

**AN AGREEMENT  
BETWEEN  
THE CITY OF OLMSTED FALLS  
AND  
THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS  
LOCAL 2373  
EFFECTIVE: JANUARY 1, 2018  
THROUGH: DECEMBER 31, 2020**

TABLE OF CONTENTS

Article 1 - .....	PREAMBLE	4
Article 2 - .....	PURPOSE AND INTENT	4
Article 3 - .....	DISCRIMINATION	4
Article 4 - .....	TOTAL AGREEMENT	5
Article 5 - .....	UNION BUSINESS	5
Article 6 - .....	NO - STRIKE	5
Article 7 - .....	DUES DEDUCTIONS	6
Article 8 - .....	SENIORITY	6
Article 9 - .....	LAYOFFS	7
Article 10 - .....	JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAMS	7
Article 11 - .....	WORK SCHEDULE - OVERTIME	8
Article 12 - .....	LONGEVITY PAY	10
Article 13 - .....	SHIFT EXCHANGE	10
Article 14 - .....	VEHICLE LIABILITY INSURANCE	10
Article 15 - .....	GENERAL LIABILITY INSURANCE	11
Article 16 - .....	EMPLOYEE EXPENSES (REIMBURSABLE)	11
Article 17 - .....	BASIC HOURLY RATE OF PAY	11
Article 18 - .....	PENSION PICK-UP	12
Article 19 - .....	DEFERRED COMPENSATION	12
Article 20 - .....	PARAMEDIC PAY	12

TABLE OF CONTENTS (Continued)

Article 21 - .....	ARTICLE INTENTIONALLY LEFT BLANK	12
Article 22 - .....	FIRE SAFETY INSPECTOR PAY	12
Article 23 - .....	DEPARTMENTAL MEETINGS	13
Article 24 - .....	COURT APPEARANCES	13
Article 25 - .....	JURY DUTY/WITNESS DUTY	13
Article 26 - .....	CLOTHING ALLOWANCE	14
Article 27 - .....	FUNERAL LEAVE	14
Article 28 - .....	VACATIONS	15
Article 29 - .....	LEAVE OF ABSENCE	16
Article 30 - .....	HOLIDAYS	17
Article 31 - .....	SICK LEAVE	18
Article 32 - .....	UNUSED SICK LEAVE	19
Article 33 - .....	LIFE INSURANCE	19
Article 34 - .....	HEALTH INSURANCE	19
Article 35 - .....	OFF DUTY ASSIGNMENTS	21
Article 36 - .....	GRIEVANCE PROCEDURE	21
Article 37 - .....	ARBITRATION PROCEDURE	23
Article 38 - .....	CITY'S RIGHTS	24
Article 39 - .....	RULES AND REGULATIONS	26
Article 40 - .....	DISCIPLINE AND DISCHARGE	27
Article 41 - .....	SAVINGS CLAUSE	28
Article 42 - .....	HEADINGS	28

TABLE OF CONTENTS (Continued)

Article 43 - .....	GENDER AND PLURAL	28
Article 44 - .....	CONTRACTING OUT	28
Article 45 - .....	EDUCATION	29
Article 46 - .....	BASE PAY SCHEDULE	29
Article 47 - .....	RETROACTIVITY	30
Article 48 - .....	REIMBURSEMENT FOR EDUCATION	30
Article 49 - .....	OFFICER-IN-CHARGE PAY	32
Article 50 - .....	DURATION OF AGREEMENT	32
Article 51 - .....	NO SMOKING	32
Article 52 - .....	COMPENSATORY TIME	33
Article 53 - .....	ELECTRONIC PAGERS	33
Article 54 - .....	RESIDENCY REQUIREMENT	33
Article 55 - .....	LABOR-MANAGEMENT COMMITTEE	33
Article 56 - .....	DRUG TESTING	34
GLOSSARY - DEFINITIONS .....		34
ACCEPTANCE OF AGREEMENT.....		35

**PREAMBLE**

**ARTICLE 1**

This Agreement is hereby entered into by and between the City of Olmsted Falls, hereinafter referred to as “the City,” and the International Association of Firefighters, Local 2373, The Olmsted Falls Professional Firefighters Association, hereinafter referred to as “the Union” as the exclusive bargaining representative for the full-time Firefighters employed by the City, excluding the Fire Chief and Assistant Chief and all other employees.

**PURPOSE AND INTENT**

**ARTICLE 2**

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

- 1) To recognize the legitimate interest of the employees of the City to participate through collective bargaining in the determination of the terms and conditions of their employment;
- 2) To promote fair and reasonable working conditions, so long as it does not compromise City's rights;
- 3) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussions.

**DISCRIMINATION**

**ARTICLE 3**

The Union and the City agree to continue their policy of nondiscrimination by either party as required by applicable law based on sex, race, creed, disability, national origin or age, except insofar as the same is a bonafide occupational qualification or is a detriment to the performance of duties as assigned by management, and so long as such action is constitutional.

The Union agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members of those eligible for membership in the bargaining unit.

The City agrees that there shall be no discrimination, interference, restraint or coercion of the employee for his activity on behalf of, or membership in, the Union.

## **TOTAL AGREEMENT**

### **ARTICLE 4**

This agreement represents the entire agreement between the City and the Union pertaining to wages, hours, terms and other conditions of employment. Unless specifically set forth in the express written provisions of this agreement, all economic and other benefits, previously in effect, shall be discontinued.

## **UNION BUSINESS**

### **ARTICLE 5**

Employees elected or appointed to represent the Union shall be granted time to perform their Union functions free from interference, restraint or coercion on the part of the City. These functions may include, but may not be limited to, attendance at regular and special meetings, conventions, seminars, conferences and, activities related to the Grievance procedure, without loss of pay. Such time off shall be on an exchange basis with another member of the Union and shall be subject to the approval of the Chief.

Two (2) members of the Union negotiating team, or a designated alternate, shall be allowed time off for all meetings which shall be mutually set by the city and the Union for the purposes or negotiations.

The employer agrees that the Union shall be permitted to conduct meetings at the Fire Station provided that the meetings do not interfere with the regular activities of the Department and that attendance at the meetings is that of only the members of the Union and/or officers of the Northern Ohio Firefighters Association of which Local 2373 is a member. Such meetings shall not be used as rallies, political forums or membership drives. Requests for meeting shall be made in writing at least 24 hours prior to its commencement to the City. Approval shall be made in the City's behalf by the Chief of the Department. Approval shall not be unreasonably or arbitrarily withheld.

The Union shall be permitted to post notices and information relative to matters of interest to its members on a Union owned bulletin board located within the Fire Station.

## **NO-STRIKE**

### **ARTICLE 6**

The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance, participate and/or assist in any way, nor shall any member instigate or participate either directly or indirectly, in any illegal strike action, slowdown, walkout, work stoppage, concerted sick leave, blue flu, or other concerted interference with or the withholding of any services affecting the health, safety and welfare of the citizens of the City throughout the duration of this Agreement.

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

The Union shall not be held liable for the unauthorized activity of the employees it represents or its members who are in breach of this Article, provided that the Union meets all of its obligations under this Article.

It is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief. Any violation of this Article is grounds for disciplinary action up to and including discharge. The City shall not lock out any employees for the duration of this Agreement.

## **DUES DEDUCTIONS**

### **ARTICLE 7**

The employer agrees to deduct, once each month, dues, initiation fees and assessments in an amount certified to be correct by the Secretary/Treasurer of the Union, from the pay of those employees who have voluntarily signed dues deduction authorizations permitting such deductions.

A check in the amount of the total deductions withheld from the employees' pay shall be tendered to the Secretary/Treasurer of the Union within the same month deductions have been withheld.

