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STATE EMPLOYMENT
RELATIONS BOARD

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**CITY OF WESTLAKE, OHIO
ORDINANCE NO. 2011-56**

**AN ORDINANCE AUTHORIZING THE
MAYOR TO ENTER INTO A COLLECTIVE
BARGAINING AGREEMENT WITH THE
INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 1814, AFL-CIO, AND
DECLARING AN EMERGENCY.**

WHEREAS, a Collective Bargaining Agreement has been proposed by the Mayor after negotiations with the International Association of Fire Fighters, Local 1814, AFL-CIO; and

WHEREAS, this Collective Bargaining Agreement is consistent with the final determination of a binding arbitration held on February 23, 2011 by Arbitrator Mr. Harry Graham in the SERB Case #10-MED-04-0580; and

WHEREAS, this Council authorizes the Mayor to enter into a Collective Bargaining Agreement with the International Association of Fire Fighters, Local 1814, AFL-CIO.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WESTLAKE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1: That the Mayor be and he is hereby authorized to enter into a Collective Bargaining Agreement between the City of Westlake and the International Association of Fire Fighters, Local 1814, AFL-CIO, which said Agreement shall be effective March 1, 2010 through February 28, 2013, which is attached hereto and marked Exhibit "A".

Section 2: That the terms and conditions of the Collective Bargaining Agreement shall be enforceable and take precedence over any conflicting present existing Ordinances of the City of Westlake pertaining to the same subject matter, and that, unless specified otherwise in the Agreement, all terms and conditions contained in the Collective Bargaining Agreement shall be in effect as of March 1, 2010.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to this legislation were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 10, Article XI of the Charter of the City of Westlake.

Section 4: That this legislation is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason that it is immediately necessary to provide for the continuity of services within the

FINAL

AN AGREEMENT

between

THE CITY OF WESTLAKE

and

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 1814, AFL-CIO

Effective: March 1, 2010
Expires February 28, 2013

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ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Westlake, Ohio, hereinafter referred to as the "Employer" and the International Association of Fire Fighters, Local 1814, hereinafter referred to as the "Association".

ARTICLE II

PURPOSE AND INTENT

2.01 It is the purpose and intent of this Agreement to achieve and maintain harmonious relations between the Employer and the Association to provide for equitable and peaceful adjustment of differences which may arise; and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE III

RECOGNITION

3.01 The Employer hereby recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all full-time employees in the Fire Department occupying the positions of Captain, Lieutenant, Mechanic Hydraulic Tester, Fire Fighter/Paramedic, Fire Fighter/EMT-A and Fire Fighter, excluding all part-time, seasonal and temporary employees. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE IV

MANAGEMENT'S RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) 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 of change in any respect the legal status, management or responsibility of such property facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE V

DUES DEDUCTIONS

5.01 The Employer agrees to deduct regular monthly association dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made from the first paycheck of every month.

5.02 The Employer agrees to deduct regular monthly fees, hereinafter referred to as a "usage" fee, from the wages of those employees not belonging to the Association who have voluntarily signed deduction authorization forms permitting said deductions. The usage fee shall not exceed the dues paid by members of the Association. The deduction shall be made from the first paycheck of each month.

5.03 A check in the amount of the total dues and fees withheld from those employees authorizing the dues and fees deductions shall be tendered to the financial institution of the Association's choice within fourteen (14) days from the date of the deductions. The Employer shall supply the Association with a list of those employees for whom deductions have been made.

5.04 The Association agrees to hold the Employer harmless from any and all liabilities and damage which may arise from the performance of its obligations under this Article and the Association shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE VI

NON-DISCRIMINATION

6.01 The parties to this Agreement agree to continue their policy of non-discrimination by either party as required by applicable law based on sex, race, creed, disability, national origin or age, regarding employment, referral for employment, employment advancement working conditions, rates of pay, acceptance into Association membership or selection for apprentice openings.

6.02 The use of the male gender in certain clauses of this contract is done for convenience purposes and does not imply any preference to male or female employees.

6.03 The Employer and the Association recognize the right of all employees to be free to join the Association, should they so desire, and to participate in the lawful Association activities. Therefore, the Employer and the Association agree that there shall be no discrimination by the Employer or the Association against any employee because of Association membership or nonmembership.

ARTICLE VII

RULES, REGULATIONS AND ORDERS

7.01 The Association agrees that its members shall comply with all Fire Department rules, regulations and orders, including those relating to conduct and work performance. The Employer agrees that departmental rules, regulations and orders which affect safety shall be subject to the grievance procedure.

7.02 The Fire Chief and a representative of the Association shall discuss Fire Department rules, regulations and orders when deemed necessary. The meeting will be convened at a mutually agreeable time upon the request of either the Employer or the Association within seven (7) calendar days from the date of the request during the term of this Agreement.

ARTICLE VIII DISCIPLINARY PROCEDURE

8.01 This procedure shall apply to all non-probationary employees covered by this Agreement. Appendices C, D and E attached to this Contract shall be applicable to all disciplinary matters discussed herein.

8.02 All employees shall have the following rights;

- A. An employee shall be entitled to representation by a Union representative or a Union attorney at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

8.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

8.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

8.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay of more than one and five-tenths (1.5) tours, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. In the case of suspension without pay of one and five-tenths (1.5) tours or less, the Chief of Fire shall furnish the member of the Department with a written notice of discipline served on the employee personally or by certified mail, return receipt requested.

8.06 Discipline shall not be implemented until either:

- 1. the matter is settled, or
- 2. the employee fails to file a grievance within the time frame provided by this procedure, or
- 3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

8.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or a Union attorney at every step of the proceeding;

8.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

8.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority, the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. An informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 4 of the Grievance Procedure. The appeal must be filed at Step 4 within five (5) working days from receipt of the Notice of Discipline.

