory (Accumulated) time shall consist of those hours accumulated in lieu of pay for Overtime.
- (B) Compensatory time may be accumulated up to a total of four hundred eighty (480) hours. Upon reaching the four hundred eighty (480) hour limit the Bargaining Unit Member will either be paid at the appropriate rate for the additional hours of time worked or may use some compensatory time in order to bring the compensatory time accumulated below the four hundred eighty (480) hour limit provided by Federal Law.
- (C) Upon termination of employment, a Bargaining Unit Member shall be paid for his compensatory time at the average regular rate received by such Bargaining Unit Member during the last three (3) years of the Bargaining Unit Member's employment, or the final regular rate received by such Bargaining Unit Member, whichever is higher. Such payments shall be made in two (2) equal installments thirty (30) days and one hundred eighty (150) days following the Bargaining Unit Member's termination.
- (D) All employees may elect to be paid, at the appropriate rate, for unused accumulated time, at any time.

- (E) Compensatory Time earned by an employee shall be utilized in accordance with applicable federal and state laws.
- (F) Compensatory Time will be administered by the City consistent with the Federal Fair Labor Standards Act and other applicable laws.

**ARTICLE 53
BEREAVEMENT LEAVE**

Section 1. Definition, Amounts & Limitations.

- (A) An employee may be off work with pay up to a maximum of two (2) tours for the death of a member of the employee's immediate family charged against accumulated sick leave.

Section 2. Immediate Family:

- (A) Immediate family for Bereavement leave shall be defined as follows:
 - (1) Parents/Step-Parents (including in-laws)
 - (2) Spouse
 - (3) Children/Step-Children (including in-laws)
 - (4) Grandparents/Spousal Grandparents
 - (5) Grandchildren
 - (6) Siblings/Siblings-in-law
 - (7) Minor Children, in the employee's household, for whom the employee is Legal Guardian
 - (8) Significant other

For purposes of this section Significant Other shall be defined as an individual with whom the employee has a relationship within a shared household where both parties list the household as their legal residence.

Section 3. Extended Family.

- (A) An employee may be off duty with pay up to a maximum of one (1) tour charged against accumulated sick leave in the event of death of the employee's Aunt or Uncle and such leave is to be taken on the day of the funeral.

Section 4. Additional Leave.

- (A) The Fire Chief or Safety Service Director may authorize additional sick leave which shall not be unreasonably withheld for an out of state funeral or if special circumstances, such as the need to take care of the business affairs of the deceased, necessitates additional time off.

**ARTICLE 54
TIME OFF LIMITATIONS**

Section 1. Definition, Amounts & Limitations.

- (A) Bargaining Unit employees shall schedule personal leave, accumulated time, vacation, and Union Time in a minimum of four (4) hours with the advance approval of the employee's immediate supervisor.
- (B) Sick leave, other than emergencies, shall be charged a minimum of four (4) hours per event or occurrence.

**ARTICLE 55
LEAVE OF ABSENCE WITHOUT PAY**

An employee who has exhausted all of his available accrued, unused paid leave, may request an unpaid leave of absence, not to exceed one (1) year. The Employer shall have complete and total discretion in evaluating requests for leave under this article. During such leave, the bargaining unit member's seniority shall not be broken and instead tolled, but the member shall cease to accumulate all paid leave and shall be responsible for the full payment of the insurance premium, for that month, for the plan in which he is enrolled. A bargaining unit member who requests and is granted a leave of absence without pay for less than thirty (30) days will be responsible for the payment of the insurance premium for that month(s), in proportion to the number of days of unpaid leave that are requested (i.e., in a thirty [30] day month, with a fifteen [15] day leave without pay request, the employee would pay half of the total insurance premium should he wish to remain in the plan). The employee shall never contribute less than the amount established by the Employer for employee contributions through the operation of this article.

**ARTICLE 56
DRUG TESTING AND DRUG/ALCOHOL SCREENING**

- (A) Drug screening tests may be given to employees to detect the use of illegal drugs or controlled chemical substances. Such testing may be done on a random basis for safety sensitive personnel and CDL holders and as part of reasonable suspicion testing for all employees. If the screening is positive, the employee may be ordered to undergo a confirmatory test which shall be administered by a medical laboratory qualified to administer such tests.
- (B) The bargaining unit member may have a second confirmatory test done at a lab of his choosing, at his expense, provided, however, such tests must be done by a laboratory testing all known drugs subject to abuse, have a sensitivity of at least sixty (60) per cent and a specificity of ninety-nine (99) per cent. This test shall be given the same weight as the two previous tests.