The Union agrees to hold the City safe and harmless from any and all liabilities or damages which may arise from the performance of its obligations as specified in this Article.

## **SENIORITY**

### **ARTICLE 8**

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment. Continuous service shall be broken by only death, resignation, discharge, retirement or leave of absence over six (6) months. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligible on the Civil Service eligibility list. Except for the Fire Department's highest ranking officers (Chief and the Department's second in command, at this time Assistant Chief), who are designated as the Department's executive officers, seniority for all purposes, including, but not limited to; layoffs, choice of vacations and other time off, shall be determined by time of continuous service as calculated above, not by rank or title.

## **LAYOFFS**

### **ARTICLE 9**

When it becomes necessary in the Fire Department through lack of funds, work, or other causes, to reduce the size of the work force, excluding those individuals serving as supervisors who are also not members of the bargaining unit, part-time employees shall be laid off first. Thereafter, layoffs will be occasioned on the basis of seniority, with the least senior employee laid off first.

Recalls from layoffs will be in the inverse order of layoff (last laid off, first recalled). Non-probationary employees shall retain recall rights for a period of one (1) year from the date of layoff.

No new employee will be hired until all laid off employees with recall rights have been given the opportunity to return to work.

In case of recall, the City shall provide notice of recall by registered letter, sent to the last address of record for the employee. The notice shall include the date and time for the employee to return to work, which shall not be less than seven (7) calendar days after the notice is sent.

If the employee does not report for work at the stated time, and has not made other arrangements approved by the City, the employee shall not retain any further rights to recall.

It is the sole responsibility of each employee to keep the City informed of the employee's current address.

## **JOINT OCCUPATIONAL SAFETY AND HEALTH PROGRAM**

### **ARTICLE 10**

It is the desire of the city and the Union to maintain the highest standards of safety and health in the Fire Department in order to eliminate as much as possible, accidents, death, injuries and illness.

Protective devices, wearing apparel and other equipment necessary to properly protect Firefighters shall be provided by the City in keeping with management rights. These devices apparel and equipment shall be inspected on a quarterly basis by two (2) representatives of the Union and the Fire Chief, in order to insure proper maintenance and replacement.

The Union shall designate two (2) representatives who shall, with the assistance of the Fire Chief, make an immediate and detailed investigation into each accident, death, or injury of any of its members.

All reports concerning equipment or wearing apparel, injuries or accidents shall be forwarded to the Safety Director in writing.

## **WORK SCHEDULE-OVERTIME**

### **ARTICLE 11**

Employees of the Fire Department shall be compensated on a “24 hours on/48 hours off” work schedule, divided into A, B and C shifts, with the 48 hour period between such regular Scheduled Work Days considered as off-duty time.

Commencing January 1, 2012, The normal work schedule for all employees covered by this Agreement will average 50.4 hours per week. The normal work schedule will consist of a (30) day work cycle. Work week will be defined as Sunday at 07:00 until Sunday at 07:00 seven (7) days later.

Except otherwise provided herein, Overtime shall be paid for hours worked beyond the regularly Scheduled Work Days at the Overtime Rate. In considering overtime pay, Holidays and Vacation Time, as well as all other approved time off, shall be considered as hours worked, with the exception of Sick and Compensatory Time as described below.

In addition to the above, commencing January 1, 2012, each employee may be given “reduction days,” for the purpose of holding the employee's regular hours of work at 216 in each 30 day work cycle. Each reduction day shall be twenty-four (24) hours in length and shall be scheduled in the same manner as Holidays and Vacation Days.

In the event that an employee is called back to work for an emergency situation, for purposes of insurance coverage, compensation and payroll, the employee is considered on overtime from the time the call was received, whether or not it was the actual time the call was received with the Department, and until such time that he is released from duty by the Officer in Charge.

In the event that an employee is called back for an emergency situation, whether or not such an emergency exists, the employee shall be compensated for a minimum of two (2) hours for each occurrence at the Overtime Rate.

However, in the event that the call back occurs less than one (1) hour prior to his scheduled work shift or scheduled overtime shift, the employee shall be entitled to the Overtime Rate for only that period of time. If an employee is required to stay beyond his 24 hour shift due to an emergency or to cover the station, the time the employee is required to stay shall be paid at the overtime rate.

Scheduled overtime, such as fill in time and hydrant work, shall be voluntary. If unable to obtain coverage Chief can schedule overtime. Overtime as a result of an emergency shall be required if the individual is available and is informed that an emergency exists.

For the purpose of this section, AVAILABLE is further defined to mean that the individual is at his residence or capable of being contacted by a member of his home who has been notified that an emergency exists and/or is able to receive a departmental notification on his

cell phone. If for logistical or other reasons an employee is unable to respond to an emergency, that employee will be considered UNAVAILABLE. Furthermore, an individual's physical capabilities may not be impaired by the use of prescribed medications or influenced by the use of alcohol in order to be available for response. This decision rests solely with the individual alone, but is subject to verification by the City. Such decision shall not be cause for disciplinary action based on failure to respond to such emergency unless it can be verified by the City that these conditions did not exist.

For purposes of this agreement, an emergency includes the definition of emergency as stipulated in the Rules and Regulations.

The Union and the City recognize that an employee's time off duty, away from the operations of the City, is important to maintaining a proper home life.

Therefore, should an employee be contacted by the City or his supervisor at home, either in person or by phone, for matters not essential to the Department's operation or which could be resolved on that employee's next scheduled shift, the employee shall be entitled to pay for a minimum of one (1) hour.

In the event that a supervisor or the city must contact the employee at home in order to provide immediate corrective action as a result of negligence and/or omission on the part of the employee, that employee will not be entitled to compensatory pay.

The City agrees to offer all scheduled overtime shifts to the full-time employees before offering that work to part-time employees (these shifts are known as benefit overtime). However, full-time employees may not receive more than forty percent (40%) of all scheduled overtime available at the time the work schedules are prepared. In exchange for this offer, employees who are contacted at home for this work shall not be entitled to overtime pay for such contact. When working a benefit overtime shift the employee shall not be eligible for Officer-in-Charge pay described in Article 49. Additionally, if an employee chooses to work a Benefit Overtime shift on one of the Holidays listed in Article 30, that employee shall be compensated at the Overtime Rate (time and a half, not double time). However, if an employee is ordered or forced to work a holiday that he is not scheduled for, he shall be compensated at Double Time (per Article 30). If an employee uses Sick Time or Compensatory Time during the same work week, as defined above, as he works scheduled overtime (also know as benefit overtime), the scheduled overtime will be changed to straight time, ie: the "regular rate of pay" as defined in article 17, on an hour for hour basis (Example: If an employee uses four (4) hours Compensatory or Sick Time during the same week that he works twelve (12) hours of benefit overtime, four (4) hours will be paid at straight time rate and eight (8) hours will be paid at overtime rate.) Overtime worked at any other time during the pay cycle shall not be affected by the use of Compensatory or Sick time usage.

In the event an employee is called back to work for an emergency situation, the employee's overtime rate shall be calculated at twice the basic hourly rate (double time).

Overtime, other than that for which an employee is called back to work for an emergency

situation, shall be calculated based on 2620.8 hours, consistent with the Glossary and Definitions attached to and incorporated in this Agreement.

