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STATE EMPLOYMENT
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COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF CUYAHOGA FALLS, OHIO

and

**INTERNATIONAL FIREFIGHTERS'
ASSOCIATION**

LOCAL #494

EFFECTIVE FROM

JANUARY 1, 2011 TO DECEMBER 31, 2012

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BETWEEN
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AND
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LOCAL #494**

EFFECTIVE FROM
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PREAMBLE

The following Agreement between the City and the Union is recorded in written form to meet the requirements set forth in Section 4117.09(A) of the Ohio Revised Code, which requires the execution of a written contract incorporating any agreement reached. This Agreement is designed to maintain and promote a harmonious relationship between the Union and the City and to encourage more efficient and progressive service in the public interest.

Article 1. Purpose

The objectives of this Agreement are as follows:

1. To achieve and maintain a satisfactory and stabilized employer-employee relationship and improved work performance.
2. To attract and retain qualified employees.
3. To assure the effective service.
4. To provide an opportunity for the Union and the City to negotiate over wages, hours and conditions of employment, as provided herein. It being understood that this Agreement pertains to all employees within the bargaining unit defined hereunder.

Article 2. Recognition of Cuyahoga Falls Fire Fighter's Association, AFL-CIO

Local No. 494, International Association of Fire Fighters, AFL-CIO, is hereby recognized as sole and exclusive bargaining agent and representative for the purpose of collective bargaining for the unit consisting of City Employees having Classifications and Titles in "Appendix A," attached hereto, and excluding elected and appointed officials; police patrolmen, sergeants, lieutenants and dispatchers represented by the FOP/OLC; supervisory employees; part-time employees; employees in the Utility Workers Union Local No. 399, AFL-CIO,

bargaining unit; employees in AFSCME Local No. 2662, AFL-CIO bargaining unit; and all other employees covered by any of the exemptions stated in O.R.C. 4117.01(C).

Article 3. Subject Matter for Negotiations

1. Wages
2. Fringe Benefits
3. Hours
4. Working Conditions

It is further mutually agreed between Union and the City the following subjects are the sole responsibility of the City and thereby excluded from bargaining:

1. The work to be performed by the employee within his department.
2. Procedure in which the work is to be performed.
3. The tools, machines, equipment necessary to perform the work.
4. Appropriation of money funds for the Fire Department.
5. The organizational structure of the department.
6. Selection of supervisors and promotions.
7. The need for overtime work, or the need for increasing or decreasing a complement of employees.
8. Employment standards and selection of new employees.

It is further mutually agreed between Union and the City that except as otherwise specifically agreed upon herein, all provisions of this agreement are subject to the Civil Service rules and regulations of the Civil Service Commission of Cuyahoga Falls, Ohio.

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

negotiated and signed this agreement. By written mutual consent of Union and the City, the covenants of this paragraph may be waived for negotiations on the Article or subject.

Amendments. This Agreement shall not be amended during its term except by mutual agreement. Amendments or supplements to this Agreement may be proposed by either party giving thirty (30) days written notice to either party of said Article(s), Section(s), that are proposed to be amended or supplemented.

Upon mutual agreement of both parties, negotiations shall be entered into during the above thirty (30) day period to consider any said amendments or supplements.

Article 4. Management Responsibilities

Nothing in this agreement shall be construed as delegating to others the authority conferred by law on any City official, or in any way abridging or reducing such authority, but this agreement shall be construed as requiring said City officials to follow the procedures and policies herein prescribed, to the extent they are applicable, in the exercise of the authority conferred upon them by law.

Article 5. Rights of Employees

It is agreed that any employee, excepting those excluded, have the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. Said Union shall not indulge in restrictions or practices which deny membership of employees of the City of Cuyahoga Falls, Ohio, because of sex, race, color, creed or national origin and shall be free of corrupt influences. It is further agreed that there shall be no discrimination among employees by virtue of participation or non-participation in union affairs. Employees have the right to maintain "outside employment", provided such employment, in the opinion of the Fire Chief, does not interfere with their duties as a Fire Fighter.

