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AN AGREEMENT

BETWEEN

THE CITY OF ROCKY RIVER

AND

ROCKY RIVER FIRE FIGHTERS, LOCAL #659
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
NORTHERN OHIO FIRE FIGHTERS

2009 - 2011

City of Rocky River
Rocky River Fire Fighters Association

2009 – 2011

Preamble	4
Article 1 Management Rights	5
Article 2 Recognition.....	6
Article 3 Discrimination	6
Article 4 Dues Check-Off.....	6
Article 5 Union Security	6
Religious Objection Provision.....	6
Article 6 Union Business and Activities (A), (B), (C), (D)	7
Article 7 Definition of Seniority.....	7
Article 8 Personnel Reductions (A), (B).....	7
Article 9 Promotions.....	8
Article 10 Discipline and Discharge.....	8
Article 11A Labor Management Committee and Procedures.....	8
B Grievance Procedure.....	9
Article 12 Contracting Out	11
Article 13 Hours.....	11
B Shift Exchange.....	11
Article 14 Job Description	12
Article 15A Salaries, Hourly Rates and Overtime.....	13
B Overtime	14
C In Service Schools	14
Article 16 Uniform Allowance	15
Article 17 Vacation Leave	15
Article 18 Holidays.....	17
Article 19 Kelly Days	17
Article 20 Job Related Medical Leave of Absence.....	17
Article 21 Sick Leave	19
21A Sick Leave Donation.....	20
Article 22A Military Leave	20
B Jury Duty	20
C Court Leave.....	20
Article 23A Educational Differential.....	21
B Tuition Reimbursement.....	21
Article 24 Longevity.....	21
Article 25A Pension.....	23
B Pension Pick-Up Program.....	23
Article 26 Health-Benefits	23
Article 27 Life Insurance	24
Article 28 Printing and Supplying Agreement	25

Article 29	Compensation at Resignation, Dismissal, Retirement, Layoff or Death.....	25
Article 30	Liability Insurance.....	25
Article 31	Duration of Agreement.....	25
Article 32	Appendices and Amendments.....	25
Article 33	Savings Clause.....	25
Article 34	Minimum Work Force.....	26
Article 35	Fire Prevention Officer.....	26
Article 36	Funeral Leave.....	26
Article 37	Employee Handbook.....	26
Article 38	Performance Development Program.....	26
Article 39	Direct Deposit.....	26
Article 40	Substance Abuse Policy.....	27
	Signature Page.....	28

EXHIBITS ATTACHED TO AGREEMENT

Exhibit A, Article 29, R.R.C.O. 153.05, Ord. No. 150-97.....	25
Exhibit B, Article 13, R.R.C.O. 141.02(a), Ord. No. 2314.....	11
Exhibit C, Article 17, R.R.C.O. 153.10, Ord. No. 43-97, Ord. No. 182-02.....	16
Exhibit D, Article 18, R.R.C.O. 153.063, Ord. No. 41-97.....	17
Exhibit E, Article 21, R.R.C.O. 153.04, Ord. No. 149-97.....	20
Exhibit F, Article 23, R.R.C.O. 153.14, Ord. No. 7-94.....	21
Exhibit H, Article 27, R.R.C.O. 153.16(b), Ord. No. 107-88.....	24
Exhibit G, Article 39, Direct Deposit Authorization Form.....	27

PREAMBLE

This Agreement is entered into by and between the City of Rocky River, an Ohio Municipal Corporation, 21012 Hilliard Boulevard, Rocky River, Ohio, hereinafter referred to as "Employer", and Rocky River Fire Fighters Association, Local #659, of International Association of Fire Fighters, Northern Ohio Firefighters, 21012 Hilliard Boulevard, Rocky River, Ohio, hereinafter referred to as "Union". It is the purpose of this Agreement to establish proper standards of wages, hours and other conditions of employment and to assure the rights of both employees and the City of Rocky River, representing its citizens.

ARTICLE 1. MANAGEMENT RIGHTS

1. All matters pertaining to wages, hours or terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement are subject to collective bargaining between the public Employer and the exclusive representative, except as otherwise specified.
2. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.
3. Unless a public Employer agrees otherwise in a collective bargaining agreement, nothing in Chapter 4117 of the Revised Code impairs the rights and responsibility of each public Employer to:
 - A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
 - B. Direct, supervise, evaluate and hire employees;
 - C. Maintain and improve the efficiency and effectiveness of governmental operations;
 - D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
 - E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
 - F. Determine adequacy of the work force;
 - G. Determine the overall mission of the Employer as a unit of government;
 - H. Effectively manage the work force;
 - I. Take actions to carry out the mission of the public Employer as a governmental unit.

- J. To promulgate and enforce reasonable employment rules and regulations.
- K.
 1. To select and locate buildings and other facilities;
 2. To establish, expand, transfer and/or consolidate work processes and facilities;

3. The right to consolidate, merge, or otherwise transfer any or 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, processes of work;
4. The right to terminate or eliminate all or any part of its work or facilities.

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

ARTICLE 2. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Fire Division except the Chief.

ARTICLE 3. NON-DISCRIMINATION

The parties to this Agreement agree not to discriminate against any employee because of race, color, religion, sex, military status, national origin, disability, age, ancestry or any other legally protected status.

ARTICLE 4. DUES CHECK-OFF

The Employer agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Secretary-Treasurer of the Local Union from the pay of those employees who individually request in writing that such deducts be made. The total amount of deducts shall be remitted each month by the Employer to the Treasurer of the Union.

ARTICLE 5. UNION SECURITY

The Employer agrees to require of any employee of the Fire Division, who is not a member of the Union, as a condition of employment, to pay to the Union by way of payroll deduction, a fair share fee as determined by the Secretary-Treasurer of the Union but not to exceed the initiation fees, and/or assessments paid by Union members.

Religious Objection Provision: Any individual employee objecting to union dues based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, will require such employee to inform the Employer and the Union of his objection. The employee will meet with representatives of the Union and establish a monetary contribution equivalent to his fair share of union membership dues, initiation fees and assessments to a non-religious charity subject to the provisions as set forth in

Ohio Revised Code Section 4117.09. The employee shall designate where said contribution shall be made by the Employer.

Employees who fail to meet the requirement of this Article may be subject to discharge.

ARTICLE 6(A). UNION BUSINESS AND ACTIVITIES

Any member of the Union Negotiating Team shall be allowed to attend meetings while on duty provided such meetings are mutually agreed to by the Employer and the Union. Employees elected or appointed to represent the Union shall be granted time to perform their union functions including but not limited to, attendance at regular and special meetings, conventions, seminars, conferences and activities related to grievance procedures, subject to emergency manning policies as determined by the Director of Public Safety-Service, and so long as there is no additional cost incurred by the City of Rocky River. The Union will be credited with seventy-two (72) hours annually of union business time not to be carried over into succeeding years.