8.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

8.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or a Union attorney as a representative or to decline any such

representation. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

8.12 An employee may be suspended with pay at any time during the process by the appointing authority, at its sole discretion. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 4 of the Grievance Procedure.

8.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE IX

GRIEVANCE PROCEDURE

9.01 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 and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

9.02 For the purposes 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 misapplication or misinterpretation, of only the specific and express written provisions of this Agreement.
- b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

9.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

- a) Except at Step 1, 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 said 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) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and the representative, if any.
- c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted during nonworking hours, unless agreed otherwise by the Chief or his designee.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the parties and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided 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 available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- g) This procedure shall not be used for disputes concerning any type of discipline or discharge actions, except as provided in the Disciplinary Procedure.
- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- i) 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.

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

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise

to the grievance. The Supervisor will hold an informal meeting with the employee and his Union Representative if the Union Representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's Union Representative, if present, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented as a grievance to the employee's next higher Supervisor within five (5) days of the informal meeting or notification of the Supervisor's decision at Step 1, whichever is later.

The Supervisor shall convene a meeting within five (5) days of the receipt of the written grievance with the aggrieved party and his Union Representative if he requests. The Supervisor shall issue a written decision to the aggrieved party and his Union Representative within ten (10) days of the date of the meeting.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the meeting.

Step 4:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Mayor shall issue a written decision to the employee's representative and a copy to the employee, if the employee requests one, within fifteen (15) days from the date of the meeting. If the Union is dissatisfied with the decision, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE X

ARBITRATION PROCEDURE

10.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at

Step 4 or a timely default by the Employer at Step 4 the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members, names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

10.02 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 make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

10.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s), except by the mutual written agreement of the parties.

10.04 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association. The parties may mutually agree to expedited arbitration under the Expedited Arbitration Rules.

10.05 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. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event of a split award the arbitrator's fees shall be split between the parties.

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

10.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Robert Stein; 2) Dr. Harry Graham; 3) Nels Nelson; 4) Gregory Van Pelt; and, 5) James Mancini, Esq.

10.08 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XI

DEFINITION OF SENIORITY

11.01 Seniority shall be determined by continuous service in the Westlake Fire Department calculated from the date of full-time employment. 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 on the (Civil Service) Eligibility List.

ARTICLE XII

EMPLOYEE STATUS

12.01 The Employer shall post and maintain annually a current seniority list. This list shall be used whenever called for by specific articles and sections of this Agreement and in such other cases as may be agreed upon by the Employer and the Association.

ARTICLE XIII

PERSONNEL REDUCTION

13.01 In the case of personnel reduction, when a position in the Fire Department is abolished and the incumbent has been permanently appointed, if the position is above the rank of Fire Fighter, 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 fire fighter has been reached and he shall be laid off.

13.02 When an abolished Fire Fighter'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 Fire Fighter. No new employees will be hired in the Fire Department to replace any fire fighter(s) that are laid off and possesses recall rights. Any employee laid off from the Fire Department will lose all recall rights after they have been laid off for two (2) consecutive years.

ARTICLE XIV

HOURS

14.01 Fire suppression personnel shall consist of three (3) platoons of relatively equal number. Each platoon shall normally work a tour of duty consisting of twenty-four (24) hours followed by forty-eight (48) hours off duty. The twenty-four (24) hour shifts shall commence at 0700 hours and continue through 0700 hours the following day.

14.02 Fire suppression personnel shall work a forty-eight (48) hour work week accomplished by allowing each employee to accumulate eight (8) hours for each week worked until the employee has accumulated twenty-four (24) hours. This time then shall be used as an additional day off every three (3) weeks.

14.03 The above described day off shall be approved by the department head or his representative and shall be known as "designated day".

14.04 Designated days off shall be chosen by rank first, and then by seniority in the Fire Fighter position and position of Lieutenant.

14.05 The Day Lieutenant's work schedule shall normally consist of a forty (40) hour work week, eight (8) hours per day, Monday through Friday, exclusive of a one (1) hour unpaid lunch. Any hours worked in excess of forty (40) per week, at the direction of the Fire Chief or his designee shall be considered overtime and shall be paid accordingly. The Day Lieutenant shall not be entitled to a designated day.

14.06 When fire suppression personnel assigned to a forty-eight (48) hour work week attends multi-day training in areas outside of the immediate region, the Fire Chief may temporarily change the fire suppression personnel's work week to a forty (40) hour work week during the time period of the multi-day training. If such personnel are mandated to attend such training, the training shall not interfere with pre-scheduled vacation or holiday time and the City will provide the personnel with at least fourteen (14) days of notice of training.

ARTICLE XV

BASIC RATE OF PAY

15.01 Basic rate of pay equals annual base salary divided by two thousand four hundred ninety-six (2,496) hours.

15.02 Basic rate of pay for the Day Lieutenant equals the annual base salary of Lieutenant divided by two thousand eighty (2,080) hours.

ARTICLE XVI

OVERTIME

16.01 All employees who perform assigned prescheduled overtime will be paid at the rate of one and one-half (1 ½) times the total number of hours worked.. And two (2) times the number of hours worked on a holiday per Article XIX.

16.02 All employees who perform assigned overtime will be paid at the rate of one and one-half (1 ½) times their regular hourly rate. For the purposes of this Article, "regular hourly rate" shall be defined as the employee's basic rate of pay, plus his longevity payments.

16.03 All employees shall be entitled to accumulate compensatory time for subsequent utilization as time off with pay. Any such time not utilized shall be paid off the last pay in December. Employees may submit requests for partial payment of any comp time balance during the year. Any compensatory time accumulated after the last pay in December shall be carried over to the next year.