- (C) If both the screening and the confirmatory tests are positive, the City may require the bargaining unit member to participate in a rehabilitation or detoxification program which is covered by the bargaining unit member's health insurance program. A bargaining unit member who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the detoxification program. If no such leave credits are available, such bargaining unit member shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and retest that demonstrates the bargaining unit member is no longer using illegal drugs or abusing controlled substances, the bargaining unit member shall be returned to his position. Such bargaining unit member may be subject to periodic retesting upon his return to his position for a period of one (1) year from the date of his return. Any bargaining unit member 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.
- (D) If the bargaining unit member refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within one (1) year after his return to work upon completion of the program of rehabilitation, such bargaining unit member shall be subject to disciplinary action including removal from office. Except as otherwise provided herein, costs of all drug screening tests, and confirmatory tests shall be borne by the City.
- (E) For the purpose of this article, "periodic" shall mean not more than one time per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use and a bargaining unit member may be tested more frequently during one (1) year period after his return from a rehabilitation or detoxification program.
- (F) For the purposes of implementing the provisions of this article, each bargaining unit member shall execute medical releases in order for the City to obtain the results of the 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 bargaining unit member, 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 bargaining unit member.
- (G) If a bargaining unit member is indicted in connection with drug use or abuse, and is not disciplined or discharged by the employer, the bargaining unit member shall be placed on a leave of absence without pay until resolution of the court proceedings. A bargaining unit member may use accrued vacation or holiday time during such leave. A bargaining unit member found guilty by a court of competent jurisdiction shall be summarily discharged. A bargaining unit member found innocent of the charges shall be paid for all straight time hours and shall have any vacation or holiday time, which was used during such leave, restored to his credit. The bargaining unit member's health insurance premiums will be paid during the leave of absence.

- (H) Notification of Prescription Medications/Narcotics. All personnel operating motor vehicles in the course of their employment with the City, holding CDLs, or occupying safety sensitive positions are required to notify the applicable Department Head and/or Safety-Service Director when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The Medical Review Office shall be a physician designated by the City and having expertise in occupational medicine. In the event a determination has been made that the employee is not fit for duty as a result of a prescribed medication, he shall be permitted to use available sick leave.
- (I) Elevated Testing & Prescription Medications. Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule the employee shall be subject to discipline as a positive test.
- (J) Reasonable Suspicion Testing. All employees may be subject to a fitness for duty evaluation, to include appropriate urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances which are consistent with long or short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:
- (1) Adequate documentation of unsatisfactory work performance from supervisory personnel or on-the-job behavior.
 - (2) Physical signs and symptoms consistent with prohibited substance abuse or alcohol misuse such as slurred speech and body odors.
 - (3) Evidence of manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or prohibited substances.
 - (4) Occurrence of a serious or potentially serious accident that may have been caused by human error.
 - (5) Fights (to mean physical contact), assaults, and flagrant disregard or violation of established safety, security, or other critical operating procedure.

Reasonable suspicion referrals will be made by a supervisor (two [2] when practical) who detects the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to prohibited substance abuse or alcohol misuse.

- (K) Post-Accident and Post-Injury Testing. All employees will be required to undergo urine and breath testing if they are involved in an accident with a City vehicle or injured in the course of their employment. This includes all employees that are on duty in the vehicles and any other whose performance could have contributed to the accident or injury.

Following an accident or injury, the employee will be tested as soon as possible, but not to exceed eight (8) hours for alcohol testing and thirty-two (32) hours for drug testing. Any employee involved in an accident or injury shall remain in paid status and must refrain from alcohol use for eight (8) hours following the accident/injury or until he/she undergoes a post-accident/injury alcohol test. Any employee who is involved in an accident or is injured and fails to timely report the accident or injury without justifiable explanation will be considered to have refused the test and their employment may be terminated.

- (L) Return-to-Duty Testing. All employees who previously tested positive on a drug or alcohol test must test negative (below 0.02 for alcohol) and be evaluated and released to duty by a substance abuse professional before returning to work.