ARTICLE 6(B). UNION BUSINESS AND ACTIVITIES

There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

ARTICLE 6(C). UNION BUSINESS AND ACTIVITIES

The Employer agrees that the Union shall be allowed to hold meetings at the fire house as long as the meetings do not interfere with the regular activities of the Fire Division.

ARTICLE 6(D). UNION BUSINESS AND ACTIVITIES

The Employer shall provide space on bulletin boards for the use by the Union for legitimate Union activity in the fire house at convenient locations, accessible to employees.

ARTICLE 7. DEFINITION OF SENIORITY

Seniority shall be determined by continuous service in the Fire Division calculated from the date of employment with such date of employment to be the first date worked. Continuous service shall be broken only by resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking eligibility on the Civil Service Eligibility List.

ARTICLE 8(A). PERSONNEL REDUCTIONS

Personnel reductions shall be in conformance with Section 124.37 of the Ohio Revised Code including the three year recall time period provided by said section. If the position is above rank of firefighter, the youngest officer in point of service in such rank shall be

demoted to the next lower rank and the youngest officer in point of service in such lower rank shall be demoted, and so on down until the youngest person in point of service in the rank of firefighter has been reached and he shall be laid off. When an abolished firefighter's position is re-established, the person laid off who has the highest seniority shall be entitled to that position. If a promoted position is abolished then re-established, the person who held that position shall be entitled to that position. For the purpose of personnel reduction, "rank" shall be defined as Captain, Lieutenant, and Firefighter. All employees who have been selected for recall shall have thirty (30) days to report for duty. Those who fail to report for duty within said thirty (30) day period shall be terminated. No new employees shall be hired until all laid off employees have been given opportunity to return to work.

ARTICLE 8(B). PERSONNEL REDUCTIONS

In the event of a temporary layoff, death benefits will be continued to the end of the month immediately following the policy month in which said layoff takes place.

ARTICLE 9. PROMOTIONS

All promotions shall be made in accordance with Civil Service laws and rules of the State of Ohio as last amended.

ARTICLE 10. DISCIPLINE AND DISCHARGE

No employee shall be disciplined or discharged without just cause. All disciplinary actions, including discharge shall be as prescribed by the Civil Service Code of the State of Ohio. The Director of Public Safety-Service shall make and/or approve all reductions and suspensions in said Division. The employee so affected by reductions and/or suspensions shall have the right to appeal said penalty to the Mayor. In addition, in the case of any reductions and/or suspensions of more than three (3) working days, or removal, the appointing authority shall furnish such employee with a copy of the order of reduction and/or suspension or removal, which order shall state the reason(s) therefore. Such order shall be filed with the Civil Service Commission. For the purpose of determining penalty for only those employees assigned to platoon duty of the Fire Division, a working day will consist of 11.2 hours.

ARTICLE 11(A). LABOR MANAGEMENT COMMITTEE AND PROCEDURES

The Labor Management Committee shall consist of three (3) representatives of the Fire Division Union and three (3) representatives appointed by the Mayor of the City of Rocky River, which may include the Mayor. Said committee shall meet and recommend procedures in handling matters of employee grievances, rules and regulations, and items of safety, health and welfare of the employees. Said committee shall meet on a quarterly basis, or as needed.

ARTICLE 11(B). GRIEVANCE PROCEDURE

A grievance shall be defined as an unresolved question or dispute regarding wages, hours, terms and conditions of employment, including unsafe, unhealthy, arbitrary, or inconsistent working conditions, unresolved questions or disputes concerning the interpretation and application of this Agreement and disciplinary actions resulting in more than an oral reprimand.

Every employee shall have the right to present grievances and have them adjusted, without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the terms of this Agreement while it is in effect and as long as the Union and its representatives are notified and have the opportunity to be present at every hearing beyond Step 1.

The Union, its representatives and an employee represented by the Union may initiate a grievance and may be present and have a voice at each of the following Steps.

Should a grievance arise which is of grave importance as regards the health and safety of any member, all preliminary steps to this agreement may be waived and an immediate meeting of all parties called.

PROCEDURE.

STEP 1. An employee having an individual grievance will first attempt to resolve it informally with his immediate supervisor. Such attempt at informal resolution shall be made by the employee-grievant within ten (10) calendar days following the events or circumstances giving rise to the grievance or when first known by the employee-grievant. Grievances brought to the attention of the Supervisor (except as otherwise provided herein) beyond the ten (10) day limit shall not be considered. At this Step, there is no requirement that the grievance be submitted or responded to in writing. A Grievance Representative may accompany the grievant should the latter request his attendance. Immediate supervisors shall consult their respective shift commanders when responding at this Step. If the employee is not satisfied with the oral response from his immediate supervisor, which shall be given within seven calendar days after the submission of the grievance, he may pursue the formal steps which follow. Before a grievance and proposed solution is placed in writing pursuant to Step 2, such grievance shall be screened by the Grievance Chairman, or appropriate alternate. An employee who is not satisfied with the response at Step 1 and who wishes to be represented by the Union shall consult with the Grievance Chairman before proceeding at Step 2.

STEP 2. -Should the employee-grievant not be satisfied with the response in Step 1, then within seven (7) calendar days thereafter he may appeal the grievance by delivering a copy of the Grievance form to the Office of the Chief of Fire. The Chief shall date the form, showing the date received.

Within seven (7) calendar days after receipt of the Grievance Form, the Chief or his designated representative for this purpose shall investigate the grievance, and shall conduct a meeting to hear a full explanation of the grievance and the material facts related thereto.

Within seven (7) calendar days of the aforementioned meeting, the Chief shall submit his written response to the grievant with a copy to the Grievance Chairman.

STEP 3. Should the employee-grievant not be satisfied with the answer in Step 2 he may, within seven (7) calendar days thereafter appeal the grievance by delivering a copy of the Grievance Form, containing the written responses at the prior Steps and any other pertinent documents, to the office of the Director of Public Safety-Service. The Director shall date the form, showing the date received.

Within seven (7) calendar days of his receipt of the Grievance Form, the Director shall investigate the grievance, and shall conduct a meeting to discuss the grievance. The Grievance Chairman may be accompanied by the employee-grievant and the appropriate Grievance Representative.

In the meeting called for at this Step, the Director of Public Safety-Service shall hear a full explanation of the grievance and the facts relating thereto.

Within seven (7) calendar days of the aforementioned meeting, the Director shall submit his written response to the grievant with a copy to the Grievance Chairman.

STEP 4. If the grievance is not satisfactorily settled at Step 3, the Union may, within ten (10) calendar days after receipt of the answer, submit the grievance to arbitration. The parties shall, within seven (7) calendar days, meet to attempt to agree upon an impartial arbitrator. If the parties are unable to agree upon an arbitrator, the Employer shall notify the American Arbitration Association to submit a panel of seven (7) arbitrators and the arbitrator shall then be chosen in accordance with the Association's then applicable rules. The fees and expenses of the arbitrator shall be borne by the losing party, unless the parties agree otherwise. Furthermore, the aggrieved employee, the appropriate Union Representative and any witness(es) shall not lose any regular straight time pay for scheduled work days as required by the arbitrator while attending the arbitration proceedings.