## **LONGEVITY**

### **ARTICLE 12**

Once an employee has completed five (5) years of full-time service with the City, he/she shall receive Longevity Pay.

a) Longevity Pay will be calculated and paid to each eligible employee in a lump sum on the last scheduled payday in November of each year. An employee's Longevity Pay will be equal to .002 multiplied by the number of years of service that he/she will have completed by December 31<sup>st</sup> of the current year, multiplied by that employee's Annual Base Salary. All computations will be computed to two (2) decimal places. Longevity Pay will be added to base pay for calculating overtime rate of pay. Longevity Pay will not exceed **\$1,500.00** per year.

b) The computed longevity amount calculated per employee in Section A will be divided by 2620.8 hours to determine the base hourly rate for overtime computations.

c) If any other City bargaining unit receives a greater benefit than that set forth above, such benefit will apply to this agreement as well.

## **SHIFT EXCHANGE**

### **ARTICLE 13**

A full time employee shall have the privilege of exchanging time with another full time employee. Exchange time shall be done through any form of agreement between the two parties involved and shall not be regulated by the City, nor shall the City mediate disputes arising from the exchange of time.

The City does require that exchanges of duty time nor interfere with the operation of the Department and that all exchange time be approved in advance by the Chief of the Department. Approval shall not be unreasonably or arbitrarily withheld.

Said exchanges shall not involve either employee incurring overtime as a result.

## **VEHICLE LIABILITY INSURANCE**

### **ARTICLE 14**

The City presently provides single limit liability insurance for bodily injury and property covering members of the Department responsible for the operation of the fire apparatus, so long as they are acting within the scope of their duties as employees.

The City shall continue to provide for such insurance so long as this type of coverage is available to the City.

## **GENERAL LIABILITY INSURANCE**

### **ARTICLE 15**

The City shall define and provide for an adequate amount of Malpractice Insurance for each member of the Department certified as an attendant on an emergency rescue vehicle.

The City shall continue to provide for such insurance so long as this type of coverage is available to the City. The City shall provide a current copy of the above-mentioned policies to Local 2373 at any time requested by a member of the Union.

## **EMPLOYEE EXPENSES (REIMBURSABLE)**

### **ARTICLE 16**

Employees who are required by the City to use his/her private vehicle for City business, including schools, seminars, conferences, and other similar requests made through the Department, shall be compensated for such vehicle use at a rate equal to the standard mileage rate for travel in publication 1542, Department of Treasury Internal Service, Per Diem rates. Employees shall itemize the reason, date, time and mileage. If out of town travel is necessary, reasonable expenses such as room, board, meals, etc., will be reimbursed by the City.

In the event that the employee is not required to travel out of town but additional expenses for meals are necessary, these costs will be reimbursed by the City.

Upon completion of an authorized trip or after incurring an authorized expense, an employee shall submit to the Director of Finance within one (1) week of his or her return from the trip, or within one (1) week after incurring the expense, an account of such expenditures on a form provided for by the Director. Trips and expenses shall be authorized in the same manner as requisitions.

## **BASIC HOURLY RATE OF PAY**

### **ARTICLE 17**

The Basic Hourly Rate of pay shall be Annual Salary divided by 2620.8.

Annual Salary is the total combined wage that a Firefighter receives from the Base Pay schedule in Article 46, combined with any Fire Safety Inspector Pay.

The Basic Hourly Rate of pay shall serve as the regular rate of pay.

**PENSION PICK-UP**

**ARTICLE 18**

The City will make available for each employee a “tax saving plan” wherein the City will “pick-up” the employee's contribution to the Police and Fire Disability and Pension Fund prior to calculating withholding taxes, according to IRS and Pension Fund guidelines. Contributions in this “Pension Pick-up” program will be included as part of Annual Salary for the purposes of calculations and shall not otherwise affect the employee's benefits provided elsewhere in this agreement. The City's contribution to the PFDPF will be calculated on the full salary before the “pick-up” is deducted from gross salary.

**DEFERRED COMPENSATION**

**ARTICLE 19**

The City will make available for each employee the option of participating in Ohio Public Employees Deferred Compensation Program and other Deferred Compensation programs which may be available.

**PARAMEDIC PAY**

**ARTICLE 20**

Section 1. As part of the agreement reached in negotiations for the 2000-2002 collective bargaining agreement, the parties agreed to include the former Paramedic Pay of one thousand five hundred dollars (\$1,500.00) under this Article with the Annual Base Pay set forth in Article 46 of this Agreement. Pursuant to that agreement, employees will not receive separate Paramedic Pay as had previously existed.

Section 2. An employee who fails to maintain a Paramedic certification, and whose employment cannot be terminated for such failure, will be assessed a financial penalty of one thousand five hundred dollars and no cents (\$1,500.00). This amount will be deducted from the employee's pay by re-calculating the employee's hourly rate of pay to deduct \$1,500.00 from the annual rate.

**ARTICLE 21**

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**FIRE SAFETY INSPECTOR PAY**

**ARTICLE 22**

Within the Fire Department, there shall be one position, designated by the Chief, known as Fire Safety Inspector. The Designated individual, shall be a member of the bargaining unit, and shall have attained certification and/or registration by competent State or Federal authority

as a Fire Safety Inspector, subsequent to successful completion of an appropriate course of study prerequisite to such certification and/or registration.

This designated employee shall receive an additional \$500 per year, distributed at normal payroll intervals combined together with Base Pay and, if applicable, Paramedic Pay, to arrive at the Fire Safety Inspector's Annual Salary.

## **DEPARTMENTAL MEETINGS/PARAMEDIC EDUCATION**

### **ARTICLE 23**

Members of the bargaining unit are required to attend a minimal amount of Paramedic and/or Firefighter training to maintain required certification. Members of the bargaining unit who attend Paramedic and/or Firefighter training sessions on their off-duty time shall be compensated for education time up to fifty (50) hours per year. Mandatory departmental meetings or education required by the Chief or Assistant Chief shall not be counted against the fifty (50) hours listed above. Members of the bargaining unit who attend training and departmental meetings on off duty time shall be compensated at the Overtime Rate a minimum of two (2) hours. The City shall annually pay (or reimburse) up to \$1,000.00 per employee for the costs of tuition actually required to be paid for such update training for such employee.

## **COURT APPEARANCES**

### **ARTICLE 24**

Any member of the bargaining unit, who is required to appear in Court on behalf of the City where the State or the City is a party and in conjunction with the employee's official job duties, shall be compensated at the Overtime Rate, in the event that such appearance is required other than an employee's regular Scheduled Work Day.

Hours of compensation shall be calculated to the nearest quarter hour and shall be logged with the Dispatcher on duty at the time of any such appearance. If any such employee is called upon to appear on more than one (1) day or, in the event the continuance of any such judicial matter or case requires such employee to appear on more than one (1) occasion, the employee shall be compensated separately for each such appearance.

In addition, such employee shall receive compensation for mileage, station-to-court, at the same rate as quoted in Article 16. No compensation for mileage shall be granted if a City vehicle is used for such Court appearance.

## **JURY DUTY/WITNESS DUTY**

### **ARTICLE 25**

Employees serving jury duty shall be afforded paid leave not to exceed two (2) weeks. Employees will receive their regular base pay and benefits while serving such duty, but must pay

to the City all monies received for such service. If jury duty exceeds two (2) weeks, the employee may appeal to the Mayor for continued paid leave which shall be granted, but only after the employee has unsuccessfully petitioned the Judge in the case to be replaced by an alternate juror and furnished proof of such petition.

For each day the employee serves on jury duty, the employee shall be excused from their entire duty shift.

## **CLOTHING ALLOWANCE**

### **ARTICLE 26**

Commencing January 1, 2012, each employee shall be issued a full uniform as required by departmental rules and regulations upon initial appointment to the department.

Probationary employees terminated or leaving the department for any reason shall return all equipment issued by the department.

Clothing maintenance shall be one thousand dollars (\$1,000.00) per year to be paid \$500.00 to each Firefighter, half on the last pay in January and half on the last pay in July of each year to be paid by separate check.