ARTICLE XVII

CALL-BACK PAY (RECALL)

17.01 A recall shall be considered a call-back for a general alarm or to maintain minimum manning requirements of a shift when other members of that shift are absent because of their presence on an emergency run pertaining to the fire service.

17.02 An employee who is recalled shall be paid at the rate to two (2) hours for show up and one and one-half (1 ½) times the number of additional hours worked.

ARTICLE XVIII

UNIFORM ALLOWANCE

18.01 Each employee shall receive a clothing allowance annually of one thousand (\$1,000.00) dollars for the purchase of regulation uniforms and clothing as prescribed by the Fire Chief and the Association, to be paid on the anniversary date of each employee each year, except for those

members of the Fire Department currently receiving their clothing allowance in January each year shall continue to receive their clothing allowance in January until retirement, resignation, or termination.

18.02 Whenever the uniform, including civilian clothes when the assigned duties require the wearing of, is damaged or stolen while performing those duties, he shall be reimbursed for the full amount of the loss suffered, per approval of the commanding officer.

18.03 The clothing allowance shall be calculated on a prorata basis for those employees who retire, resign or are terminated during the year.

ARTICLE XIX HOLIDAYS

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19.01 Each member who performs his duties on a one (1) day on-duty and two (2) days off duty basis shall be entitled to one hundred twenty-six (~~126~~) hours off on paid holiday time, which time shall be taken either in 10.5 twelve (12) hour periods or 5.25 twenty-four (24) hour periods, said holidays being identified as New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Martin Luther King Day, Presidents Day and twenty-eight (28) hours of personal time as approved by the Fire Chief. Cumulating of time from year to year is prohibited.

19.02 Any employee of the Fire Department who works a shift or a part of a shift on a designated holiday (0700-0700) will be compensated at one and one-half (1 ½) times his regular hours worked for that shift. This will only be in effect for Christmas and Thanksgiving, New Year's Day and Labor Day. Holiday compensation will not be given to members who are called in to work for a post-emergency level, but will receive overtime as described in Article XVI.

19.03 The Day Lieutenant will be entitled to the following paid holidays: New Year's Day, Martin Luther King Day, President's Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Memorial Day and twenty (20) hours of personal time. In the event a person is assigned to the Day Lieutenant position mid-year, he shall not be penalized and any unused holidays or personal days prior to assignment shall be converted to eight (8) hour days which he shall be entitled to schedule off with the Fire Chief's approval. In the event a person is assigned from the Day Lieutenant to a shift position mid-year, he shall only be entitled to receive the holidays remaining in the calendar year and any unused holiday time up to that point in which the Fire Fighters are entitled to receive as spelled out in 19.01.

ARTICLE XX VACATIONS

20.01 All full-time employees of the Fire Department shall receive a vacation at full pay, provided that they are employed full-time and that such vacation can only be taken subject to the approval of the Fire Chief. Effective March 1, 1995, the amount of vacation time earned will be determined by the years of full-time service in the Fire Service and by ruling of the Ohio Attorney General's Office up to 4/3/84 with regard to ORD-9-Miscellaneous 9.44 as follows:

- a) First through fifth years Four (4) tours
- b) Beginning of the sixth year Six (6) tours
- c) Beginning of the eleventh year Eight (8) tours
- d) Beginning of the sixteenth year Nine (9) tours
- e) Beginning of the eighteenth year Ten (10) tours
- f) Beginning of the twenty-sixth year Twelve (12) tours

20.01 When a person moves from a Platoon Lieutenant position to a Day Lieutenant position, his accumulated vacation hours shall be mathematically converted from a forty-eight (48) hour rate to a forty (40) hour rate. He shall not lose previously accumulated vacation time due to the conversion. One (1) week of vacation time for a Platoon Lieutenant [forty-eight (48) hours] shall be equal to one (1) week of vacation time for a Day Lieutenant [forty (40) hours].

Conversely, when a person moves from a Day Lieutenant position to a Platoon Lieutenant position, his accumulated vacation hours shall be mathematically converted from a forty (40) hour rate to a forty-eight (48) hour rate. He shall not lose previously accumulated vacation time due to the conversion.

The Day Lieutenant's vacation shall be earned as follows:

- a. 3.08 hours per two (2) week pay period for each of continuous service up to and including the sixtieth (60th) month.
- b. 4.62 hours per two (2) week pay period for each pay of continuous service after the sixtieth (60th) month up to and including the one hundred twentieth (120th) month.
- c. 6.16 hours per two (2) week pay period for each pay of continuous service after the one hundred twentieth (120th) month up to and including the one hundred eightieth (180th) month.
- d. 6.77 hours per two (2) week pay period for each pay of continuous service after the one hundred eightieth (180th) month, up to and including the two hundred fourth (204th) month.
- e. 7.70 hours per (2) two-week pay period for each pay of continuous service after the two hundred fourth (204th) month up to and including the three hundredth (300th) month.
- f. 9.23 hours per two (2) week pay period for each pay of continuous service after the three hundredth (300th) month.

20.02 Earned vacation time on an hourly basis shall be accumulated and taken by members of the bargaining unit working a one (1) day on two (2) day off schedule on the following basis:

- a) 3.69 hours per two (2) week pay period for each pay of continuous service up to and including the sixtieth (60th) month.
- b) 5.53 hours per two (2) week pay period for each pay of continuous service after the sixtieth (60th) month and up to and including the one hundred twentieth (120th) month.
- c) 7.38 hours per two (2) week pay period for each pay of continuous service after the one hundred twentieth (120th) month and up to and including the one hundred eightieth (180th) month.
- d) 8.31 hours per two (2) week pay period for each pay of continuous service after the one hundred eightieth (180th) month and up to and including the two hundred fourth (204th) month.
- e) 9.23 hours per two (2) week pay period for each pay of continuous service after the two hundred fourth (204th) month and up to and including the three hundredth (300th) month.
- f) 11.07 hours per two (2) week pay for each pay of continuous service after the three hundredth (300th) month.