Employees promptly will be given a copy of any written reprimand put in their files. Within five days of receipt of the written reprimand, the employee may submit a signed written response to it. Said response shall be attached to the reprimand and included in the employee's file. All written reprimands shall be dated and shall contain the dates of the incidents to which they refer. Access to and use of personnel files shall be restricted in accordance with the applicable state statutes.

Article 6. Union Stewards

For the purpose of this Agreement the Union may have three stewards selected by the Union on the basis of one steward for each working shift, who

shall be selected from the bargaining unit. Mutual consent of both parties is necessary for appointment of more than three (3) Union stewards. The steward shall act as the steward only for his shift and may function as an alternate steward in place of another shift steward who is absent, unavailable, or personally involved in the grievance presented. The names of the stewards shall, within three (3) days of appointment be reported in writing, to the Fire Chief or his designee. A steward is permitted to leave work to represent a member at a hearing if requested by the member, and if consent is obtained from the Fire Chief or his designated representative. A steward shall be permitted reasonable time, not to exceed two (2) hours to investigate and process each grievance. The City may extend this time period for good cause shown by the steward. Union business other than listed above in this paragraph shall be conducted in such manner as not to interfere with the work assignment of the steward involved or the work assignment of any other employee. The President of the Union or his designee shall have the privilege of attending hearings on request of the employee and/or the City.

The President of the Union shall also have the privilege of attending City Council and Civil Service Commission meetings. Union representatives shall follow the chain of command in dealing with the City.

Article 7. Payroll Deduction of Dues

The City will continue to deduct I.A.F.F. Union dues, fees and assessments once each month for employees who have voluntarily authorized such deductions in accordance with the law. However, the City will make only one change in the deduction of dues, fees and assessments per calendar year, except for those individual changes concerning the Union sponsored insurance program. The form for said assignment shall be furnished by the I.A.F.F. and it is agreed that the I.A.F.F. will save and indemnify the City of Cuyahoga Falls harmless from any and all claims of liability of any sort resulting from the making of deductions in accordance with said form and this Agreement. It is agreed by the City that either within two (2) weeks or the next pay day, after said form is submitted for deduction of payroll dues, whichever is later, deductions for new members will be made. The I.A.F.F. shall annually afford its members an opportunity to cancel their dues deduction authorization during a period of not less than two (2) weeks. This two (2) week period shall be from December 1st to December 15th of each year for the ensuing calendar year.

Article 8. Saving Clause

If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained

by such tribunal, the remainder of this agreement and the addendums shall remain in full force and effect for the contract term.

Should any article of this agreement be held invalid or inoperable by a court or tribunal of last resort, the City and the Union will meet within 30 days of the determination to negotiate a lawful modification or substitute.

Article 9. Visitation of Union Officials/Leave for Conventions, IAFF Meetings

Accredited representatives of the Union may have access to the working areas of its members at reasonable times during working hours, provided prior approval is obtained from the Fire Chief or his designated representative.

Delegates or alternates elected by the Union shall, unless their absence cannot be excused due to an emergency declared by the Chief, be granted time off to perform their union functions such as attendance at Union conventions and State IAFF meetings. This section shall not obligate the City to grant more than a total of one hundred, ninety-two (192) hours off to the bargaining unit for use in each two year biennium commencing January 1, 2008; however the Chief may, at his sole discretion, grant additional time off. Such time off shall be with pay.

Such Union officials shall request union use days at least two (2) weeks in advance of their occurrence. If, at any time up to one (1) week before the scheduled union use day, it becomes apparent that the use of a union use day will require the use of overtime to meet minimum staffing levels, the Chief may condition the granting of the request for the union use day upon the union official arranging to use trade time to trade his shift with another firefighter who will then work the shift of the union official. Once a union use day is permitted by the Chief, he shall not revoke such permission within one week before the scheduled union use day except in the event of a emergency. "Emergency" does not include the need for overtime to meet minimum staffing levels.