- (M) Follow-up Testing. Employees will be required to undergo frequent unannounced random urine and/or breath testing following their return to duty after a positive test result. The follow-up testing will be performed for a period of one (1) to five (5) years with a minimum of six (6) tests to be performed the first year.

ARTICLE 57 WORK RULES

Section 1. All bargaining unit members shall comply with all departmental rules and regulations, including those work rules relating to conduct and work performance.

Section 2. The Union recognizes that the Employer, consistent with this Agreement and with Chapter 4117 of the Ohio Revised Code, has the right to promulgate and implement new and revised work rules, regulations, and policies and procedures that regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 3. 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 at least seven (7) calendar days prior to implementation unless emergency circumstances exist and, if requested, meet with the Union to discuss the matter.

Section 4. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be modified, maintained, or established that are in violation of any expressed terms or provisions of this Agreement.

Section 5. Notification to Union. The Union and each member shall be supplied with a copy of all work rules and regulations. The Union shall also be supplied with all directives, policy changes and amendments to rules and regulations.

ARTICLE 58 INJURED ON DUTY

Section 1. Definition, Procedure, Amounts & Certification.

(A) Commencing with the date of time lost due to an injury, the City shall pay an employee who may be injured or disabled while in the discharge of his duties, his full regular salary, less applicable deductions for a period of one thousand two hundred forty-eight (1,248) hours, or such part thereof, as the disability may continue. Such disabled or injured employee shall perform duties within the Fire Department other than his regular duties, if he is physically capable of doing so.

(B) Commencing with the date the injury is incurred, the employee shall be paid from accrued sick leave. If the employee is not able to return to work, due to the injury, on the eighth (8th) day of injury, payment shall commence from I.O.D. pay. If the individual is not able to return to work on the fourteenth (14th) day of injury, the sick time for the first seven (7) days shall be restored. Days shall be calendar days.

If an employee has not accumulated seventy two (72) hours of sick leave, and if his disability ends in less than fourteen (14) calendar days, he shall be paid sick leave during the first (1st) week of disability; however, the payment for that week shall be charged against his future accrual of sick leave.

(C) If any employee covered by this Agreement shall be entitled to receive benefits or payments from the Police and Fireman's Disability and Pension Fund or the Public Employee's Retirement System, the foregoing provisions of this article shall not be effective.

(D) Section (A) and (B) above shall not be effective unless the injury is of such severity as to require medical care, and a request for I.O.D. pay shall be made in writing on a form provided by the Safety Service Director, unless an employee is physically unable to do so, and the employee shall also sign a medical release form for records pertaining to this specific injury only.

(E) The employee shall be required to provide a physician's statement verifying the employee's injury. He shall further be required to furnish a physician's statement verifying he is capable of returning to normal or light duty.

- (F) Each employee shall be entitled to a one thousand two hundred forty-eight (1,248) hours per injury on duty. If an employee returns to full duty, the balance of the one thousand two hundred forty-eight (1,248) hours related to that specific injury shall be held in reserve for future aggravation or reoccurrence of that injury.
- (G) The Safety Service Director may, from time to time, require a medical report from the employee's attending physician verifying the disability.
- (H) Sub-section (B) of Section 1 will not apply in the event of aggravation or reoccurrence.

Section 2. Exhaustion of IOD & Workers Compensation.

- (A) Upon the exhaustion of the one thousand two hundred forty-eight (1,248) hour period referenced in Section 1, the injured employee shall have the option of utilizing his/her accrued sick leave and then relying solely on workers' compensation coverage; or, immediately commence receiving workers' compensation coverage. If the employee elects to utilize accrued sick leave, the sick leave hours utilized by the employee shall be reinstated to his/her sick leave balance whenever the injured employee returns to duty. Should the injured employee elect to retire, at any point, under the disability provisions of the Police and Fireman's Disability and Pension Fund, any sick leave hours utilized by the injured employee shall be reinstated to the employee's account for purposes of determining severance pay under this Agreement. Regardless of whether an employee elects to receive workers' compensation coverage or utilize sick leave as a result of an injury, the employee's continuous service and seniority under this Agreement shall continue to accrue. If an employee receives workers' compensation wages and sick leave compensation covering the same period of time, the employee shall reimburse the City for any money received in excess of that which the employee normally would earn for the period.
- (B) An employee shall not be eligible for reimbursement of sick hours in sub-section (A) until such time any moneys collected by the employee from Workers' Compensation while on sick leave has been reimbursed to the City.