## **FUNERAL LEAVE**

### **ARTICLE 27**

All employees shall be granted Funeral Leave with pay as follows:

- a) Upon the death of a family member, defined as a brother, sister, aunt, uncle, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law and all such step relations, two (2) shift days;
- b) Upon the death of a spouse, child, mother, father, three (3) shift days;
- c) In addition to, and separate from the foregoing, during an employee's employment with the City, each employee may have up to twenty-four (24) hours off, with pay, for the death of any other family member or friend.

If an employee requests additional time off as the result of a death under subsections (a) or (b) above, the employee may utilize accrued Personal, Holiday and/or Vacation leave, with the prior approval of the Department Head

If any other City bargaining unit receives a greater benefit than that set forth above, such benefit will apply to this agreement as well.

## VACATIONS

### ARTICLE 28

Each employee shall be entitled to an annual, paid vacation according to the following schedule:

<u>YEARS OF SERVICE COMPLETED</u>	<u>SHIFT DAYS OF VACATION</u>
After one (1) year	5
After five (5) years	7
After ten (10) years	10
After 15 (15) years	12
After twenty (20) years	13*

\*Employees with at least twenty (20) years of service as of January 1, 2012 will receive 14 days of Vacation.

Full-time employees shall be awarded and be entitled to paid vacation in accordance with the following schedule: Employees who have worked less than one (1) year for the City shall receive one-half (½) tour for each full month worked, not to exceed five (5) tours in the first full year of employment.

Upon termination of employment, accrued vacation leave shall be paid to the employee. In the event an employee dies, accrued vacation leave shall be paid to the employee's estate. The number of vacation days to which each employee may be entitled during a calendar year shall be posted effective January 1<sup>st</sup> of each year, however, the total number of vacation tours to which an employee is entitled is not due until actually earned by the employee. For example: an employee who was hired on May 1<sup>st</sup> and has completed fifteen (15) years of service with the City is entitled to twelve (12) vacation days during the calendar year, provided the employee is employed through his anniversary date ("anniversary date" is defined as the date of each employee's most recent hire by the City as a firefighter). Thus, although the employee will receive a post of twelve (12) vacation days on January 1<sup>st</sup>, the employee must be employed through his anniversary date in order to earn all twelve (12) vacation days. If the employee leaves the City's employ before his May 1<sup>st</sup> anniversary date, the number of vacation days actually earned will be pro-rated and the employee is entitled to time off or compensation only for the number of days earned during the period from his anniversary date in the preceding year to the date of the termination of his employment. If an employee whose employment is terminated prior to his anniversary date utilizes more vacation than they have earned, the City will charge back any unearned days that were taken by the employee when calculating the employee's final balances.

Vacations may be taken during the calendar year in which they are due and may not be carried over to the next calendar year without specific approval of the City. However, where the employee was not allowed to take his scheduled vacation time due to the specific request of the City, he shall be entitled to take his vacation time in the next calendar year.

Vacations may be taken at any time during the calendar year mutually agreed upon by the employee and his supervisor. All of the days of the vacation are not required to be taken consecutively.

## **LEAVE OF ABSENCE**

### **ARTICLE 29**

a) **FMLA Leave**

All employees in the bargaining unit shall be eligible for leave as provided by the Family and Medical Leave Act (“FMLA”), consistent with the City's policy. Employees who qualify for FMLA leave will be required to use all accrued sick, vacation and holiday leave (in that order) concurrently with FMLA leave. As required by law, such employees shall continue to be covered by the City's health insurance coverage during the time of their FMLA leave, provided that they make their required premium contributions.

b) **Unpaid Leave of Absence**

After exhausting FMLA leave, an employee with at least five (5) years of service with the City may apply in writing to the Mayor, through the Chief, for an unpaid leave of absence not to exceed three (3) months. No compensation shall be paid to, nor fringe benefits accrue on behalf of, a employee on such leave. Employees granted such leave shall notify the Mayor at least thirty (30) days prior to the expiration of such leave of their intention to return to active employment with the City. Failure to provide such written notice shall be just cause for the City to terminate the individual from employment with the City. Employees on leave pursuant to this Section shall not earn or accrue any type of paid leave.

c) **Injury Leave**

If an employee is injured or exposed to a contagious disease while working for the City, they shall be eligible for a paid leave not to exceed ninety (90) calendar days, provided they file and be deemed eligible for workers compensation benefits and assign to the City all monetary benefits for which they are eligible.

If, at the end of the initial ninety (90) calendar day period, an employee remains eligible for workers compensation benefits, their leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar days. If such additional leave is granted, employees must assign to the City all monetary benefits for which they are eligible.

Under this Section, every forty-five (45) calendar days, the City shall have the right to require the employee to submit to an examination by a physician approved and paid for by the City in order to be eligible for continued leave of absence. The City shall compile a list of approved physicians and the employee may select any one (1) physician from that list for the examinations under this Section. Once an employee has selected a physician, the same physician shall conduct all examinations under this Section. The physician's opinion shall govern whether or not the employee is actually disabled, but shall not govern whether the City shall extend the period of leave.

## **HOLIDAYS**

### **ARTICLE 30**

Each employee shall be entitled to five (5) Scheduled Work Days off per year as holiday leave time, to be scheduled at a time mutually agreed upon by the employee and his supervisor.

Employees may take cash in lieu of up to 5 scheduled work days per year as Holiday leave time. Notice must be in writing and submitted to the Chief and Finance Director prior to December 1 of any year and shall be paid on or before the last pay on December 31 of the same year.

Employees shall receive the Overtime Rate for working the following holidays when the holiday is the employee's Scheduled Work Day. For the purposes of this contract the Holiday commences at 0700 of that day and is 24 hours in length.

New Year's Day	Independence Day
Memorial Day	Labor Day
Thanksgiving	Christmas
<b>Martin Luther King, Jr. Day</b>	

When an employee is scheduled off but works the above holidays, he shall be compensated at Double Time.

In addition to the other provisions set forth herein, each employee shall be entitled to two (2) shift days off per year, at a time mutually agreed upon by the employee and his supervisor, which shall be designated as personal leave days. For employees hired after January 1<sup>st</sup>, they will receive one (1) personal day for each complete six (6) month period. Personal Days will be granted upon advance request provided sufficient manpower is available.

Employees may accumulate holiday leave at the rate of one-half (½) day per two (2) month period worked without using any sick leave credit in that period, but no more than three (3) full shift days may be accumulated. Such additional holiday leave may only be taken in full shift days of 24 hours each, at a time mutually agreed upon between the employee and his supervisor. Any fractional time unused at the end of the year, that is less than one (1) full day, shall be reimbursed to the employee by the City in additional salary according to the salary schedule for each employee. All time accumulated and not used by March 15<sup>th</sup> of the following

year, shall be lost to the employee. Upon termination of employment, accrued holiday leave shall be paid to the employee.

For the purposes of determining time worked, Personal time and Earned time shall be treated in the same manner as Holiday time.

In the event an employee dies, accrued holiday leave shall be paid to the employee's estate.

## **SICK LEAVE**

### **ARTICLE 31**

Each employee shall receive 13.20 hours of paid sick leave each month while employed by the City. Such sick leave will be distributed bi-monthly on each scheduled pay day. However, such sick leave shall not be accumulated on overtime hours, but only on regular hours of service. Accumulation of sick leave hours is to be unlimited. Employees must use sick leave, upon the approval of the responsible administrative officer in the employee's department, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which would be communicated to other employees and, to illness, injury or death in the employee's immediate family. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work. However, when sick leave is used for injury received on duty, or exposure to contagious disease from a patient who has received emergency medical treatment which occurs while the employee is on duty, it will not be deducted from the employee's credit so long as the disability time off does not exceed 2620.8 total hours.