Article 10. Bulletin Boards

The City shall furnish for the Union bulletin board use at each Fire Station which shall be used for the following notices:

1. Recreational and Social Affairs of the Union.
2. Union meetings.
3. Union election.
4. Reports of Union Committees.
5. Rulings or policies of the International Union.

None of the foregoing notices shall contain anything political, (including matters of local politics and any boycott efforts), controversial or anything

pertaining to the City, any of its employees or any labor organizations. Any violation of this section by the Union shall entitle the City to immediately cancel the provisions of this section and use of the bulletin board by the Union.

Article 11. City Security/No Lockout

A. The Union and the City agree that the public interest requires the efficient and uninterrupted performance of emergency services, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. The Union agrees that during the life of this agreement it will not cause, encourage, participate in or support any strike or picketing against the City or any slow down or other interruption of or interference with the normal operation and service of the City's departments.

B. In the event of a strike, work stoppage or interference with the City's operations by bargaining unit employees, the President of the Union shall within twenty-four (24) hours publicly disavow such strike or work stoppage and request the employees to return to work and attempt to bring about prompt resumption of normal operations. Such request shall be made in writing with a copy of such written request supplied to the City. The Union shall notify the City within twenty four (24) hours after the commencement of such work interruption as to the measures taken to comply with the provision of this Article.

C. Violation of any provision of this Article by the Union shall be cause for the City's terminating this agreement upon the giving of written notice to this effect to the President of Fire Fighter's Local 494, in addition to whatever other remedies may be available to the City at law or in equity.

D. In the event that the provisions of this Article are not complied with, such non-compliance shall be considered an unfair labor practice and the Union shall pay a fine not to exceed \$250.00 per day while such illegal activity is being conducted.

E. Failure of any bargaining unit member scheduled to be on duty who fails to respond to his President's request to return to work shall result in disciplinary action up to and including discharge without recourse.

F. The City agrees that it will not lock out employees nor will it do anything to prevent such continuity of performance by said employees, in so far as such performance is required in the normal usual operation of services of Municipal Departments.

Article 12. Waiver in Case of Emergency

In cases of circumstances beyond the control of the City, such as an act of God, riot, flood, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of other City employees and being deputized as law enforcement officers, the following conditions of this

agreement shall be automatically suspended without recourse from the union upon declaration of said emergency by the Mayor:

1. Time limits for the City's replies on grievances.
2. Limitations on distribution of work assignments.
3. Limitations on distribution of overtime.

The City reserves the right, during any such emergency, to assign employees to work without regard to their employment classifications.

Article 13. Labor-Management Committee

In the interest of sound relations, a joint committee of no less than six (6) nor more than eight (8) members, half of whom shall be from the Union, will convene from time to time, but not less than once every ninety (90) days for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect in the solution of common problems. Either the City or the Union may request that a representative of the Finance Department participate in a scheduled Labor Management Committee meeting. The City and the Union shall each select their own Labor-Management Committee members. The Union may prepare and submit a report of the meeting to the Mayor.

Prior to the implementation of a new, or revision of an existing policy, that materially affects the members of the Union, the City shall notify the Union. The notification shall include the language of the new or modified policy as well as the date of implementation. Nothing contained herein shall limit the City's ability to implement new or change existing policies.

Article 14. Joint Health/Safety Committee-General Policy

A. There shall be created a Joint Health/Safety Committee composed of two (2) members of the City, (to be selected by the Chief) and two (2) members of the Union (to be selected by the Union President) who shall meet not less than every six (6) months or as otherwise needed to:

1. discuss and make recommendations regarding matters related to the health and safety of bargaining unit members; and
2. review and make recommendations on the care and treatment of injured fire fighters so that a standardized medical protocol can be initiated with medical facilities that are designed to treat fire fighters on an emergency basis.