In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as defined herein. In reaching his decision, the arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case. The arbitrator's decision shall be final and binding on all parties.

All pre-arbitration grievance settlements reached between the Employer and the Union shall be final, conclusive and binding on the Employer, the Union and the employees

provided, that a grievance may be withdrawn by the Union at any time and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

The time limits set forth in the grievance procedure may be extended by mutual written agreement of the Employer and the Union.

ARTICLE 12. CONTRACTING OUT

The Employer shall not contract out fire fighting and paramedic services which are currently being performed by the bargaining unit, for the duration of this Agreement, without good faith negotiations with the bargaining unit of said Division.

ARTICLE 13. HOURS

In accordance with the provisions of the Ohio Revised Code Section 4115.02, the Fire Chief is hereby authorized and directed to divide the uniform force of the Fire Division into three (3) platoons and operate such Division as a three (3) platoon system by, and at all times, keeping one platoon on duty twenty-four consecutive hours, after which the platoon so serving shall be allowed to remain off duty for at least forty-eight consecutive hours, except in the cases of extraordinary emergency and as further described in Article 13(B). However, all officers and members of the Fire Division, who are assigned or perform duties other than that of Firefighters and whose work does not require them to be on duty continuously for a platoon period, shall not be required to work more than forty hours in any one week. The schedule of work of such Fire Division employees shall be so arranged that such officers and members shall not be required to work more than eight (8) consecutive hours in a twenty-four (24) hour period and so that no more than forty (40) hours shall be worked within five (5) consecutive twenty-four (24) hour periods, except in cases of extraordinary emergency.

The twenty-four hour shifts shall commence at 0830 hours and continue throughout 0830 hours the following day.

The above as prescribed by Codified Ordinance 141.02(a) of the City of Rocky River, attached hereto as Exhibit "B".

ARTICLE 13(B). HOURS – SHIFT EXCHANGE

Employees shall have the right to exchange hours when said change does not, in the opinion of the Shift Commanders, interfere with the operation of the Fire Division. All said changes are subject to the approval of the Chief of the Division. No overtime shall be allowed and no additional cost is to be incurred by the City of Rocky River as a result of this change.

ARTICLE 14. JOB DESCRIPTION

SCOPE

Under supervision, a Firefighter is required to perform a wide variety of duties related to and including fighting fires. A Firefighter is required to work with people in a variety of situations. He is required to work with a wide range of tools and equipment. A Paramedic Firefighter must be proficient in technical procedures concerning fire fighting methods as well as medical life saving techniques, including but not limited to C.P.R., Cardiology, IV Therapy, medication administration. He is required to expend all reasonable effort in the saving and preserving of lives and the protection of property at all times, even under extremely hazardous conditions.

TYPICAL FUNCTIONS, ACTIVITIES AND DUTIES OF A FIREFIGHTER AND/OR FIREFIGHTER/PARAMEDIC INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

1. Holds a valid vehicle operators license. Drives and operates a wide variety of mobile units such as pumpers, aerial ladders, rescue squad, ambulances, special units and watercraft in training, emergency and routine situations.
2. Connects and lays hoses of various sizes, calculates proper engine pressure, operates and directs nozzles; raises, climbs and works from roofing ladders, straight ladders, folding ladders and extension ladders; and overhauls structures using axes, pry bars, wrecking bars, pike poles and sledges to put out fires.
3. Operates portable generators, exhaust fans, self-contained masks, power saws, radiological monitoring kits, explosimeters, foam generator, cutting torches and other specialized equipment in emergency situations and in training.
4. Perform salvage operations before, after and during fire-fighting situations, using protective tarps, squeegees, roofing paper, plastic, wood and brooms to preserve, clean and protect belongings and property.
5. Learns and applies knowledge of extinguishing agents and of liquids, solids and gases in relation to them being flammable, explosive, toxic, soluble or radioactive.
6. Inspects residential, commercial, industrial and public facilities for fire prevention, district familiarization and hazard familiarization including fire extinguisher checks, water supply, utility connections, evacuation operations, structural oddities, location of flammable or dangerous materials, sprinkler and alarm operations and general housekeeping.
7. For periods of several hours and in the confinement of a fire station, remain on standby, living and training with co-workers and officers while maintaining a team work relationship and while remaining prepared to act quickly in emergency situations.

8. Using ladders, ropes, cutting torches and various other tools to rescue people from fires, traffic accidents, drownings, electrical accidents and other emergency situations.
9. Stands watch, reports alarms for fire and emergency vehicles, performs daily communication and listens for relevant radio communications. Responds to citizens requests, complaints and questions by providing information and assistance.
10. Learns and applies knowledge of human anatomy, physiology of the heart, recognition of arrhythmia, heart rate, blood pressure taking, intravenous infusion, cardioversion; the various medicines and their use and reason for their use; all procedures which are applicable to the Paramedic and Firefighter.
11. Performs cleaning and general maintenance chores on personal fire gear, station dorms, kitchen, basement, apparatus and workroom facilities and fire fighting vehicles, emergency vehicles, tools and special equipment.

In order to provide continuous supervision of all tasks and procedures listed previously, all officers assigned to Platoon duty must retain all state mandated certifications. In addition to these mandated certifications, said officers shall maintain the additional certifications of Fire Safety Inspector, Emergency Medical Technician-Ambulance and Emergency Medical Technician-Paramedic. Any Officer assigned to Platoon Duty who does not hold certification in these areas or who loses his certification(s) in the areas above-mentioned must take immediate steps to attain said certifications or his rank will be ruled invalid.

Addendum

All requirements listed above are hereby mandated with the understanding that each incident of non-compliance shall be examined on its own merit and the final decision in each case shall be made at the administrative level of the City of Rocky River, Ohio.

ARTICLE 15(A). SALARIES, HOURLY RATES AND OVERTIME

The annual wage for employees of the bargaining unit shall be in accordance with the following Schedule: The Lieutenant's salary is calculated at 12% above the second year Fireman's salary in each time period. The Captain's salary is calculated at 12% above the Lieutenant's salary in each time period. The Schedule reflects the following wage increases: 2.25% effective 1/1/09, 2.50% effective 1/1/10, 2.50% effective 1/1/11, and an equity adjustment of 1.0% effective 7/1/11.

	2008	2009 2.25%	2010 2.50%	01/01/2011 to 6/30/2011 2.50%	07/01/2011 to 12/31/2011 1.00%
Captain	79,382.27	81,168.37	83,197.58	85,277.52	86,130.30
Lieutenant	70,877.02	72,471.75	74,283.54	76,140.63	76,902.04
Firefighter (after 2 years)	63,283.06	64,706.93	66,324.60	67,982.72	68,662.55
Firefighter (after 1 year)	55,785.36	57,040.53	58,466.54	59,928.20	60,527.48
Firefighter (starting)	48,408.86	49,498.06	50,735.51	52,003.90	52,523.94
Fire Prevention Officer	70,877.02	72,471.75	74,283.54	76,140.63	76,902.04

These salaries shall be paid bi-weekly. To accurately compute bi-weekly salaries, the factor of 26.0893 shall be divided into the annual salary.