20.03 In the event an employee does not take the vacation earned, he shall lose the vacation earned and shall not be paid in lieu thereof, except in the specific instances when the employee is prevented from taking the vacation:

- a) through the prohibitive scheduling by the employee's supervisor; or
- b) by conflict with medical leave restrictions.

20.04 Employees on layoff or elective leave of absence for more than thirty (30) days in a calendar year shall have their accredited vacation time prorated in accordance with the time worked.

20.05 All vacation shall be taken in time off and not left to accumulate to more than that earned in the previous two (2) years.

ARTICLE XXI

SICK LEAVE

21.01 Sick leave shall be determined as an absence with pay necessitated by:

- a) Illness or injury to the employee;

- b) Exposure by the employee to a contagious disease communicable to other employees; or
- c) Illness, injury, or death in the employee's immediate family.

21.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty hours (80) worked, and shall accumulate such sick leave for future use to a maximum of two thousand five hundred (2,500) hours. If accumulated sick time of any employee should extend beyond the two thousand five hundred (2,500) hours in any calendar year, the employee shall either take time off equal to one-fourth (1/4) of the total over two thousand five hundred (2,500) hours or the employee can elect to be paid for any excess over two thousand five hundred (2,500) hours at the rate of hourly pay times one-fourth (1/4) of hours earned over two thousand five hundred (2,500) hours. Sick time used will be subtracted from the excess over two thousand five hundred (2,500) hours first, then from the two thousand five hundred (2,500) hours. This clause may be reopened if state law becomes more beneficial to employees during this agreement. (Payoff for accumulated sick time over two thousand five hundred (2,500) hours effective for sick time accrued after 4-1-84).

These payments, if any, shall be paid in December per the Codified Ordinances.

21.03 An employee shall not earn sick leave for any time unless he is in full pay status. Transfer of sick leave shall be covered by O.R.C. 124.38 up to 4/1/89.

21.04 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death as may be satisfactory to him. or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, the employee absent on sick leave must supply a written and signed report attesting to his illness to be eligible for paid sick leave.

21.05 If the employee fails to provide adequate proof of illness, injury or death upon request, or in event upon such proof as is submitted or upon report of medical examination, the Chief finds that there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

21.06 Any abuse of sick leave or the patterned use of sick leave shall be subject to discipline per Rules & Regulations of the Fire Department.

21.07 The Chief may require an employee who has been absent due to illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated by the Employer and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to work will not jeopardize the health or safety of other employees.

21.08 When the use of sick leave is due to illness, injury or death in the immediate family. "Immediate family" shall be defined as to include the employee's father, mother, spouse, child, brother, sister, mother and father-in-law. In case of death only, immediate family shall include grandmother, grandfather, and grandchild.

21.09 Upon the 1) retirement of the employee, 2) disability retirement of the employee, 3) death of the employee, or 4) the termination of the employee, except for termination due to a felony, and the employee has completed at least ten (10) years of service, such employee or the employee's estate shall be entitled to receive a cash payment equal to his basic rate of pay at the time of the above listed condition multiplied by an established percent of the total number of accumulated unused sick hours earned by the employee as certified by the Auditor in accordance with the following schedule:

- a. 10 years 50%
- b. 17 years 60%
- c. 20 years 68%
- d. 25 years 75%

21.10 City to pay the sum of one hundred (\$100.00) dollars to each employee who has not missed more than six (6) hours in a stated three (3) month period other than for a funeral for the immediate family, as described in Section 167.04(b) of the Codified Ordinances, scheduled vacation or personal time. The first three (3) month period as set forth hereunder shall be beginning with the first day of March 2004 and each payment provided for hereunder shall be made, where practicable, within thirty (30) days after the conclusion of the three (3) month period.

ARTICLE XXII

LONGEVITY

22.01 Each employee upon the completion of five (5) years of continuous service with the Employer on a full-time basis shall be paid the amount of one hundred (\$100.00) dollars per year. The amount of longevity shall be paid in accordance with the following schedule:

5 years	\$500.00	15 years	\$1,500.00
6 years	\$600.00	16 years	\$1,600.00
7 years	\$700.00	17 years	\$1,700.00
8 years	\$800.00	18 years	\$1,800.00
9 years	\$900.00	19 years	\$1,900.00
10 years	\$1,000.00	20 years	\$2,000.00
11 years	\$1,100.00	21 years	\$2,100.00
12 years	\$1,200.00	22 years	\$2,200.00
13 years	\$1,300.00	23 years	\$2,300.00
14 years	\$1,400.00	24 years	\$2,400.00
		25 years	\$2,500.00

22.02 Any employee who is receiving a longevity payment that is greater than the above schedule, shall continue to receive such monetary amount until such time the employee would earn a greater amount under this schedule.

22.03 Longevity payments shall be paid in the last pay period of November each year and shall be included in the employee's regular pay check. Longevity shall be prorated for employees who retire, resign or are terminated prior to the November 1 payment date.

ARTICLE XXIII

SALARIES

23.01 The salary schedule is set out and attached as Appendix A, which shall form a part of, and be subject to, all the provisions of this Agreement.

ARTICLE XXIV

PENSION "PICK-UP" PAYMENTS

24.01 The Employer shall "pick-up" and pay the member's contribution to the Police and Fire Disability and Pension Fund. The member's said salary shall be reduced by the full amount of said contribution. The member's contributions which are picked up by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick-up" program and will, therefore, be included in "compensation for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purpose of the parties in fixing salaries and compensation of members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the "pick-up" is deducted from gross salary.