**ARTICLE 59
INJURY ON DUTY/LIGHT DUTY**

Section 1. Definition, Limitations, Amounts & Certification.

- (A) Light duty assignment under this section may be granted at the sole discretion of the Fire Chief and/or Safety Service Director. Light duty assignment under this Article may be terminated at any time in the sole discretion of the Fire Chief and/or the Safety-Service Director.
- (B) Members requesting Light Duty for injury on duty shall submit a written request from their physician stating the status of the injury and the estimated length of time the

member is expected to be unable to perform his regular duties and what restrictions there are for working on Light duty.

- (C) When Light Duty for injury on duty is granted a signed physician's report shall be presented to the Fire Chief every thirty (30) days or after the next scheduled appointment by the attending physician, whichever is greatest, containing an update on the information list above in paragraph (B).
- (D) Members on Light Duty for injury on duty shall work the schedule established by the Fire Chief provided it does not cause aggravation to the injury.
- (E) Members on Light Duty for injury on duty shall not be required to do any work that contrary to the restrictions identified by their physician.
- (F) The City shall have the right to end Light Duty for any injury on duty.
- (G) If an employee returns to light duty, the light duty shall not be counted against paid injury-on-duty leave available to the employee.

ARTICLE 60 FITNESS FOR DUTY TESTING

Section 1. Testing of Probationary Employees. The City retains the management right to conduct periodic physical and agility testing, psychological testing, if necessary, and other non-discriminatory job related testing for a probationary fire fighter and require that such tests be taken prior to hiring or prior to the completion of that probationary period. Failure to pass required testing may result in immediate termination without any appeal rights.

Section 2. Testing of Non-Probationary Employees. The City also retains the management right to require an employee to undergo physical and agility testing, psychological and other non-discriminatory job related testing where the City reasonably determines, based upon objective observation or evidence, such testing to be necessary to insure an employee is able to perform the essential job duties of his regular position.

Section 3. Any testing ordered by the Employer to be conducted under this section shall be done on paid time, with the Employer paying all costs associated with the testing.

ARTICLE 61 HOUSE CLEANING

Section 1. Duties, Locations, Limits & Scheduling.

- (A) Duties other than firefighting and fire prevention work shall be limited to the routine daily house cleaning and shall not include wall and ceiling cleaning, cleaning of the secretary's office or the fire prevention office and the lavatories of those offices, or any room that is not available to fire fighters twenty-four (24) hours a day. Windows shall be

done once every month. Annual wall, floor and ceiling washing by Fire Fighters shall be limited to the upstairs living quarters, the Chief's office if requested, lobby, watch office and the apparatus room. Maintenance of the apparatus room shall remain as in the past.

- (B) Captain, lieutenant, and fire fighter duties other than those related to fire suppression and fire prevention shall be limited to daily and annual house cleaning duties of the station living quarters, apparatus, and equipment rooms in accordance with departmental policy approved by the Chief. Housekeeping and/or grounds maintenance employee(s) shall maintain all other areas in accordance with departmental policy approved by the Chief.

Section 2. Lawns, Ice & Snow. Outdoor maintenance: The Fire Fighters shall mow the lawns and remove ice and snow at the Fire Stations.

ARTICLE 62 BEDROOM QUARTERS

Section 1. Assignment, Equipment & Responsibilities.

- (A) Each full time Captain, Lieutenant, and Firefighter of the Fire Department shall be assigned his or her own bed, pillow, one (1) pillow case, two (2) sheets, one (1) blanket and one (1) bed spread.
- (B) It shall be the responsibility of each employee to maintain his or her own pillow case, sheets, blanket, and bed spread.
- (C) It shall be the responsibility of the City to maintain all other items in sub-section (A) of this section.
- (D) It shall be the responsibility of the City to provide a washer, dryer, soap, bleach, and liquid fabric softener in order to facilitate sub-section (B) of this section.

ARTICLE 63 VISITATION & TELEPHONES

Section 1. Visitation.

- (A) All employees shall have the right to receive visitors during duty hours for reasonable periods of time, provided it does not interfere with the efficient operation of the Fire Department.