The previously accumulated sick leave of an employee who has been separated from the public service may be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service, and further provided that he previously accumulated sick leave was not subject to conversion to a separation payment by the employee's previous employer. To be eligible for such credit, the affected employee shall be required to submit proof deemed acceptable by the City of such employee's previously accumulated but unpaid sick leave balance.

An employee who transfers to this City from a different public agency shall be credited with the unused balance of his accumulated sick leave up to a maximum of 500 hours, provided that the previously accumulated sick leave was not subject to conversion to a separation payment by the employee's previous employer. To be eligible for such a credit, the affected employee shall be required to submit proof deemed acceptable by the City of such employee's previously accumulated but unpaid sick leave balance.

Each department supervisor is authorized to establish and publish regulations concerning sick leave and shall require the employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the

illness shall be required from the attending physician justifying the use of sick leave. Falsification of either a written signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

For the purpose of this Article, the “contagious disease” referred to herein must be a disease recorded in the medical records of the transported patient and further, “contagious disease” is defined as being a disease which is infectious in nature but not including common ailments such as influenza, common cold, etc.

## **UNUSED SICK LEAVE**

### **ARTICLE 32**

An employee whose employment is terminated, for any reason whatsoever, except if the employee is convicted of a felony against the City, after 10 years of service with the City, may elect, at the time of termination, to be paid in cash for forty percent (40%) of unused sick leave credit. Maximum sick leave credit for calculating this article shall be 2620.8 hours. Such payment shall be calculated by multiplying forty percent (40%) of unused sick leave credit hours by the total of the employee's previous year's Annual Salary, and then dividing the resulting product by 2620.8. Such payment shall eliminate all unused sick leave credit accrued by the employee at that time.

In the event an employee dies, accrued sick leave, as calculated herein, shall be paid to the employee's estate at the aforementioned rate, without regard to the employee' length of service.

## **LIFE INSURANCE**

### **ARTICLE 33**

The City shall provide each employee with coverage under an accidental group term life insurance policy underwritten by an insurance carrier of the City's choice as determined from time to time by the City. Such policy shall provide accidental death benefits to the beneficiary or beneficiaries designed by each employee, or to the beneficiaries specified in the conditions of such policy if no beneficiary designation is on file. The amount of such insurance shall be \$25,000. No employee contribution shall be required. In the event the City is unable to obtain coverage for any specific employee or group of employees, such employee or group of employees shall not be entitled to any supplementary reimbursement. The City shall provide a copy of the above policies upon request to any member of Local 2373 who requests it.

## **HEALTH INSURANCE**

### **ARTICLE 34**

The City will provide each employee and their family with coverage under a group health insurance policy, underwritten by an insurance carrier as determined by Council. Said insurance

shall include hospital, surgical, prescription, optical and dental coverage. (City-Sponsored health insurance plan).

Each bargaining unit will appoint one (1) representative by January 15<sup>th</sup> of each year and the City will appoint two (2) Council Members to serve on an Advisory Committee which will be chaired by the Mayor. The objectives of the Advisory Committee shall be to review the City's health care program and make recommendations for health care specifications prior to the time the City advertises for bids, and after bids are received, to review the bids and make a recommendation as to the plan that should be selected by Council at least sixty (60) days prior to the expiration of the existing health care contract(s) and before Council makes its final decision. The goals of the Advisory Committee's recommendation to Council shall be two-fold, both being given equal consideration. The first goal is to minimize the expense to the City of the plan that is to be adopted, and the second is to maintain the level of benefits to the employees when comparing the plan that is to be adopted with the existing plan. Effective January 1, 2015, each employee enrolled in a City-Sponsored Health Insurance Plan shall contribute (13%) per month of the actual cost of their monthly premium charged to the City by its insuring agency, with a maximum contribution of \$200.00 per month. The City will provide the actual cost to each employee in a private manner.

For the first year of this contract, 2018, all health insurance premium costs incurred or paid by either the City or the employees are accepted as payments in full, without recourse.

For the subsequent two (2) years of this contract, beginning with January 1, 2019, each employee enrolled in a city sponsored health insurance plan Option shall contribute fifteen percent (15%) per month of the actual cost of their monthly premium charged to the City by its insuring agency, with a maximum contribution as follows:

- Employee only health insurance plan - \$85.00 per month
- Employee plus spouse health insurance plan - \$180.00 per month
- Employee plus child(ren) health insurance plan – \$150.00 per month
- Employee plus spouse, and child(ren) (family) health insurance plan - \$250.00 per month

Employees who opt out of the entire City Sponsored Health Insurance Plan after January 1, 2019 will be compensated at the rate of \$200.00 per month payment to be paid monthly.

However, an employee who opts out of any specific portion of the City Sponsored Health Insurance Plan, retaining other portions of coverage, will be compensated for the difference between \$200.00 a month and the monthly premium for the specific insurance coverage chosen. For example, if the City's monthly premium for dental and vision coverage totals \$110.00 per month, and an employee opts out of the medical/prescription coverage only, thereby retaining coverage for dental and vision, the employee will receive \$200.00 minus \$110.00, equals \$90.00 per month.

Employees who opt out of the City provided plans must submit to the Finance Director

proof of medical coverage by another plan. The City assumes no liability for health coverage claimed by any employee who opts out of the city provided plan and does not guarantee that the employee's claimed alternative coverage is actually in force and effective.

## **OFF DUTY ASSIGNMENTS**

### **ARTICLE 35**

Bargaining unit Personnel will perform various assignments within the City that are related to a Firefighter's normal duties (i.e. hydrant work, hose testing, etc.), as assigned by the Fire Chief, on off-duty time. All such assignments will be done by no less than two (2) Firefighters using a city owned vehicle. Painting of hydrants can be done by one Firefighter.

An employee's compensation for performing such assignments shall be at the Overtime Rate.

The Fire Chief is authorized to pay a maximum of One Hundred (100) hours overtime per year total, for the performance of such off-duty assignments.

## **GRIEVANCE PROCEDURE**

### **ARTICLE 36**

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

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

a) Grievance - a "grievance shall be defined as a dispute or controversy arising from the application, interpretation or compliance of the specific and express written provisions of this Agreement.

b) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or group of employees with the bargaining unit actually filing a grievance.

c) Days - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

d) Party in Interest - a "party in interest" shall be defined as any employee of the City named as a beneficiary or as an opposing party in the grievance who is not the grievant.

The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure:

a) All grievances shall include the name and position of the aggrieved party; the

identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) All decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) The aggrieved party may choose to be represented by a representative of the IAFF at any step of the Grievance Procedure except at Step 1. However, at Step 1, representation shall only be an officer of Local 2373 who is also a member of the bargaining unit.

d) The existence of the Grievance and Arbitration Procedure shall not be deemed to require any employee to pursue the remedies provided by such procedure and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than provided by the Grievance and Arbitration procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

e) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specific time limits shall be deemed waived and void. If the City fails to reply within the specific time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

f) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

All grievances shall be administered in accordance with the following steps of the Grievance Procedure;

Step 1- In the event an employee feels that he has the basis for a valid grievance, as defined herein, the employee shall notify his immediate supervisor, in writing, within ten (10) days of the occurrence of the facts giving rise to the grievance. The supervisor shall schedule an informal meeting with the employee and his representative, notifying the employee in writing at least 72 hours in advance of the location, time, and date of the meeting, within ten (10) days of the notice from the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. **If the Fire Chief is your direct supervisor proceed directly to Step 2.**

Step 2 - If the dispute is not resolved informally at Step 1, the supervisor shall forward a copy of the grievance, and a written report of his actions at Step 1 to the Chief of the Fire Department or that individual who is acting in that capacity so long as that member is not also a member of the bargaining unit, within ten (10) days of the informal meeting.