ARTICLE XXV

WAGE CONTINUATION PLAN

25.01 Should a bargaining member have an injury while performing his duties and be certified by a qualified medical provider that he is medically unable to work, the employee may, at his option, enter into a wage continuation agreement with the City. The wage agreement will allow the employee to continue to receive his regular rate of pay and benefits without charge to leave time, in lieu of the State of Ohio Bureau of Worker's Compensation loss time benefits, up to a maximum of twenty (20) scheduled tours per injury, and a maximum of one hundred twenty (120) scheduled tours in the employee's lifetime service with the City. The Mayor may extend the plan for an additional twenty (20) tours for a qualified injury, if the employee is certified as being unable to work by a qualified medical provider, except no extension shall be permitted to exceed the one hundred twenty (120) tours lifetime cap for wage continuation. In order to qualify for a wage continuation plan, the injury must have resulted in a minimum of two (2) consecutive scheduled tours in which the employee was certified by a qualified medical provider as being unable to work. If injury is verified as an on duty injury, the two (2) tours of sick leave shall be reimbursed to the employee. The employee must also apply for and receive an allowed medical-only claim from the Bureau of Worker's Compensation for the specific on the job injury. Any further use of wage continuation for a particular injury after the employee returns to work must have resulted in a minimum of two (2) consecutive tours being certified by a qualified medical provider as being unable to work due to a previous injury.

If the employee enters into a wage continuation plan and the injury is subsequently denied by the Industrial Commission of Ohio, and the employee has exhausted all appeals, then the employee must reimburse the time advanced to the employee through the use of accrued and/or future benefit hours, including sick time, vacation time, and personal hours.

If the employee does not wish to enter into a wage continuation plan or exhausts the time allowed for under wage continuation, and he receives lost time benefits directly from the Ohio Bureau of Worker's Compensation, then his benefits shall continue during the time period allowed for by the Bureau of Worker's Compensation, up to a maximum of three (3) months.

ARTICLE XXVI HEALTH BENEFITS AND SPENDING PLAN

26.01 Effective January 1, 2011, employees shall receive medical, hospitalization, dental, eye-care and prescription coverage as follows:

- a. Prescription co-pays shall be as follows:
 - i. Generic (Level 1) - \$0 Only applicable to generics available from all discounted generic providers (\$4.00 will be reimbursed by City.
 - ii. Generic (Level 2) - \$15
 - iii. Formulary (preferred) - \$30
 - iv. Non-Formulary (non-preferred) – 30%/\$100 CAP

Employees shall continue to pay the difference when a name brand or formulary is selected over an available generic or formulary.

- b. The eye care plan shall be as follows: fifty (\$50.00) dollar maximum every two (2) years for an eye examination and one hundred fifty (\$150.00) maximum every two (2) years for qualified prescription eyewear. The annual maximum payment for qualified dental benefits is one thousand five hundred (\$1,500.00) dollars per covered person.
- c. the dental plan shall be as follows: Annual maximum benefit of four thousand (\$4,000.00) dollars per each family member; two thousand (\$2,000.00) dollars orthodontic benefit for dependent children under age 19; schedule benefits based on UCR (usual, reasonable and customary) at the following percentages: a) diagnostic/preventative – one hundred (100%) percent; b) minor restorative – eighty (80%) percent; and, c) major restorative – sixty (60%) percent. There is no deductible.

d. Premium Sharing: Employees shall be required to share in the Employer's cost for premiums. Effective January 1, 2011, the premium sharing shall be ten (10%) percent of the total cost per employee per coverage type per month subject to the following monthly maximums:

- 2010 - \$25
- 2011 - \$70
- 2012 - \$100

e. Office Visit Participation:

- i. \$15 per visit (not including in calculation of deductible or out of pocket maximum).
- ii. non-emergency use of emergency room - \$75 per visit

f. Employee Co-Pay Participation:

<u>Tier</u>	<u>80/20 limit</u>	<u>80/20 maximum out of pocket</u>
Single	80/20 of max \$5,000	\$1,000
Employee + spouse	80/20 of max \$10,000	\$2,000
Employee +1	80/20 of max \$10,000	\$2,000
Family	80/20 of max \$10,000	\$3,000

g. Annual deductibles - \$100 per person and \$200 per family

26.02 The Employer reserves the right to self-insure or to change insurance carriers at its discretion, providing the benefits under the plan are comparable to those provided under this Agreement. A change in insurance carrier, plan administrator or health care system (PPO, HMO, etc.) that requires a change in health care providers but does not reduce financial or related benefits is a comparable benefit under this Section.

26.03 The Administration will establish a voluntary Section 125 qualified cafeteria plan (flexible spending) for employees that meet IRS requirements for pre-tax preferences for qualified expenses.

ARTICLE XXVII

TOTAL AGREEMENT

27.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance notice to the Union of such modification or discontinuance.

ARTICLE XXVIII

CONFORMITY TO LAW

28.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State Laws, and the invalidity of any provisions) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

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

ARTICLE XXIX

UNION BUSINESS

29.01 Employees elected or appointed to represent the Union shall be granted time to perform their Union functions, including attendance at regular and special meetings, seminars, and conferences, without loss of pay pursuant to the following provision. On January 1st of each year, the Union will be credited with forty-eight (48) hours of Union Business Time. Unused Union Business Time from previous calendar years may be carried over, but for only one (1) year. The use of Union Business Time must be approved of by the Fire Chief or his designee.

29.02 Two (2) members of the Union Negotiation Team shall be allowed time off for all meetings which shall be mutually set by the Employer and the Union.