In furtherance of its goal of reducing accidents, deaths, injuries and illnesses in the fire service, the Committee may ask the advice and opinion and/or obtain recommendations from experts and authorities on safety and health matters including the City's Medical Advisor.

Except in emergency situations, excluding items already reviewed by the Joint Health/Safety Committee, the Chief shall give prior notice of his intent to purchase firefighting protective clothing and/or SCBA equipment to the Union President. Within ten (10) calendar days after receiving such notice the Union President may, at his option, call a meeting of the Joint Health/Safety Committee to present any recommendations or other input he may have regarding any such proposed purchase.

B. Specific Health/Safety Standards:

The City agrees to furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices necessary to preserve and protect the safety and health of fire fighters.

All protective clothing and equipment shall currently or when replaced meet standards existing or enacted during the term of the Agreement that meets or exceeds NFPA standards.

Air quality of the cascade system shall be tested according to NFPA standards and only personnel who have been trained and certified by the manufacturer or applicable governmental agency shall be permitted to perform maintenance and/or repairs on SCBA.

Unless the Fire Chief in his absolute discretion decides otherwise, employee station uniforms shall meet the non-flammability criteria for char-length and after flame time in accordance 29 CFR 1910.156(e)(3)(ii)(B), OSHA Fire Brigade Standard and no other station uniform shall be permitted to be worn while on duty.

The structural integrity and safety of aerial devices shall be inspected and tested at least every other year using accepted test procedures. A copy of the test results shall be supplied to the Joint Health/Safety Committee.

Article 15. Protective Clothing Standards

The parties agree that it is in the best interests of the City and the fire service to provide protective clothing used by fire fighters in the performance of their duties which meets or exceeds OSHA and NFPA standards. Therefore, as obsolete protective clothing is replaced, the City agrees to purchase and provide protective clothing that meets or exceeds said standards for such clothing as are in effect at the time of the signing of this Agreement.

For the purpose of this Article "Protective Clothing" means and shall be limited to: helmets, face shields and helmet liners, turn-out coats including vapor and thermal liners, bunker pants including vapor and thermal liners, gloves, wristlets, hoods and boots.

Article 16. Riot Control

In case of riot or civil disturbances within the City of Cuyahoga Falls or in any City, Township or Village that has, or may have in the future, mutual aid agreements, the members of this unit shall not be deputized as law enforcement officers, or be required in any manner to bear arms against any citizen of the United States, except in performance of duty as a member of the Armed Forces of the United States. During the herein mentioned emergency, members of this unit shall perform fire fighting or related duties, and it shall be the City's responsibility to provide protection to the unit members so engaged in their duties. If such protection cannot be provided, then the unit will not go or will return if already in a riot or civil disturbance area.

Article 17. Administrative Leave

The Chief may place any member on Administrative leave when, in the exercise of his discretion, he determines it is in the best interest of the member or the Department. Administrative Leave shall be leave with full pay and benefits. Administrative Leave is not punitive or disciplinary in nature. A member on Administrative Leave shall not report for duty during the period of such leave.

Article 18. Grievance Procedures

A. Definitions:

1. A "grievance" is a dispute between the City and the Union, or an employee or group of employees as to the interpretation, application or violation of any terms or provisions of this Agreement.
2. "Working days" means work days Monday through Friday and excludes Saturdays, Sundays and holidays.
3. "Grievant" means the person or persons who file a grievance.

B. Steps in Procedure:

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

STEP 1. A grievance must be presented in writing to the Fire Chief within four (4) working days after the employee knew or reasonably should have known of the occurrence leading to the grievance. The grievant may be accompanied by a duly authorized Union steward if the grievant so requests. The

Fire Chief will reply in writing within four (4) working days after it has been presented to him. If the grievant or the Union does not invoke Step 2 of this procedure within three (3) working days after the Fire Chief's reply on Step 1, said grievance shall be considered satisfactorily resolved.