Section 2. Telephones.

- (A) Non-emergency Fire Department telephones line 821-1213 and 821-4716 shall be answered by the Business Office staff from 0800-1600 hours. When Business Office staff is unavailable, the above telephone lines will be answered by Bargaining Unit members, including non-suppression personnel. This paragraph shall not be construed so

as to authorize the City or the Chief to assign Bargaining Unit members to telephone answering duties on an ongoing basis.

ARTICLE 64 SEPARABILITY

Section 1. Compliance with Law. This Agreement is subject to the laws of the State of Ohio, with respect to the powers, rights, duties and obligation of the City, the Union, and the employees in the Bargaining Unit; and in the event that any provisions of the Agreement shall at any time be held to be the contrary to the law by a Court of competent jurisdiction from whose final judgment or decree no appeals have been taken within the time provided thereof, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall, insofar as possible, continue in full force and effect.

Section 2. In the event that an article and/or section of this Agreement is found to be invalid as provided for in Section A, the parties agree to meet within fourteen (14) days of a request by either party for the purposes of discussing a mutually agreeable alternative replacement provision.

ARTICLE 65 SUCCESSORS & ASSIGNS

Section 1. This Agreement shall be binding upon all private sector entity successors to the Alliance City Fire Department. No provisions, terms or obligations in this Agreement shall be affected, modified, altered, or changed in any respect whatsoever, as a result of the private sector entity succeeding the responsibilities currently performed by the Alliance City Fire Department for the term of the agreement through its expiration.

Section 2. Acknowledgement of Agreement. In the event that it becomes necessary to invoke this language, the City agrees that it will take affirmative action to ensure that this Agreement is presented to any private sector entity successor and that any such successor accepts and executes this Agreement as a condition of its successorship.

ARTICLE 66 DURATION AND EXECUTION

Section 1. Contract Term.

- (A) The term of this Agreement shall be July 1, 2021, through June 30, 2024.
- (B) The City shall provide an electronic copy of this Agreement in Word (.doc) and PDF (.pdf) format to the Union President and in PDF format to every Union member within thirty (30) days of signing same.

ARTICLE 67
POST-LAYOFF TRAINING OPPORTUNITIES

In the interest of providing any laid off member with better opportunities to satisfy continuing education requirements so as to remain qualified upon recall, the parties agree to meet, identify opportunities available for that purpose, and jointly develop a list of those for dissemination to the bargaining. Any member who is recalled and is not current on minimum qualifications for licensure will be given a reasonable opportunity to remedy such deficiency as determined by the Fire Chief.

ARTICLE 68
PROTECTION OF PROPERTY AND SECURITY

Section 1. Lockers Assignment & Access.

- (A) Each Captain, Lieutenant, Fire Fighter, or Fire Prevention Officer shall be assigned a personal clothes locker and food locker which shall be his or her sole responsibility to clean. No other employee of the City of Alliance shall be permitted access to such lockers.
- (B) The City shall be permitted access for inspection. The Employer shall provide written notice to the affected employee within seventy-two (72) hours of the access being made by the Employer and stating the reasons for the access.

ARTICLE 69
RETIREMENT

Section 1. Retirement & Sick Leave Pay.

- (A) Employees who retire according to the rules and regulations established by the applicable retirement board, shall be compensated in a lump sum for that portion of unused sick leave up to the following level:
 - (1) For current employees, all sick leave hours on credit up to a maximum of 960 hours, shall be paid at the employee's hourly rate based on forty (40) hours. If available, an additional six hundred (600) hours maximum, sick leave will be paid at one quarter (1/4) of the employee's hourly rate based on forty (40) hours.
 - (2) Employees hired after January 1, 2003, shall be entitled to a maximum of nine hundred sixty (960) hours or one-fourth (1/4) of all sick leave hours on credit, whichever is less.
 - (3) Employees hired after January 1, 2017, shall be entitled to a maximum of nine hundred sixty (960) hours or one-fourth (1/4) of all sick leave hours on credit, whichever is less, paid at the employee's hourly rate based on forty-eight (48) hours.

- (B) Said lump sum payment shall be calculated on the basis of the employee's above appropriate hourly rate upon retirement multiplied by the number of sick leave hours for which he or she is to be paid. Such lump sum payment is to be made in full on the subsequent payday, following the effective date of retirement.