ARTICLE XXX

ASSOCIATION MEETINGS

30.01 The Employer agrees that the Association 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 Department. The meeting must be approved in advance by the Fire Chief and is limited to members of the Association, unless otherwise approved by the Fire Chief.

ARTICLE XXXI

ASSIGNMENT DURING DISABILITY (LIGHT DUTY)

31.01 Any employee wishing to be assigned light duty shall first submit a request to the Chief with corroboration from the individual's physician as to why and how long the individual will be on light duty. For an employee on light duty to return to full duty status, the employee must submit written proof from his physician stating the above.

31.02 Any employee assigned a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority attached his normally assigned position. The assignment must be approved and defined by the Chief, and return to full duty work can be mandated by a physician selected by the City.

ARTICLE XXXII

SHIFT EXCHANGE (TIME TRADES)

32.01 Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department. The exchanging of shifts shall be subject to approval by the Chief or his designee.

ARTICLE XXXIII

MILITARY LEAVE

33.01 Military leave shall be in accordance with City Ordinance.

ARTICLE XXXIV

COURT LEAVE

34.01 The Employer shall grant leave with pay or overtime to an employee for the period of time he is required to appear before a court, judge, justice, magistrate or coroner as a defendant or witness in matters directly relating to his job as an employee of the Westlake Fire Department.

ARTICLE XXXV

CONTINUING EDUCATION

35.01 The Employer shall continue to provide continuing education for those employees that are required to re-certify in areas that require mandatory recertification for the employee to maintain employment. Cost for continuing education shall be borne by the Employer and if said education requires the employee to attend classes above and beyond his normal duty time, he shall be paid overtime as contained in Article XVI of this Agreement. The education must be approved in advance by the Chief. The Employer shall reimburse an employee to a maximum of one thousand four hundred (\$1,400.00) dollars per year for books and tuition while he is actively pursuing a degree in a Fire Science or Paramedic field, subject to approval of the Fire Chief. Reimbursement schedule as follows: 100% Passing a Pass/Fail course; 100% - A; 80% - B, or 50% - C.

ARTICLE XXXVI

PROTECTIVE CLOTHING

36.01 The Employer shall furnish and thereafter maintain at no cost to the employee all gloves, helmets, protective clothing and other protective equipment necessary to prevent and protect the safety and health of the Fire Fighters. All protective clothing and equipment shall meet the standards, whether existing or promulgated during the term of this Agreement, and it shall be selected by the Chief. (To include NFPA and State of Ohio safety standards for Fire Fighters.)

ARTICLE XXXVII

ACCUMULATED TIME

37.01 Employees shall have the right to take accumulated time off when the time off does not interfere with the operation of the Fire Department. The taking off of such accumulated time shall be subject to the approval of the Fire Chief or his designee.

ARTICLE XXXVIII

ACTING LIEUTENANT'S PAY

38.01 Due to a split shift (2 Stations), in the event there is only one (1) officer on duty, due to vacation, illness, injury in the line of duty, designated day off, or out of town schooling, the senior ranking Fire Fighter of the shift will be relocated to the station in need of an officer and be compensated equal to that of the rank of a Lieutenant for each hour he is in charge provided Policy and Procedure 114.00 has been followed and no other officer is available.

ARTICLE XXXIX

MINIMUM MANNING

39.01 Subject to the approval of the Employer, the Chief of the Fire Department shall write a Policy and Procedure to regulate the minimum manning for pre-emergency level. This policy and procedure shall conform to agreement as negotiated.

ARTICLE XL

LABOR MANAGEMENT AND SAFETY COMMITTEE

40.01 The Labor Management and Safety Committee shall consist of the Mayor and the Chief of Fire and two (2) members of the bargaining unit. It is mutually agreed that this committee shall meet on a quarterly basis or as mutually agreed, after a written request from either party. This committee will assemble for the purpose of:

- 1) The dissemination of general information of interest to the parties.
- 2) To give the Union the opportunity to share the views of their members and/or suggestions on the subjects of interest to their members.
- 3) To discuss ways to improve efficiency within the Department.
- 4) To promote harmonious relations between the Employer and the Union in the best interest of the community.
- 5) To discuss safety and health issues of the Department.

40.02 Occupational safety and health is a mutual concern of the Union and the Employer. The Union will cooperate with the Employer in encouraging employees to comply with applicable safety rules, regulations, and common knowledge safety standards of FIRE FIGHTING and EMS.

40.03 All employees are responsible to report, in writing, all unsafe conditions relating to fire operations to the Chief of Fire. If the unsafe condition remains uncorrected after ten (10) calendar days, it may be forwarded by the employee to the Mayor for his consideration.

40.04 No employee shall be subjected to any disciplinary action for the reasonable reporting of unsafe conditions.

ARTICLE XLI

EMPLOYEE ASSISTANCE PROGRAM (EAP)

41.01 The Employer agrees to aid in the rehabilitation of employees who are first time drug or alcohol abusers, only if reasonably practical. Employees may be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. Depending upon the individual circumstances, if the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.

41.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's sole discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.

41.03 This Article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

ARTICLE XLII

OBLIGATION TO NEGOTIATE

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

42.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives 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.

ARTICLE XLIII

FALSE ARREST & PARAMEDIC INSURANCE

43.01 Any member of the Fire Department who acts in the capacity of Fire Inspection Officers shall be granted an additional fringe benefit in that the Employer shall pay the premium for False Arrest Insurance and Certified and Non-Certified Paramedic Insurance.

ARTICLE XLIV

DRUG TESTING

44.01 All employees shall be subject to drug testing pursuant to the Drug Free Workplace Policy attached hereto as Appendix B.

ARTICLE XLV

LIFE INSURANCE

45.01 As soon as practical subsequent to the execution of this Agreement, the Employer will provide each employee with term life insurance in the amount of twenty-five thousand (\$25,000.00) dollars.