STEP 2. If the grievance is not resolved at the first step, the Union, within three (3) working days after receipt of the Fire Chief's written answer to the grievance, may appeal in writing to the Mayor/Safety Director.

The Mayor/Safety Director or his designee shall individually confer with the Fire Chief, and the grievant (who may request that he be accompanied by his Union steward) before making a determination in the matter. The decision shall be reduced to writing by the Mayor/Safety Director or his designee and submitted to the grievant, and the Union within seven (7) working days from his conference with the grievant, but in no event longer than ten (10) working days from his receipt of appeal to the Mayor/Safety Director. If the grievant or the Union does not invoke Step 3 of this procedure within seven (7) working days after the herein required answer of the Mayor/Safety Director said alleged grievance shall be considered satisfactorily resolved.

STEP 3. The Union may appeal further in writing within seven (7) working days after receipt of the written answer to Step 2 to binding arbitration. The parties shall contact the U. S. Department of Labor, Federal Mediation and Conciliation Services to request a panel of five (5) arbitrators. Upon receipt of such names, the parties shall immediately meet and select an Arbitrator whose decision on the grievance shall be final and binding.

The single Arbitrator shall be selected by the parties by alternately striking the names of one person until a single Arbitrator remains. The first strike will be taken after the toss of a coin, the Arbitrator selected so notified.

An arbitration hearing will be convened within thirty (30) days of the date upon which the Arbitrator is notified or at such time as the Arbitrator selected shall be available. The arbitrator's decision shall be strictly confined to interpretation of this contract and the arbitrator shall have no authority to add to, change, or modify this contract. The decision shall be issued in writing. This decision shall be final, conclusive and binding on the Union, the City and the grievant.

The losing party shall pay all third-party expenses incurred in connection with tribunal proceedings.

C. Exclusivity:

This grievance procedure is the exclusive method of settling or adjudicating disputes within its scope and, to such matters, supersedes any and all civil service and court procedures which otherwise might be available.

D. Waiver and Settlement:

Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievances, and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein shall be considered withdrawn and shall not be subject to further discussion or appeal. The grievant and the Union shall be deemed to have waived their rights with respect to all matters within the scope of such grievance, but withdrawal of the grievance because of the failure to timely pursue it shall not be considered a binding precedent against the Union if any similar issues arise in the future. If the City fails to meet time limits established by this procedure, then the grievance may be appealed to the next step. This grievance procedure is the exclusive method for resolving disputes within its scope.

E. Time limitations in the grievance procedure may be extended by mutual agreement with the Union. However, the extension must be for a definite period of time and must be in writing and signed by both parties.

F. Grievance forms shall be provided by the Union in triplicate form. Copies of the forms shall be available through representatives and/or officers of the Union and made available to the City for employees.

G. When employees are required at arbitration tribunal hearings during their regularly scheduled work hours, they shall be released from work without loss of pay for time spent at the hearing. No employee shall be paid under this provision except for time during which the employee otherwise would have been scheduled to work; for example, an employee who leaves work for the hearing two (2) hours before the end of his regular shift and who remains at the hearing for three (3) hours, shall be entitled to two (2) hours pay. The parties shall try to schedule their witnesses to avoid unnecessarily causing an employee to miss work.

H. The Union or official representatives of the Union shall have the right to initiate and file a policy and/or group grievance which affects all or a substantial group of employees, by filing any such grievance at Step 1 of the grievance procedure within five (5) working days after its occurrence.

I. Where an employee(s) does not elect to be represented by the Union at any step of the grievance procedure excluding Step 3, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this agreement.

Article 19. Disciplinary Procedures

A. The City will not suspend an employee without pay, discharge an employee, or implement a disciplinary reduction in pay or position without just

cause except that the City may remove or reduce a probationary employee during the second half of his probationary period as provided by state law.