ARTICLE 15(B). OVERTIME

All full-time employees of the Fire Division, except those employees assigned to regular Platoon duty, shall receive the rate of time and one-half their regular hourly rate for those hours in excess of forty (40) hours.

Employees assigned to regular Platoon duty in the Fire Division shall receive one and one-half times their hourly rate, as computed in this Article, for all hours worked in excess of his/her scheduled hours in that pay period and for all hours worked in excess of twenty-four hours in a row (normal Platoon shift). All hours worked shall not include sick time (unless due to a work-related injury), but shall include all scheduled time off. Credit for compensatory time shall be based on the number of hours worked or the minimum credit, whichever is greater, times one and one-half. Employees shall have the option to request payment or credit to accumulated compensatory time except no employee shall accumulate more than 80 hours compensatory time. Compensatory time shall be credited on the date it is earned and paid at the employee's written request on the next regular pay. In addition, each employee shall receive a minimum of four hours or actual time worked, whichever is greater, at time and one-half his/her regular hourly rate for all emergency call-ins. When it becomes necessary to call in overtime help to maintain minimum manpower standards, all reasonable efforts will be made to insure that the member called will be of equal rank to the member whose unanticipated absence caused the overtime. For the purpose of computing overtime for all employees of the Fire Division, the factor of 80 divided into the bi-weekly salary shall be their hourly rate. The method of payout for accumulated overtime shall be first in-first out.

ARTICLE 15(C). IN-SERVICE SCHOOLS

Employees attending training required by the City of Rocky River or mutually agreed upon by the Employer and the employee shall be compensated at the hourly rates provided for in this Article.

ARTICLE 16. UNIFORM ALLOWANCE

Each employee shall receive a uniform allowance of \$1,250 in each year of this Agreement. All such payments shall be made biannually.

Whenever the uniform or personal property required and used by the employees of the Fire Division is damaged in the performance of his duty while on call or where there was no negligence on the part of the employee, it will be replaced or repaired by the Employer. It is understood that these decisions to repair or replace will be made by the Employer but that approval for such payment will not be unreasonably denied.

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, which in the opinion of the Fire Chief are necessary to preserve and protect the safety and health of the firefighters.

ARTICLE 17. VACATION LEAVE

(a) For Employees Assigned to Platoon Duty:

Regular members of the Fire Division assigned to Platoon duty, after service of one year with the Division, shall have earned and will be due upon the attainment of the first year of employment and annually thereafter, 120 hours of vacation leave with full pay. Those members of the Fire Division assigned to Platoon duty with five or more years of service with the Division shall have earned and be entitled to 168 hours of vacation leave with full pay and those members with ten or more years of service with the Division shall have earned and be entitled to 240 hours of vacation leave with full pay. Those members of the Fire Division assigned to Platoon Duty with fifteen or more years of service with the City shall have earned and be entitled to 288 hours of vacation leave with full pay and those members with twenty or more years of service with the City shall have earned and be entitled to 360 hours of vacation leave with pay.

Such vacation leave shall accrue to such a member at the rate of 10 hours each monthly period for those entitled to 120 hours per year; 14 hours each monthly period for those entitled to 168 hours per year; and 20 hours each monthly period for those employees entitled to 240 hours per year; 24 hours each monthly period for those employees entitled to 288 hours per year; and 30 hours each monthly period for those employees entitled to 360 hours per year. A member shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employees leave-balance.

Time already served by such member in the service of the Fire Division prior to the effective date hereof shall be credited to such member's service time for purposes of computation of vacation leave.

Vacation scheduling policies shall be conformed around the rules and regulations of the Division.

Upon separation from the service of the City for any reason, a member or his legal representative shall be entitled to compensation at this current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

(b) For members working a regular work week consisting of forty (40) hours per week: Those employees working a regular work week consisting of forty hours per week shall receive vacation as follows: after service of one year with the City of Rocky River, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, 80 hours of vacation leave with full pay. Those full-time members with five or more years of service with the City shall have earned and be entitled to 120 hours of vacation leave with full pay, and those members with ten or more years of service with the City shall have earned and be entitled to 160 hours of vacation leave with full pay, and those members with fifteen or more years of service with the City shall have earned and be entitled to 200 hours of vacation leave with full pay, and those members with twenty or more years of service with the City shall have earned and be entitled to 240 hours of vacation leave with full pay.

Such vacation leave shall accrue to the employee at the rate of six and two-thirds hours each monthly period for those entitled to 80 hours per year; ten hours each monthly period for those entitled to 120 hours per year; and thirteen and one-third hours each monthly period for those entitled to 160 hours per year; and sixteen and two-thirds hours for each monthly period for those entitled to 200 hours per year; and twenty hours each monthly period for those entitled to 240 hours per year.

An employee shall not accumulate vacation leave in excess of twice his current annual vacation benefits and shall forfeit his right to take or to be paid for any vacation leave in excess thereof. Such excess leave shall be eliminated from the employee's leave balance.

Time already served by an employee in the employ of the City prior to the effective date of this section shall be credited to such employee's service time for purposes of computation of vacation leave.

Vacation scheduling policies shall be conformed around the rules and regulations of the Division.

Upon separation from the employ of the City for any reason, an employee or his legal representative shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation to his credit at the time of separation. Upon such payment the position shall be deemed vacant.

All of the above being prescribed by Codified Ordinance No. 153.10, attached hereto as Exhibit "C".

ARTICLE 18. HOLIDAYS

Each full-time member of the Fire Division shall, in addition to his established annual vacation period, be entitled to receive each year, eleven paid holidays as follows:

Christmas Day	Independence Day
New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	1/2 day before Christmas Day
Memorial Day	1/2 day before New Years' Day

Each full-time employee of the Fire Division not assigned to Platoon Duty shall also be entitled to receive each year, one additional paid holiday, which additional day shall be selected by the employee with the approval of the Division Head. Each member of the Fire Division assigned to Platoon Duty shall also be entitled to receive Easter Day as their 12th paid holiday. For those regular members of the Fire Division assigned to Platoon Duty, the said 12 holiday periods provided above shall be deemed to consist of 144 hours.

Members of the Fire Division assigned to Platoon Duty will be paid half time additional for actual hours worked on the City's twelve legal holidays.

The above being prescribed by Codified Ordinance 153.063 of the City of Rocky River, attached hereto as Exhibit "D".

ARTICLE 19. KELLY DAYS

Employees shall work a normal average work week of forty-nine and eight-tenths (49.8) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty.

In order to comply with the FLSA each employee shall not exceed one hundred ninety-two (192) hours in a twenty-seven (27) day work period. Kelly Days shall be selected by seniority.