ARTICLE XLVI

TERMINATION, MODIFICATION, EXTENSION AND DURATION

46.01 This Agreement shall become effective at 12:01 a.m. on March 1, 2010 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight February 28, 2013.

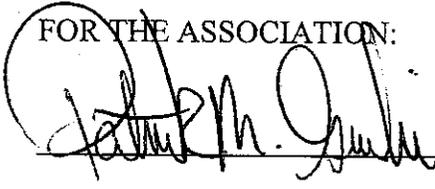
46.02 Notwithstanding O.R.C. Section 4117.14(G) (11) of the collective bargaining act or comparable legislation, economic increases may be agreed to or awarded by a conciliator to take effect in the fiscal year in which the conciliator is appointed.

ARTICLE XLVII

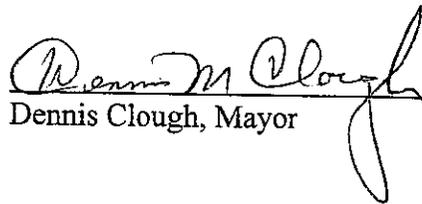
EXECUTION

47.01 This Agreement approved and signed this 16th day of JUNE, 2011.

FOR THE ASSOCIATION:



FOR THE EMPLOYER:


Dennis Clough, Mayor

APPENDIX A
SALARY SCHEDULE

Base salaries shall be paid in bi-weekly pay periods pursuant to the following schedule.

	<u>Eff. 3/1/10</u>	<u>Eff. 3/1/11</u>	<u>Eff. 3/1/12</u>
<u>Fire Fighter (3rd Grade)</u>	<u>\$55,847</u>	<u>\$57,522</u>	<u>\$59,248</u>
<u>Fire Fighter (2nd Grade)</u>	<u>\$59,828</u>	<u>\$61,623</u>	<u>\$63,472</u>
<u>Fire Fighter (1st Grade)</u>	<u>\$66,339</u>	<u>\$68,329</u>	<u>\$70,379</u>
<u>Mechanic</u>	<u>\$69,658</u>	<u>\$71,748</u>	<u>\$73,900</u>
<u>Lieutenant</u>	<u>\$73,637</u>	<u>\$75,846</u>	<u>\$78,121</u>
<u>Captain</u>	<u>\$81,737</u>	<u>\$84,189</u>	<u>\$86,715</u>

Pay differential between ranks (Fire Fighter to Lieutenant and Lieutenant to Captain)(Base pay only) shall be eleven (11%) percent:

Fire Fighters hired prior to January 1, 1983 that have twenty (20) years or more of service with the City of Westlake shall have paramedic pay included as a part of their base pay whether or not they maintain their paramedic certification.

Fire Fighters hired prior to January 1, 1983 that have less than twenty (20) years of service with the City of Westlake shall receive a reduction in base pay of five hundred (\$500.00) dollars per year if they do not maintain their certification.

Fire Fighters hired After January 1, 1983, must maintain their paramedic certification since that was a condition of employment at the time of their hire.

In addition to guaranteeing the above increase for three (3) years, a paramedic who loses his paramedic certification because of physical or psychological reasons, upon certification of a doctor of the Employer's choosing, shall continue to receive the compensation.

Should the diagnosis of the paramedic's doctor and Employer's doctor differ, by mutual consent a third doctor shall be chosen. The diagnosis of the third doctor shall be final.

APPENDIX B
DRUG-FREE WORKPLACE POLICY

Section 1. Statement of Policy.

- A. Both the Employer and the Union desire a workplace that is free from the adverse effects of alcohol and other drugs. As such, both parties acknowledge that substance abuse is a serious and complex, yet treatable, condition/disease that adversely affects the productive, personal and family lives of employees. The parties further acknowledge that substance abuse may lead to safety and health risks in the workplace, for the abusers, their co-workers, and the public-at-large. Accordingly, the Employer and the Union pledge to work collaboratively in programs designed to reduce and eradicate the abuse of alcohol and drugs.
- B. The Union recognizes the need to address problems associated with having on-duty employees under the influence of alcohol or drugs. The Union also recognizes the Employer's obligations under the Federal Drug-Free Workplace Act of 1988 and other Federal laws and regulations concerning the controlling of substance abuse in the workplace. At the same time, the Employer recognizes employees' rights to privacy and other constitutionally guaranteed rights, as well as the due process and just cause obligations of this Agreement. Both parties agree that the emphasis of any drug-free workplace programs shall be to prevent and rehabilitate employees and to abate risks created by employees who are on duty in an impaired condition.
- C. Each employee will be provided with a written description of the Employer's drug testing policy, including the procedures under which a test may be ordered, procedures for obtaining samples for testing, how testing will be conducted and reported to the Employer and employees; and the potential consequences of refusing to submit to testing or of positive test results. In addition, managers and supervisors shall be provided training about the Drug-Free Workplace Policy and alcohol and the drug-testing program in order to ensure that the policy and program are administered consistently, fairly, and within appropriate Constitutional parameters.
- D. The confidential nature of the medical records of employees with substance abuse problems shall be preserved. Similarly, all records relating to drug tests and their results shall be maintained in the strictest confidence.
- E. All Department heads, managers, and supervisors are responsible for adherence to, and implementation, enforcement, and monitoring of, this policy.

Section 2. Drug-Testing Conditions.