The Chief of the Fire Department or the individual acting in that capacity shall schedule a

meeting within ten (10) days after receiving notification of the grievance from the supervisor, with the grievant and/or his representative, notifying the employee in writing at least 72 hours in advance of the location, time, and date of the meeting, to resolve the matter.

The Chief of the Fire Department or the individual acting in that capacity shall notify the grievant and/or his representative in writing of his decision within ten (10) days after the meeting.

Step 3 - Should the grievant not be satisfied with the written decision at the conclusion of Step 2, he may file a written appeal of the decision with a committee composed of the two (2) members of the Safety Committee and the Safety Director.

The appeal shall be filed within ten (10) days from the date of the rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal.

The committee shall convene a hearing within ten (10) days of the receipt of the appeal, notifying the employee in writing at least 72 hours in advance, of the location, time, and date of the meeting. A hearing will be held with the grievant, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The committee shall issue a written decision to the employee and his representative within fifteen (15) days from the date of the hearing. If the decision at Step 3 is unacceptable to the grievant, the matter may be taken to the exclusive final binding arbitration procedure contained in Article 37 of this agreement.

## **ARBITRATION PROCEDURE**

### **ARTICLE 37**

1) If the grievance remains unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within fifteen (15) days after the Step 3 decision is rendered, the Union may submit the grievance to arbitration. Within the next ten (10) day period, the parties will attempt to mutually agree upon an arbitrator. If such agreement is not reached, the Union will promptly request that the Federal Mediation and Conciliation Service send the parties a panel of seven (7) arbitrators from the Greater Cleveland area. The parties will select one (1) arbitrator from the panel by alternate striking of the names. Either party, however, shall have the right to reject the initial panel and request a second panel, from which the arbitrator will be chosen.

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

3) Arbitration proceedings shall not be open to the public

4) The arbitrator shall not decide more than one (1) grievance on the same hearing

day(s), except by mutual written agreement of the parties.

5) The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. In cases of “split awards”, the arbitrator shall have the authority to allocate these costs between parties. All other expenses shall be borne by the party incurring them. The costs of a record, if agreed to by the parties, shall be shared equally by the parties. If one party wants a record and the other does not, the party requesting the record shall pay the cost thereof; provided that if the other party later decides to order a copy, it shall pay 75% of the total cost of the record.

6) The hearings shall be conducted pursuant to the Rules of Arbitration of the American Arbitration Association.

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

8) An employee or City official requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena. The City shall not be obligated to pay for the attendance at the hearing of witnesses or representatives of the Union. However, should an employee be requested to appear at an arbitration hearing while on duty, the employee will be allowed to exchange time with another member of the bargaining unit, without loss of compensation. The employee in attendance at the arbitration proceedings shall make himself available to respond to any major call back of personnel for an emergency. Such call back shall not be cause for the arbitrator to cease hearing the grievance, nor shall it constitute a default on either party's behalf. If necessary, the hearing shall be rescheduled at a time when the employee's testimony can be heard.

Any request made by either party for the attendance of witnesses shall be made in good faith so as not to disrupt the operations of the City or impede the arbitration process.

## **CITY'S RIGHTS**

### **ARTICLE 38**

The Union and the employees covered herein agree that all of the functions, rights, powers, responsibilities and authority of the City in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted or modified by the express written provisions of this Agreement, are and shall remain in full force and effect, exclusively those of the City, excluding those rights which are superseded by this Agreement.

Not by way of limitations of the foregoing subsection, but to indicate the type of matters or rights which belong to and are inherent to the City, the City retains the right to:

- 1) Discharge, discipline, demote or suspend employees with just cause in accordance with Civil Service rules and regulations; hire and transfer employees.
- 2) Determine the number of employees required to be employed or laid off.
- 3) Determine in compliance with the authority of the Civil Service Commission, the qualifications of the employees covered by this Agreement.
- 4) Determine the starting and quitting time and the reasonable number of hours to be worked by the employees in accordance with the Fair Labor Standards Act, so long as this Act is applicable to City Government.
- 5) Determine the work assignments of its employees.
- 6) Determine, in compliance with the authority of the Civil Service Commission, the basis for selection, retention and promotion of employees to or for the occupations not within the bargaining unit established by this Agreement.
- 7) Determine the type of equipment and the nature of work processes.
- 8) Determine the making of technological operations by revising either process or equipment or both.
- 9) Determine work standards and the quality and quantity of work to be produced.
- 10) Select and locate buildings and other facilities.
- 11) Establish, expand, transfer and/or consolidate work processes and facilities.
- 12) Consolidate, merge or otherwise transfer any and all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities or processes of work.
- 13) Terminate or eliminate all or any part of its work or facilities.
- 14) Require physical and psychiatric examination at the direction of the City. Such examination shall be made by a physician designated and paid for by the City, and such right not to be exercised in an arbitrary and capricious manner.
- 15) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the City, standards and services, its overall budget, utilization of technology, and organizational structure.
- 16) Direct, supervise, evaluate or hire employees.

- 17) Maintain and improve the efficiency and effectiveness of governmental operations.
- 18) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted.
- 19) Determine the adequacy of the work force.
- 20) Determine the overall mission of the employer as a unit of government.
- 21) Effectively manage the work force.
- 22) Take actions to carry out the mission of the public employer as a governmental unit.
- 23) The City reserves the right to implement new, or revise existing policies which do not conflict with the express terms of this Agreement.

Notwithstanding §4117.08 of the Ohio Revised Code, the Employer is not required to bargain on any subject - including, but not limited to, those enumerated above - reserved to and retained by the City under this Article. Therefore, the Union agrees that, during the life of this Agreement, the City shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Ohio Revised Code §4117.08(C) or pursuant to this Article of the Agreement.

## **RULES AND REGULATIONS**

### **ARTICLE 39**

In addition to the City's rights stated in Article 38 of this agreement, the Union recognizes that it is the exclusive right of the City to promulgate rules and regulations governing the conduct and operations of the Fire Department and its members to insure the orderly and efficient operations of its day to day functions.

It is imperative that these rules and regulations are current and clearly define what is expected of each employee. In order that these goals are accomplished, the Employer and the Union shall each name three (3) individuals who shall serve on a committee whose purpose it is to review and propose updates and changes to the existing rules and regulations of the Department. The final draft of the proposed rules and regulations will be submitted to the Safety Director and City Council for approval as stipulated in the Codified Ordinances.

Chief or Administrative policies must be presented in writing to each employee and will serve only as a temporary resolution for a period of not more than thirty (30) calendar days. After this period, the author of the policy must submit a copy of such directive to the Rules and Regulations Committee for its consideration to be included in the manual of Rules and Regulations. This policy does not apply to policy changes or guidelines which are necessary for

the smooth and efficient operation of the City and which does not affect or circumvent the intent and/or application of the Rules and Regulations of the Department and this contract.

The application and/or enforcement of the rules and regulations shall be subject to the grievance and arbitration process.

## **DISCIPLINE AND DISCHARGE**

### **ARTICLE 40**

No employee who has successfully completed his/her probationary period will be disciplined, discharged, suspended or demoted without just cause.

The right to representation is not required when the discussion is strictly between the City and the employee and it is not conducted for the purpose of taking or announcing disciplinary action. However, in the course of the discussion, it becomes apparent to the City that disciplinary action could result, the City is required to advise the employee so that the employee may request the presence of a representative before the discussion resumes.