ARTICLE 20. JOB RELATED MEDICAL LEAVE OF ABSENCE

The above shall be conducted under the provisions of the Workers' Compensation Laws of the State of Ohio and as set forth in the remainder of this Article:

An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, for a period not to

exceed thirty (30) consecutive tours of duty [or ninety (90) consecutive days for any employee working a forty (40) hour schedule] from the date that such service-related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section and said leave shall not be deducted from his/her accumulated sick leave. Hazardous duty injury is an injury resulting from active Firefighter or paramedic duty, such duty only to be limited to the suppression or attempted suppression of a fire, the travel toward a place where a fire is in progress or is believed to be in progress, the answering of any other emergency alarm, the return from the scene of a fire or any other emergency alarm, and live burn exercises.

In the event that an employee is disabled as a result of the performance of hazardous duties, as defined in the above paragraph, and is unable to perform his duties on account thereof, said employee shall be paid injury leave compensation as defined above upon the approval of said payment by the Director of Public Safety-Service. The employee shall be required to submit to the Director of Public Safety-Service within ninety (90) days of the first date of such disability, medical proof from a licensed medical practitioner certifying that said employee was unable to perform his duties for the above stated thirty (30) consecutive tours of duty [or ninety (90) consecutive days for any employee working a forty (40) hour schedule] due to disability caused by the performance of hazardous duties as defined above. In the event that such medical proof is not submitted to the Director of Public Safety-Service within said ninety (90) day period, the employee shall have deducted an equivalent amount of pay and/or reimburse the City a cash amount equal to the gross amount of injury leave compensation he has received from the City.

Furthermore, if the employee fails to reimburse the City as set forth above, the amount of such reimbursement may be deducted from any wages and/or compensation thereafter payable to such employee by the City.

In the event that any employee who has received injury leave compensation, as defined in this Article, files an application for Workers' Compensation benefits on account thereof, and in the further event that said employee is awarded, becomes entitled to receive, and/or actually does receive temporary total disability benefits under O.R.C. Section 4123.56 or any successor statute or amendment thereto on account of such injury for any or all of the tours of duty for which he received injury leave compensation, said injury leave compensation shall reduce the amount of temporary total disability benefits otherwise payable to said employee under Section 4123.56 or any successor statute or amendment thereto on a dollar-for-dollar basis.

In the event that any employee who has received injury leave compensation as defined in this Article files an application for Workers' Compensation benefits on account thereof, and in the further event that the Industrial Commission of Ohio makes a final determination that either said application is disallowed and/or that benefits under Section 4123.56 are denied based upon a lack of medical evidence, said employee shall reimburse the City in an amount equal to the gross amount of injury leave compensation he received for such tours of duty from the City. In the event that the employee fails to reimburse the

City as set forth above, the amount of such reimbursement may be deducted from any wages and/or compensation thereafter payable to such employee by the City.

Employees shall not be permitted to use sick leave for the period of time that injury leave is taken, but shall be permitted to use sick leave in the event injury leave is ultimately denied to the employee and for all other periods of time in accordance with Article 21 of this Agreement.

In addition to the above, the Mayor and/or Director of Public Safety-Service may grant injury leave to any member of the Fire Division on a case by case basis if, at his sole discretion, the circumstances of the injury merits said leave.

ARTICLE 21. SICK LEAVE

Regular members of the Fire Division assigned to platoon duty shall be entitled for each completed 99.6 hours of service to sick leave of five and seventy-three hundredths (5.73) hours with pay. However, such a member shall not receive sick leave credit for hours of service in excess of 99.6 hours in any two (2) week period. When sick leave is used, it shall be deducted from the member's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

Unused sick leave shall be cumulative up to 1,341 hours for the year 2005 and thereafter. However, an employee who has accumulated sick leave in excess of 1,192 hours for the year 2005 and thereafter shall be given time off during the following calendar year at the rate of one (1) hour off for each three (3) hour period of sick leave in excess 1,192 hours for the year 2005 and thereafter, or said employee may option to receive pay at the rate of straight time for their rate at the same rate of one (1) hour for each three (3) hour period of sick leave in excess of 1,192 hours for the year 2005 and thereafter. Such time off or monetary compensation in lieu of time off must be exercised by giving notice to the Finance Department prior to December 31 of the year in which the excess is earned. In addition to the above sick leave benefits, a new member of the Fire Division shall, at the time of his appointment, be credited with 149 hours of job-related sick leave. Such job-related sick leave may be used only in the member's first year of service and only for injuries received by the member in the performance of his duties with the City. Any part of the member's job-related sick leave not so used shall be forfeited and be eliminated from the member's sick leave balance.

Members may use sick leave, upon the approval of the Director of Public Safety-Service or the Mayor, for absence due to such member's personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness, injury or death in the member's immediate family. The Director of Public Safety-Service shall require a member to furnish a satisfactory written statement, signed by the member, to justify the use of sick leave, including the job-related sick leave provided for such first year member. If medical attention is required, the Director may require a certificate stating the nature of the illness or injury from a licensed physician.

Falsification of either the written signed statement or the physician's certificate shall be grounds for disciplinary action, including dismissal.

A member who transfers from the State or any of its political subdivisions to the City shall be credited with the unused balance of his accumulated sick leave up to the maximum permitted in this section, provided proof of such sick leave credit is furnished in writing by the member's former employer.

This section does not interfere with existing unused sick leave credit in any agency of government where attendance records are maintained and credit has been given employees for unused sick leave.

The above being prescribed by Codified Ordinance No. 153.04, attached hereto as Exhibit "E".

ARTICLE 21(A). SICK LEAVE DONATION

With approval by the Chief, an employee may transfer any unused sick leave to another employee for use by such other employee when no further sick leave is available to such other employee. Such transfer shall result in a deduction from the transferring employee's sick leave accumulation on the basis of one hour for every one hour transferred. Any such transfer shall be no less than eight (8) hours.

ARTICLE 22(A). MILITARY LEAVE

Any employee who is a member of a reserve force of the United States, or of the State of Ohio, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Ohio, shall be granted a paid leave of absence during the period of such activity, and as provided by the Civil Service Laws of the State of Ohio. Any monetary compensation paid to said employee as a result of such military leave shall be deducted from the employees' paid leave of absence. Said policy shall be in compliance with O.R.C. Sections 5903.01 and 5923.05 and any amendments thereto. Military Leave of longer durations shall be handled under the Leave of Absence policy of the City of Rocky River.

ARTICLE 22(B). JURY DUTY

Any employee required to be available for jury selection or service shall receive his regular daily wage for each day which would have been worked but for such jury participation. Any monetary compensation paid to said employee as a result of such jury leave shall be deducted from the employees' paid leave of absence.

ARTICLE 22(C). COURT LEAVE

When an employee is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant, or witness, in a duty related incident, he shall be

compensated for all time relative to such incident with a minimum of four (4) hours per incident.

ARTICLE 23(A). EDUCATIONAL DIFFERENTIAL

As described in the Codified Ordinances of the City of Rocky River, Section 153.14, as of the effective date of this Agreement, attached hereto as Exhibit "F".