Section 2. Limitations.

- (A) Employees who have retired and received lump sum payments for sick leave credit as outlined above, shall not, upon re-employment by the City, be eligible for sick leave re-crediting.
- (B) The death of an employee shall be treated as a retirement for the purpose of payment of sick leave lump sum amounts.
- (C) Any sick leave taken for elective surgery or improper use of sick leave in the last three (3) month period immediately preceding retirement shall be deducted hour for hour from the maximum sick leave payable under Section 1 (A) paragraphs (1) and (2) upon retirement.

Section 3. Unused Vacation Sale. For the purpose of an employee retirement year, an employee selling any portion of his/her vacation shall be paid as follows:

$$\text{Amount} = \text{Hourly rate based on a 40 hour work week} \times \text{unused vacation hours.}$$

Section 4. Retroactive Pay for Retirees. Bargaining unit members who officially retire during a period of negotiations extending beyond the term of the collective bargaining agreement shall receive retroactive compensation if such compensation is agreed upon or awarded for the period of that negotiation period that the retired bargaining unit member was employed.

**ARTICLE 70
LEGAL FEES**

Defense and indemnification of employees shall be in accordance with R.C. §2744.07.

**ARTICLE 71
PAST PRACTICES**

Section 1. Past Practices. All terms and other conditions of employment of the bargaining unit, which have existed for a reasonably long time, have occurred repeatedly, have been clear and consistent, and have been known to the Chief, the Employer, and the Local, shall remain in full force, unchanged and unaffected in any manner during the term of this contract. In the event that the Union or the City suggests the existence of a past practice, the party suggesting the existence of the past practice shall be required to demonstrate the existence of that past practice and its elements through clear and convincing evidence.

**ARTICLE 72
NON-DISCRIMINATION**

The City and the Union agree there shall be no unlawful discrimination against any employee because of race, color, sex, religion, disability, national origin, military status, genetic information or non-membership or non-participation in Union activities.

**ARTICLE 73
COMPREHENSIVE MEDICAL EXAM**

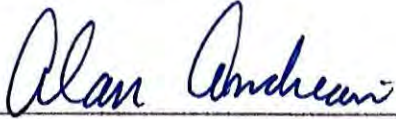
The City shall reimburse bargaining unit members up to once per calendar year the costs of a comprehensive physical examination/scan provided by Life Scan Wellness, 1582, or similar entity providing “one-stop” comprehensive physical exams/scans, not to exceed \$750 per member.

Submission to the comprehensive physical exam/scan referenced in this Article is voluntary. Any examination results are confidential. However, the City may require members to provide a copy of the invoice or billing by the testing entity for the comprehensive physical exam/scan for reimbursement. Further, if the entity notifies the employee that the employee is unable to perform his/her regular duties, the employee will notify the City of such. In such an instance, the City and the Union shall work in good faith on a plan to return the employee to regular duty.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 27th day of July, 2022.

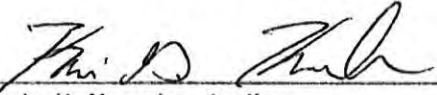
For the City of Alliance



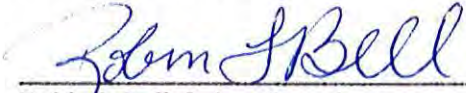
Dr. Alan Andreani, Mayor



Michael Dreger, Safety Service Director

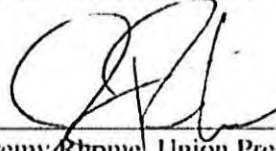


Kevin G. Knowles, Auditor



Robyn L. Bell, Labor Consultant
Clemans, Nelson & Associates, Inc.

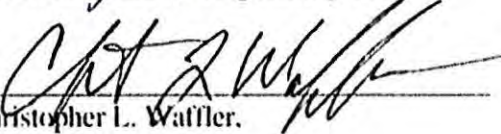
For the IAFF Local 480



Jeremy Rhome, Union President



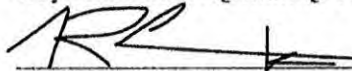
Ted E. Johnson, II, Negotiating Team



Christopher L. Waffler,



Guy Aunfend, Negotiating Team



Ryan Lemmerbrock
Attorney for IAFF Local 480