Employees covered by this Agreement may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of the presence of alcohol:

Where there is reasonable suspicion to believe that the employee, when appearing for duty or on the job, is under the influence of, or his/her job performance, is impaired by alcohol or other drugs. Such reasonable suspicion must be based upon objective facts or specific circumstances found to exist that present a reasonable basis to believe that an employee is under the influence of, or is using or abusing, alcohol or drugs. Examples of reasonable suspicion shall include, but are not limited to, slurred speech, disorientation, abnormal conduct or behavior, or involvement in an on-the-job accident resulting in disabling personal injury requiring immediate hospitalization of any person or property damage in excess of five hundred (\$500.00) dollars, where the circumstances raise a reasonable suspicion concerning the existence of alcohol or other drug use or abuse by the employee. In addition, such reasonable suspicion must be documented in writing by the person having such suspicion. The immediate supervisor shall be contacted to confirm a test is warranted based upon the circumstances. Such written documentation must be presented, as soon as possible, to the employee and the department head, who shall maintain such report in the strictest confidence, except that a copy shall be released to any person designated by the affected employee.

Section 3. Testing Procedures and Guarantees.

- A. An employee reasonably suspected of using or abusing alcohol or other drugs, while on duty, or of being under the influence of same, while on duty, may be required to submit a urine specimen for testing for the presence of drugs or a breath sample for the testing of alcohol. The breath sample will be taken by a Sheriff or Police Department, State Patrol or qualified person. Urine specimen collection shall occur at the collection site designated by the Employer in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee in accordance with standards provided under the guidelines published by the National Institute of Drug Abuse (NIDA).
- B. Prior to submitting the sample, the employee shall be required to complete a form indicating all drugs currently being taken and any toxic substances he/she may have been in contact with. This information will be forwarded to the laboratory with the samples.
- C. All procedures and protocols for collection transmission and testing of the employee's urine shall conform to the NIDA guidelines.

All procedures and protocols for collection and testing of the employee's breath shall conform to the methods and procedures set forth in the Ohio Revised Code. The instrument used must be listed in OAC Rule 3701-53-02A. A test result which indicates a .04% blood alcohol level will be considered a positive test. Level of concentration must be that established in O.R.C. Section 4511.19.

- D. All urine testing shall be conducted by a laboratory certified by the NIDA.

- E. The urine testing shall consist of a two (2) step procedure: (a) initial screening; and (b) confirmatory testing. If the screening procedure reveals a positive result, the sample shall be subjected to a different confirmatory test. Notification of test results to the affected employee's department head shall be withheld until the confirmatory test results are obtained. In those cases where the second test confirms the presence of alcohol or drug(s) in the employee's system, the sample shall be retained for a period of six (6) months to permit further testing, in case of a dispute. An employee has the right to submit information to explain the reason(s) for a positive test.
- F. The initial screening shall be accomplished by means of a Thin Layer Chromatography (TLC) or equally reliable testing procedure, and the confirmatory testing shall be accomplished by means of a Gas Chromatography/Mass Spectrometry (GC/MS).
- G. Employees shall have the right to consult with a Union representative, if one is available within one (1) hour prior to testing, and a Union representative may accompany the employee to the specimen collection site.
- H. Any employee who refuses to submit to a properly ordered alcohol or drug test may be subject to disciplinary charges for insubordination consistent up to and including termination.
- I. In all cases in which the employee provides a sufficient urine sample at the time of original sample collection, he/she has the right to a confirmatory test of a one half (1/2) portion of the original sample at a NIDA-certified laboratory of the employee's choosing, at the employee's expense, within ten (10) working days after receipt of notice of the positive test result. To permit this, and to ensure the integrity of samples, each sample shall be split by the NIDA-certified laboratory under contract with the Employer to perform such tests at the time and place of collection and prior to testing. One (1) part thereof shall be stored by such laboratory, to be disposed of by the direction of the employee.
- J. When any sample is collected it shall be handled by proper chain of custody procedures from sample collection to return of the written report. Collection procedures shall be used which ensure security for the specimen, freedom from adulteration of the specimen, and privacy for the employee.
- K. Subject to the reasonable requirements of the laboratory, the Union shall have the right, upon reasonable request made to the laboratory, to inspect and observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results, if the release of such information is authorized, in writing, by the affected employee.
- L. The NIDA established levels for each drug tested for shall be used to determine whether a test is positive with respect to that drug. Testing shall be limited to the

following groups of substances: marijuana (THC); cocaine; amphetamines; opiates; and phencyclidine (PCP).

Section 4. Notice of Drug-Related Convictions.

As required by the Federal Drug-Free Workplace Act of 1988, each employee covered by this Agreement is required to notify his/her Department Head or his/her designee, with-in five (5) days after he/she is convicted of a violation of any federal or state criminal drug statute, provided such conviction occurred at the workplace or any location where the employee is working at the time of the incident which led to the conviction. Each agency is required to notify any federal agency with which it has a contract or grant, within ten (10) days after receiving notice from the employee, of the fact of such conviction. Any employee's failure to report such a conviction will subject such employee to disciplinary action, up to and including termination.

Section 5. Disciplinary Action.

Consistent with Article XLI, Employee Assistance Program, any employee who is determined to be under the influence of, or using, alcohol or other drugs, while on duty, as confirmed by testing pursuant to this policy, shall be subject to disciplinary action, up to and including termination.

APPENDIX C
NOTICE OF DISCIPLINARY ACTION

TO: _____

FROM: _____

DATE: _____

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Employer proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action.

Please read the attached information regarding these rights.

APPENDIX E

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative or Union attorney, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 5 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union or Union attorney to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

POLITICAL CONTRIBUTION CERTIFICATION

Ohio law requires that every person or business that is seeking to have a public contract awarded with the City of Westlake be in compliance with Ohio Revised Code Section, 3517.13 regarding political contributions. I hereby certify that at the time my bid/proposal was submitted, I was in full compliance with Ohio Revised Code Section, 3517.13.

Signed:

Title

Date

Labor\Westlake\Fire -- Exp.2013 - FINAL