ARTICLE 23(B). TUITION REIMBURSEMENT

The Employer will provide all required books, fees and tuition for courses and training mandated by the City of Rocky River and may furnish books, fees and tuition for those courses mutually agreed upon. Electronic payments shall be used for all expense reimbursements.

ARTICLE 24. LONGEVITY

(A). For each member of the Fire Division hired before 1/1/09, the following longevity schedule shall apply:

Each full-time member of the Fire Division shall receive on December 15 of each year as compensation for longevity for full-time continuous service as an employee of the Division of Fire, excluding any compensation earned by said employee for extra part-time work or overtime, and including any time while said employee served in active duty in the Armed Forces of the United States exceeding fifteen (15) days per year, an amount based on the annual salary or wages as of December 1st of that same year. For the purpose of computing the annual salary of those members of the Fire Division, a factor of 2080 times the hourly rate will be considered as the employee's annual salary.

That each member of the Division of Fire with more than five (5) full years of full-time service on December 1st of each year shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>PERCENTAGE</u>
6-7	1%
8-9	1.5%
10-11	2%
12-13	2.5%
14-15	3%
16-17	3.5%
18-19	4%
20 to retirement	5%

For the purposes of the above schedule, in calculating the number of years of service as of December 1st of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible member of the Fire Division on December 15 of each year. To be eligible for the above longevity benefits, each member of the Fire Division must be on the active service payroll as of December 1st of the year. In the event however, that prior to December 1st of a year a member retiring from such Division after twenty-five (25) years or more of service, or leaves such department under the disability provisions of the pension program or dies while still on the active service payroll of the Fire Division, then the longevity benefits shall be prorated for such period of time. Such prorated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

(B). For each member of the Fire Division hired after 1/1/09, the following longevity schedule shall apply:

Each full-time employee of the Fire Division shall receive on December 15 of each year compensation for longevity for full-time continuous service as an employee of any department and/or division of the employer.

Each employee with more than five (5) full years of full-time service on December 1 of each year, shall be eligible for longevity benefits based on the following schedule:

<u>YEARS OF SERVICE</u>	<u>AMOUNT</u>
6 years	\$600
7 years	\$700
8 years	\$800
9 years	\$900
10 years	\$1,000
11 years	\$1,100
12 years	\$1,200
13 years	\$1,300
14 years	\$1,400
15 years	\$1,500
16 years	\$1,600
17 years	\$1,700
18 years	\$1,800
19 years	\$1,900
20 years	\$2,000
21 years	\$2,100
22 years	\$2,200
23 years	\$2,300
24 years	\$2,400
25 years and beyond	\$2,500

For the purpose of the above schedule, in calculating the number of years of service as of December 1 of each year, any fraction of a year in such calculation shall be disregarded and only full years shall be considered. Such benefits shall be paid to each eligible employee on December 15 of each year. To be eligible for the above longevity benefits, an employee must be on the active service payroll as of December 1 of the year. In the event however, that prior to December 1 of a year a member retires from such department or division after twenty-five (25) years or more of service or leaves such department under the disability provisions of the pension program or dies while still on the active service payroll of such department, then the longevity benefits shall be pro-rated for such period of time. Such pro-rated longevity benefits shall be payable in a lump sum within thirty (30) days after the separation date or death of such employee and shall be paid to such member or surviving wife or husband, dependent children or heirs designated in his estate, in that order named.

ARTICLE 25(A). PENSION

The City of Rocky River will pay that portion of the Employees pension to the Police and Firemen's Pension Fund as mandated by the State of Ohio.

ARTICLE 25(B). PENSION PICK-UP PROGRAM

The members of the Fire Division have elected to make arrangements with the Internal Revenue Service and the Police and Firemen's Pension Fund to have Federal and State taxes, which are due on their contribution to their respective retirement funds, deferred until retirement (commonly known as "Employer Pick Up Program"). The Employer agrees to participate in said program, provided that there is no additional monetary cost to the City of Rocky River for carrying out the above requirement.

ARTICLE 26. HEALTH BENEFITS

For a health benefits package (health and dental), the employer agrees to pay and each member of the union agrees to pay the following sums:

	2009	2010	2011
<i>Family Coverage</i>		Plus 14%	Plus 14%
Total annual plan A costs	14,186.04	16,172.09	18,436.18
EE contribution @\$25/65/pay/yr	1,690.00	1,690.00	1,690.00
City contribution (+2.5% 2010, 2011)	12,496.04	12,808.44	13,128.65
Combined EE & City contribution	14,186.04	14,498.44	14,818.65
Difference between costs & combined contribution	0.00	1,673.64	3,617.53
EE contribution @25%*		418.41	904.38
EE contribution per pay		16.09	34.78
City contribution @75%		1,255.23	2,713.14
Adjusted EE contribution per pay	65.00	81.09	99.78

<i>Single Coverage</i>		Plus 14%	Plus 14%
Total annual plan A costs	5,251.56	5,986.78	6,824.93
EE contribution @\$25/65/pay/yr	650.00	650.00	650.00
City contribution (+2.5% 2010, 2011)	4,601.56	4,716.60	4,834.51
Combined EE & City contribution	5,251.56	5,366.60	5,484.51
Difference between costs & combined contribution	0.00	620.18	1,340.41
EE contribution @25%*		155.04	335.10
EE contribution per pay		5.96	12.89
City contribution @75%		465.13	1,005.31
Adjusted EE contribution per pay	25.00	30.96	37.89

*If 2010 and 2011 plan cost increase is less than 14%, the employee's contribution will also be reduced.

Health Care Plans A and B shall remain the same throughout the term of this Agreement so long as the total annual cost increase of Plans A and B is fourteen percent (14%) or less in 2010 and again in 2011. If an annual cost increase is above fourteen percent (14%), the City shall adjust said plans to reduce the increase to fourteen percent (14%) in the year that the cost increase exceeds said percent.

A Flexible Spending Account shall be available to any member of the union who desires to use such an account. The cost of implementing and maintaining such an account shall be at the City's expense.

The parties agree that in their continued efforts to reduce hospitalization and other costs, a Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage plans and make recommendations to the City. It is understood that such recommendations do not obligate either party contractually.

ARTICLE 27. LIFE INSURANCE

Each full time member of the Fire Division shall be entitled to a death benefit of \$25,000 and Accidental Death and Dismemberment, commencing November 1, 1988, which benefit shall be payable to such employees' named beneficiary. The Term Life Insurance for \$25,000 and Accidental Death and Dismemberment for each eligible employee shall not exceed the cost of \$96.00 annually. Such death benefit shall be payable to such beneficiary of such full time employee, or in the event that no beneficiary is named then the sum be distributed in accordance with the statute of descent and distribution then in effect in the State of Ohio.

The above being prescribed by Codified Ordinance No. 153.16, attached hereto as Exhibit "H".

ARTICLE 28. PRINTING AND SUPPLYING AGREEMENT

A copy of this Agreement shall be furnished by the Employer to each employee of the Fire Division and at no cost to said employee.