An employee called in for an interview, the purpose of which is to discipline such employee, shall be entitled to a representative of the Union present. Such representation may be an attorney. The employee shall have thirty-six (36) hours to obtain such representation from legal counsel. In the event that the attorney is unavailable in that period of time, the employee shall be entitled to representation by a member of the Union, who must be immediately available at the end of the thirty-six (36) hour time limit.

In either situation, the employee shall have the right to initially brief his representative as to the content and purpose of the interview before its resumption. During the interview, the employee may consult, without restraint by the City, with his representative but under no circumstances will the representative be permitted to answer questions on behalf of the employee nor shall the employee refuse to cooperate in the interview.

Notice of suspension, demotion, discharge or any form of disciplinary action shall be given in writing to the employee as provided in Civil Service rules. The employee and/or his representative shall have the right to request a copy of this Agreement, the manual of Rules and Regulations and the Civil Service rules pertinent to the appeal process available to the employee. The City shall conform to such request immediately.

All disciplinary actions against an employee may be appealed through the grievance and arbitration procedure of this Agreement.

The existence of the Grievance and Arbitration procedure shall not be deemed to require any employee to pursue the remedies provided by such procedure and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than provided by the Grievance and Arbitration procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

## **SAVINGS CLAUSE**

### **ARTICLE 41**

If any provisions of this Agreement, or any application of the provisions of this Agreement, is found contrary to law by a court of competent jurisdiction, or as the result of the action of a competent governmental agency, or otherwise unenforceable, then such provision or provisions shall be inoperative, but the remaining provisions shall remain in effect. In such event, the City and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

## **HEADINGS**

### **ARTICLE 42**

It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said article or affect the interpretation of any such article.

## **GENDER AND PLURAL**

### **ARTICLE 43**

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

## **CONTRACTING OUT**

### **ARTICLE 44**

In addition to the City's rights, stated in Article 38 of this agreement, the Union recognizes the exclusive right of the City to contract out all or portions of the services performed by its employees. In the event that such action is undertaken by the City, the City agrees to conduct a thorough and complete study of the benefits of contracting out for services versus maintaining the services presently provided by the Fire Department. Upon completion of this study, if the City decides to proceed with the intention to contract out the bargaining unit's work and, layoff of personnel is unavoidable, the Union will be immediately notified.

No layoffs will occur for a period of ninety (90) calendar days to allow Union members the opportunity to obtain employment elsewhere.

In the event that an employee is laid off, he/she shall receive the remainder of any holiday, vacation, sick, personal, earned, and compensatory time at the employee's basic hourly rate.

## **EDUCATION**

### **ARTICLE 45**

1) As part of the agreement reached in negotiations for the 2000-2002 collective bargaining agreement, the parties agreed to eliminate the former educational achievement compensation provision as it previously existed.

2) During December of each year of this Agreement, employees will receive a payment equal to the amount received during 1999 under the provisions of the former educational achievement compensation article contained in the 1997-1999 collective bargaining agreement.

3) An employee who is enrolled in a course that will be completed by July 1, 2000 will receive credit and compensation for such course consistent with the provisions of the former educational achievement compensation article in the 1997-1999 collective bargaining agreement. Such compensation will be added to the amount in Section 2 of this Article for future payments under this Article.

4) If an employee wishes to enroll in a course, the employee may request that the City reimburse the cost of the course. The Fire Chief and Safety Director will have sole discretion to determine whether the City will make such reimbursement.

## **BASE PAY SCHEDULE**

### **ARTICLE 46**

All employees shall be paid semi-monthly on the fifteenth day of each month and on the last day of the month. The Finance Director shall determine and make those payroll deductions which are deemed appropriate or which are otherwise authorized and directed by Council. All payroll changes shall be made at a time and in a manner which the Finance Director deems appropriate. When such a pay day falls on a Saturday, Sunday, or a Bank Holiday Monday, the preceding Friday shall be the pay day. In the event that a pay day falls on a Bank Holiday Friday, pay day shall be on the preceding Thursday. Approved overtime shall be paid in the subsequent payroll.

The Basic Hourly Rate of any employee shall be calculated by dividing his/her Annual Salary by 2620.8. Annual Salary is an Employee's Base Pay plus other applicable Paramedic, or Inspector pay.

The Base Pay schedule for employees is as follows: January 1, 2018 - December 31, 2020

<b>Service Year</b>	<b>2017 Annual Salary</b>	<b>0% General Increase, 1-1-2018</b>	<b>2% General Increase 1-1-2019</b>	<b>2% General Increase 1-1-2020</b>
<b>1</b>	<b>\$49,944</b>	<b>\$49,944</b>	<b>\$50,942.88</b>	<b>\$51,961.74</b>
<b>2</b>	<b>\$55,389</b>	<b>\$55,389</b>	<b>\$56,496.78</b>	<b>\$57,626.72</b>
<b>3</b>	<b>\$61,445</b>	<b>\$61,445</b>	<b>\$62,673.90</b>	<b>\$63,927.38</b>
<b>4</b>	<b>\$64,635</b>	<b>\$64,635</b>	<b>\$65,927.70</b>	<b>\$67,246.25</b>
<b>5+</b>	<b>\$67,951</b>	<b>\$67,951</b>	<b>\$69,310.02</b>	<b>\$70,696.22</b>

Two decimal places will be used for all calculations of pay. However, in light of the need to preserve the integrity of the contract language, the annual salaries set forth therein will be used to guide the payroll department in meeting the employees' expectations of annual salary. In the event a discrepancy occurs between the hourly rate as calculated and the annual salary as set forth in the contract, any shortfall to the employee will be made up by the payroll department with a check to be issued to the employee concurrent with the employee's last paycheck of the year.

Checks will be direct deposited as soon as a program can be implemented. Employees may choose any bank, credit union, or savings & loan, to have their account.

**RETROACTIVITY**

**ARTICLE 47**

All wages, benefits and conditions of this Agreement, which become effective after January 1, 2015, will be retroactive to January 1, 2018 upon ratification of this agreement.

**REIMBURSEMENT FOR EDUCATION**

**ARTICLE 48**

A) The City shall provide funds for the education of full-time and permanent employees of the City in order to maintain and improve their required skills, which skills are a condition for their retention as employees of the City. Such funds shall cover all costs incurred, including tuition, fees, instructional material, food, lodging and transportation, and such education shall be subject to the approval of the appropriate department director of the City. Such costs shall be paid as follows:

- 1) One-third of the portion applicable directly to the institution providing the education at the time of such institution requires;

- 2) One-third to the employee upon successful completion of his/her course; and
- 3) The balance to the employee upon the successful completion of his/her probationary period and upon permanent employment.

B) The City shall provide funds for in-service training and job related courses available to further the education of full time permanent employees of the City. Such funds shall cover all costs incurred, including tuition, fees, instructional materials, food, lodging and transportation, and such education shall be subject to the approval of the appropriate department director of the City. The total cost shall be paid directly to the institution providing the education and directly to the employee, as applicable.

C) The City shall provide for one half of the tuition of those courses taken for credit, leading to a degree and successfully completed by a full time, permanent employee enrolled in a course of study, which courses maintain or improve the skills required under such employee's present employment, which skills are required as a condition of his/her retention of employment by the City and which courses are subject to the approval of the appropriate department director of the City.