ARTICLE 29. COMPENSATION AT RESIGNATION, DISMISSAL, RETIREMENT, LAYOFF OR DEATH

As determined by the Finance Department, an employee who resigns, retires, is dismissed or laid off is eligible and shall be compensated accordingly for all his accumulated overtime, holiday time, vacation time and termination pay which is based on unused sick time, in accordance with Codified Ordinance No. 153.05 of the City of Rocky River, at his current rate of pay, whatever regular salary is due and payable, attached hereto as Exhibit "A". However, in the case of retirement, all of said accumulated overtime, holiday time, vacation time and termination pay which is based on unused sick time shall be paid not sooner than sixty (60) days from the retiring member's notice of such retirement to the City.

In the event of death of an employee, such prorated benefits shall be payable in a lump sum within thirty (30) days after the death of such employee and shall be paid to such member or surviving spouse, dependent children, or heirs designated in his estate in that order named.

ARTICLE 30. LIABILITY INSURANCE

The employer shall provide full coverage of civil liability in the event of suits incurred from work related situations or incidents.

ARTICLE 31. DURATION OF AGREEMENT

This Agreement shall be effective as of the first day of January, 2009 and shall remain in full force and effect until the 31st day of December, 2011.

ARTICLE 32. APPENDICES AND AMENDMENTS

All appendices and amendments of this agreement shall be lettered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE 33. SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any Court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 34. MINIMUM WORK FORCE

The employer shall maintain a minimum of twenty-eight (28) full-time employees of the Fire Division (such number not to include the Fire Chief) unless personnel reductions are made in conformance with Article 8 (A) and (B) above.

ARTICLE 35. FIRE PREVENTION OFFICER

One full-time employee of the Fire Division shall be the Fire Prevention Officer. Such officer shall be recommended by the Fire Chief and shall be appointed by the Director of Public Safety-Service. Should a vacancy occur in said office, it shall be filled by the same recommendation and appointment process. Such appointed Fire Prevention Officer shall be paid as set forth in Article 15A above for only as long as such officer is in the Fire Prevention position. If said officer returns to Platoon Duty, the salary of such officer will be according to the classifications set forth in Article 15A above.

ARTICLE 36. FUNERAL LEAVE

An employee shall be entitled to one (1) tour of duty off with pay, not to be deducted from sick leave, for the purpose of attending the funeral of a member of the employee's immediate family. For the purposes of this article, "immediate family" shall be defined as to include only the employee's spouse, children, parents, stepparents, siblings, or grandchildren. Provided that, if the death occurs while the employee is on duty, in addition to the one (1) tour of duty, the employee will be entitled to take off the remainder of the tour with pay. The employee shall be granted the day of the funeral or memorial service, if scheduled to work, in the event of the death of the employee's current in-laws, grandparents, aunt, or uncle.

ARTICLE 37. EMPLOYEE HANDBOOK

Employees agree to be bound by all provisions of the City's Employee Handbook not in conflict with any article of this Agreement.

ARTICLE 38. PERFORMANCE DEVELOPMENT PROGRAM

Performance evaluations shall be done at least annually for every employee of the Fire Division. Evaluations of Firefighters shall be done by the Lieutenants and Captains except that the Chief shall evaluate the Fire Prevention Officer, the Lieutenants and the Captains, the Director of Public Safety-Service shall evaluate the Chief and the Mayor shall evaluate the Director of Public Safety-Service:

ARTICLE 39. DIRECT DEPOSIT

The provisions of this Article will apply and shall be in effect at the time the employer may offer direct deposit of earnings as a fringe benefit to employees.

Direct deposit of earnings is a benefit to employees. Participation is voluntary upon completion of an authorization form (Exhibit "G") and shall remain in effect until revoked by the employee in writing to the Director of Finance. Employees shall allow the employer a reasonable time to process any initial participation or subsequent revocation. Participation will apply to all compensation due to the employee and will be processed as a single transaction based on information contained in the authorization form.

The employer may discontinue direct deposit of earnings at any time with reasonable notification to the employees. If direct deposit is discontinued by the employer or voluntarily revoked by the employee, payment of compensation shall be made by check.

This section shall not be construed to obligate the City to provide direct deposit of earnings to employees during the term of this Agreement.

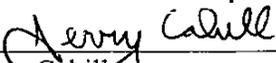
Employees will be paid on a bi-weekly basis.

ARTICLE 40. SUBSTANCE ABUSE POLICY

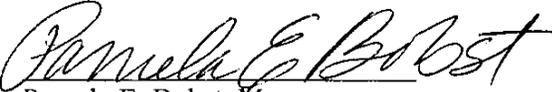
The Substance Abuse Policy shall be the same as the policy effective January 1, 2009, as set forth in the Employee Handbook.

ROCKY RIVER FIRE FIGHTERS
ASSOCIATION, LOCAL #659

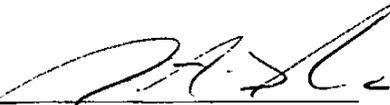
THE CITY OF ROCKY RIVER



Jerry Cahill
Negotiator



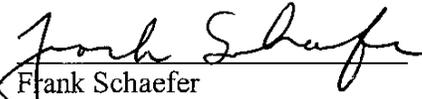
Pamela E. Bobst, Mayor



Steve Golobic
Negotiator

12.19.08

Date

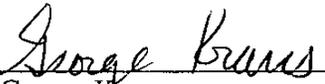


Frank Schaefer
Negotiator

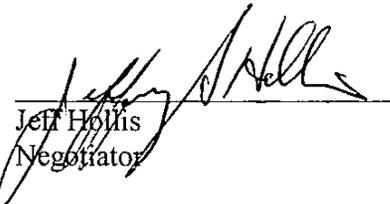
APPROVED AS TO FORM:



David J. Matty
Special Counsel 

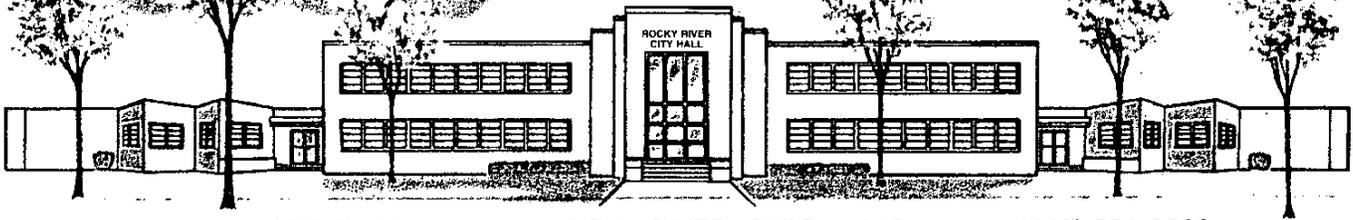


George Kraus
Negotiator



Jeff Hollis
Negotiator

CITY OF ROCKY RIVER



21012 HILLIARD BLVD.

• ROCKY RIVER, OHIO 44116

• (440) 331-0600

December 19, 2008

Ms. Barbara J. Kelly
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

2008 DEC 22 P 12:36

STATE EMPLOYMENT
RELATIONS BOARD

Re: 2009 – 2011 Collective Bargaining Agreement for City of Rocky River &
Rocky River Fire Fighters Association, Local #659 of International
Association of Fire Fighters Northern Ohio Firefighters

Dear Ms. Kelly:

Enclosed for filing is the fully executed collective bargaining agreement between the City of Rocky River and the Rocky River Fire Fighters Association, Local #659 of International Association of Fire Fighters Northern Ohio Firefighters. The terms of this agreement are effective January 1, 2009 through December 31, 2011.