The City shall pay one half of the tuition directly to the employee upon submission of evidence of his/her successful completion of each course taken for credit. Any employee who chooses to avail himself or herself of this arrangement shall enter into a contract with the Safety Director of the City at the time he/she initially enrolls for the program and before any funds are distributed either to the employee or to the educational institution, which contract shall stipulate that:

- 1) They shall remain an employee of the City for a period of at least five (5) years after the degree toward which they are working has been conferred.
- 2) They shall complete his/her course of study within a period of time equal to two and one half times the length of time customarily established for a full time student to complete the same course of study. (For example: for a two year associate's degree: five years shall be allowed; for a four year bachelor's degree: ten years shall be allowed).
- 3) They will agree to reimburse the City for all of the funds that City has contributed to their and the educational institution, if they fail to remain employed by the City for a period of at least five years after the degree toward which they are working on has been conferred.
- 4) The City shall cease contributing to the tuition for course work taken after the maximum time allowed, if the employee fails to complete their course of study within the allowed period of time.

The Safety Committee shall have the responsibility for determining which in-service

training courses and/or other education courses programs shall qualify for reimbursement in accordance with the provisions of this Article.

### **OFFICER-IN-CHARGE PAY**

#### **ARTICLE 49**

In the absence of the Chief or Assistant Chief, an employee shall be assigned as the officer-in-charge of the shift and shall be required to comply with the duties directed by the Chief. The officer-in-charge shall be paid one (1) additional hour of pay at their regular overtime rate of pay for each twelve (12) hours, after six (6) hours or more spent as officer-in-charge.

### **DURATION OF AGREEMENT**

#### **ARTICLE 50**

This Agreement shall be effective upon ratification and shall remain in full force and effect until December 31, 2020.

1) If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days and not later than sixty (60) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

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

3) This Agreement shall be subject to and subordinate to any present and future Federal or State laws, and the invalidity of any provision of this Agreement by reason of any such existing or future law of rule or regulation shall not affect the validity of the surviving portions. Further, this Section shall not be applied to invalidate any provision where the parties to this Agreement, acting pursuant to Section 4117.10 of the Ohio Revised Code, intentionally negotiated procedures at variance with State law or Civil Service procedures, rules and regulations, with any rule and regulation not to be inconsistent with this Agreement.

### **NO SMOKING**

#### **ARTICLE 51**

All employees shall not smoke or otherwise use tobacco products while on duty.

## **COMPENSATORY TIME**

### **ARTICLE 52**

At the option of each employee, compensatory hours may be accumulated in lieu of compensation. Said hours will be banked at the rate of one and one-half hours of compensatory time for every one hour of overtime worked. Compensatory time may be accumulated in half-hour increments, but shall not be used in increments of less than one (1) hour subject to prior approval of the Fire Chief.

Employees may accumulate compensatory hours during a calendar year without limitation, however, the City will reduce each employee's compensatory time bank to a maximum of ninety-six (96) hours each December 31<sup>st</sup> by paying for all accrued, unused hours in excess of ninety-six (96) hours. Payment will be calculated at the employee's regular rate of pay as of December 31<sup>st</sup>. Such payment will be made on the last regular pay day of January during the following year.

Upon termination of employment, accrued compensatory time shall be paid at the employee's current basic hourly rate.

In the event an employee dies, accrued compensatory time shall be paid to the employee's estate at the employee's regular rate as of the date of death.

## **ELECTRONIC PAGERS**

### **ARTICLE 53**

This article left blank intentionally.

## **RESIDENCY REQUIREMENT**

### **ARTICLE 54**

Employees of the Fire Department will maintain a permanent residence to abide with current Laws of the State of Ohio.

## **LABOR-MANAGEMENT COMMITTEE**

### **ARTICLE 55**

A Labor-Management Committee hereinafter referred to as the "LMC," will be established. Its principle purpose is to create, modify, amend or delete Standard Operating Guidelines (SOGs) that govern the Department. The LMC's overall goal is to establish communication about procedures that provide direction to employees during their daily operations as well as the extraordinary circumstances that occur during emergency operations, keeping in mind that the mission of the Department is to preserve the life, health and safety of the community of and its citizens while providing for the safety of the members of the

Department. One purpose of the LMC is to review SOGs prior to their implementation or revision.

The LMC shall be composed of the Safety Director, Fire Chief, Assistant Chief, and two (2) members of the Bargaining Unit appointed by the President of Local 2373. Two (2) Part-Time Firefighters will also be appointed; one (1) by the Fire Chief and one (1) by the President of Local 2373, provided each appointee has served at least two (2) years as a Part-Time Firefighter for the City.

The LMC shall meet on a needed basis as mutually agreed upon. Both the Labor and Management members may add items to the LMC meeting agendas.

## **DRUG TESTING**

### **ARTICLE 56**

The City and the Union have agreed in principle to adopt a provision requiring that bargaining unit members submit to post-accident, reasonable suspicion and random drug testing. The parties further agree that the drug testing program will provide for an “Employee Assistance Program” for bargaining unit members and that the specific terms of this provision will be negotiated by the parties in accord with a City-wide drug testing policy.

## **GLOSSARY AND DEFINITIONS**

**ANNUAL SALARY** - Total combined wages that includes applicable Base Pay from Article 46 and Inspector Pay from Article 22.

**BASE PAY** - Salary paid to Firefighter/EMT-A from schedule in Article 46, corresponding to individual employee's current year of service.

**BASIC HOURLY RATE** - Is the sum of an employee's Annual Salary and Longevity Pay, divided by 2620.8 hours.

**CALL BACK TIME** - Time in which an employee is summoned back from off-duty to respond to an emergency or to do other work for the department. Call back time is considered overtime, minimum call back time is two hours.

**DOUBLE TIME** - Is the sum of an employee's Annual Salary and Longevity Pay, divided by 1310.4 hours.

**EMT-A** - Emergency Medical Technician - Ambulance. Provides basic level of First Aid, certified by State of Ohio.

**FIRE SAFETY INSPECTOR** - Certification and/or Registration by competent State or Federal authority as a Fire Safety Inspector, subsequent to successful completion of an appropriate course of study. A Fire Safety Inspector will receive \$500.00 added to his Base Pay to calculate

his Annual Salary.

**OVERTIME** - Time worked other than an employee's regularly scheduled shift. Overtime is paid at the Overtime Rate.

**OVERTIME RATE** - Is the sum of one-and-a-half times an employee's Annual Salary and Longevity Pay, divided by 2620.8 hours.

**PARAMEDIC** - Is an EMT that has Paramedic certification from State of Ohio.

**PENSION PICK-UP** - Is a "tax savings plan" wherein the City "picks-up" the employees' contributions to the Police and Fire Disability and Pension Fund (PFDPF), prior to calculating withholding taxes, according to IRS and Pension Fund guidelines. "Picked-up" contributions under this program will be included as part of the employees' Annual Salary for purposes of calculations and will not otherwise affect the employees' benefits provided elsewhere in this agreement. The City's contribution to the PFDPF will continue to be calculated on the employees' full salary, before the "pick-up" portion is deducted from gross salary.

**SCHEDULED WORK DAY** - Firefighters will work a "24 hours on, 48 hours off" work schedule: A, B, & C shifts. They will work a 30-day cycle. Each Firefighter will have only 9 Scheduled Work Days during each 30-day cycle. When a Firefighter's 10<sup>th</sup> A, B, or C shift falls during a 30-day cycle, he may receive a Reduction Day in order to reduce his scheduled hours to a standard 50.4-hour work week (per Fair Labor Standards Act). Firefighters may take a Scheduled Work Day off by using a vacation day, sick leave, holiday leave, personal day, funeral leave, etc.

**TOTAL YEARLY COMPENSATION** - Total of wages and salary as appears on an employee's W-2 form, including "Picked-up" portion of pension contribution.

In witness whereof, the parties hereto have caused this Agreement to be duly executed this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**FOR THE UNION, I.A.F.F., Local 2373**

**FOR THE CITY OF OLMSTED FALLS**

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**APPROVED AS TO FORM:**

Clerk of Council

\_\_\_\_\_  
Law Director