Also enclosed is a copy of the cover page of the agreement. Please time-stamp and return the copy to me indicating your receipt of the agreement. A self-addressed stamped envelope is enclosed for your use. If you have any questions, please let me know.

Very truly yours,

Andrew D. Bemer
Law Director

ADB:meu
Enclosures

cc: George Kraus, Rocky River Fire
Mayor Pamela E. Bobst
David J. Matty, Esq.
Human Resource Director Susan Whitman

08-CON-04-0528
K24761
0528-04

STATE EMPLOYMENT
RELATIONS BOARD

2011 FEB -2 P 12: 42

ADDENDUM TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF ROCKY RIVER AND THE ROCKY RIVER FIRE
FIGHTERS, LOCAL #659 INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS NORTHERN OHIO FIRE FIGHTERS

WHEREAS: The City of Rocky River, ("Employer" or "City") and the Rocky River Fire Fighters, Local #659 International Association of Fire Fighters Northern Ohio Fire Fighters ("Union") are parties to a Collective Bargaining Agreement ("CBA") for the years 2009 through December 31, 2011.

WHEREAS: The foregoing CBA covers the wages, hours, terms and conditions of work for the employee members of the aforesaid Union. A copy of the CBA is attached hereto and incorporated by reference herein.

WHEREAS: Due to financial constraints, the City of Rocky River has determined that the budget for the City's Fire Division must be reduced, including a reduction in budget which affects the wages, hours, and terms and conditions of employment for the Union employee members covered by the aforesaid CBA.

WHEREAS: The Mayor of the City of Rocky River and the members of the aforesaid Union are desirous of reaching a mutually agreeable solution to the budgetary limitations affecting the City in the years 2011 and 2012 in order to avoid layoffs in the Fire Division.

IN CONSIDERATION THEREOF, IT IS NOW THEREFORE RESOLVED:

ITEM 1. That the CBA for the Rocky River Fire Fighters, Local #659 International Association of Fire Fighters Northern Ohio Fire Fighters, be amended as provided herein below from January 1, 2011 through December 31, 2011, and further that the CBA be extended to cover the period from January 1, 2012 to December 31, 2012.

ITEM 2. That the 2.50% wage increase due each bargaining unit member beginning January 1, 2011 under the CBA is hereby waived for the entire year of 2011, with the effect being that the wage rates for the year 2010 shall become the wage rates applicable for the year 2011. The wage rates which were to become effective January 1,

2011 shall now become payable commencing January 1, 2012. Accordingly, Article 15(A), titled Salaries, Hourly Rates and Overtime, of the CBA is hereby amended as follows:

ARTICLE 15(A). SALARIES, HOURLY RATES AND OVERTIME

The annual wage for employees of the bargaining unit shall be in accordance with the following Schedule: The Lieutenant's salary is calculated at 12% above the second year Fireman's salary in each time period. The Captain's salary is calculated at 12% above the Lieutenant's salary in each time period. The Schedule reflects the following wage increases: 2.25% effective 1/1/09, 2.50% effective 1/1/10, ~~2.50%~~ **0%** effective 1/1/11, **2.50% effective 1/1/12, and an equity adjustment of 1.0% effective 7/1/12.**

	2008	2009 2.25%	2010 2.50%	2011 0%	12 01/01/2011 to 12 6/30/2011 2.50%	12 07/01/2011 to 12 12/31/2011 1.00%
Captain	79,382.27	81,168.37	83,197.58	83,197.58	85,277.52	86,130.30
Lieutenant	70,877.02	72,471.75	74,283.54	74,283.54	76,140.63	76,902.04
Firefighter (after 2 years)	63,283.06	64,706.93	66,324.60	66,324.60	67,982.72	68,662.55
Firefighter (after 1 year)	55,785.36	57,040.53	58,466.54	58,466.54	59,928.20	60,527.48
Firefighter (starting)	48,408.86	49,498.06	50,735.51	50,735.51	52,003.90	52,523.94
Fire Prevention Officer	70,877.02	72,471.75	74,283.54	74,283.54	76,140.63	76,902.04

These salaries shall be paid bi-weekly. To accurately compute bi-weekly salaries, the factor of 26.0893 shall be divided into the annual salary.

ITEM 3. That should the City determine budgetary limitations require layoffs of Union members at any time during 2011 and/or 2012, the salary provisions stated in Article 15(A) of the 2009-2011 CBA shall be retroactively re-instated, with said payments therefor to be made within sixty (60) days.

ITEM 4. That in consideration for the above-stated amendments, the Parties agree to meet quarterly, or otherwise as agreed upon, to review revenues and expenses, and the City shall provide all requested financial documentation for this purpose.

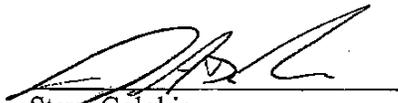
ITEM 5. The formulas, calculations, and other provisions for benefits in the CBA for the year 2011, shall be provided by this Addendum Agreement for the year 2012, including Uniform Allowance (Article 16) and Health Benefits (Article 26). All other articles and provisions of the CBA not modified herein, shall remain in full force and effect through December 31, 2012.

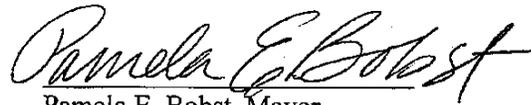
IT IS SO AGREED.

This Addendum Agreement is made and entered into at Rocky River, Ohio, this 30th day of December, 2010, by and between the City of Rocky River, Ohio and the Rocky River Fire Fighters, Local #659 International Association of Fire Fighters Northern Ohio Fire Fighters.

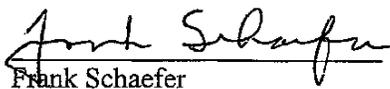
ROCKY RIVER FIRE FIGHTERS
ASSOCIATION, LOCAL #659

THE CITY OF ROCKY RIVER

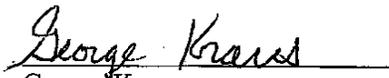

Steve Golobic
Negotiator


Pamela E. Bobst, Mayor

APPROVED AS TO FORM:


Frank Schaefer
Negotiator


Andrew D. Bemer
Law Director


George Kraus
Negotiator


Jeff Hollis
Negotiator