B. An employee shall, on his request, have the right to be represented by his steward or another appropriate Union officer when disciplinary penalties are imposed. Further, an employee, on request, shall have the right to be represented by a steward or another appropriate Union officer at any interview if the employee has a reasonable basis for believing that the interview may lead to suspension without pay or discharge.

C. Copies of written disciplinary actions shall be furnished to the Union President within 24 hours.

D. The right to enforce this Article in the contractual grievance procedure shall be in lieu of and shall supersede the right which otherwise would exist to pursue disciplinary matters through civil service or court procedures.

E. The City agrees to practice progressive corrective discipline except in cases where corrective progressive discipline cannot or should not be expected.

Article 20. Tour of Duty for Fire Fighters

A. The normal tour of duty for fire fighters, except those fire fighters assigned to a forty-hour week, shall be an on-duty period of twenty-four (24) hours. A work day shall be deemed to be that period commencing at 8:00 a.m. and continuing through the next twenty four-hour period. The normal work week for employees assigned to the twenty-four hour tour of duty shall be deemed to be fifty-two (52) hours.

B. When a 24 hour shift employee is scheduled to work 7 tours in a 19 day work period, one of those tours must be scheduled as an Extra Day Off (EDO). To the extent possible without incurring extra cost, the City shall devise schedules so that each employee's EDO falls on the same weekday. For example, if the first EDO in an individual's schedule is Monday, every subsequent EDO in the schedule should also be a Monday.

The Chief shall prepare Shift Rosters and Station Assignments for each year not later than November 30 of the prior year. Nothing contained herein shall be construed as prohibiting the Chief from making adjustments to the Shift Rosters and/or Station Assignments during the course of the year. At the time EDOs are picked, and again not less than one week prior to a scheduled EDO, an employee may elect to work their EDO. An employee who elects to work any EDO during the annual scheduling and who works that EDO shall be compensated for the hours worked at the rate of one and one-half times the employee's bi-weekly rate as set forth in this agreement divided by 96 hours; an employee who elects to work an EDO at a time other than during the annual scheduling and who works that EDO shall be compensated for the hours worked at the rate of one and one-half times the employee's bi-weekly rate as set forth in this agreement divided by

103 hours. These overtime calculations shall only apply to worked EDOs, and shall not otherwise affect or impair the application of Article 21(E) (Overtime). The FLSA agreement of exceeding 144 hours worked in a 19 day work cycle before an employee is entitled to overtime compensation shall not be applicable to hours worked on an employee's EDO as provided in this section. An employee who has elected to work an EDO, but who does not work the EDO shall have that day treated as an EDO and, for purposes of Article 26(F) (Sick Incentive Program), shall be deemed to have used sick leave in the amount of one and one-half times the hours not worked on the EDO. An employee who schedules vacation over an EDO may either:

1. Take the vacation/EDO day off, in which case, the employee will be credited with 24 hours in their holiday bank after the passing of the Vacation/EDO day. This time may be scheduled and taken after that date or sold per Article 24(B) at the non-EDO holiday rate.
2. Work the Vacation/EDO day and be compensated as per this article, in which case, no hours shall be credited to the employees holiday bank.

C. In order to maintain the fifty-two hour work week, the City shall pay each employee assigned to the twenty-four hour schedule an extra four hours of wages, which payment shall be included in the first paycheck annually. The City shall also credit forty-eight (48) hours to each employee's holiday bank as of January 1 of each year.

D. EDOs shall not be recognized or credited for employees on Workers' Compensation time (Article 32 - Worker's Compensation) and shall not be placed in the holiday bank, except that employees on vacation shall be permitted to place in the holiday bank EDOs which occur during their vacations.

E. Employees shall be permitted to exchange EDOs in a 19 day work period in the same manner and according to the same policies and practices as are currently in effect for exchanging tours of duty.

F. Any member of the Bargaining Unit shall have the option of declining the opportunity to attend any non-mandatory training classes that are scheduled outside the employee's regular tour of duty. Mandatory training shall be any EMT-A refresher class, ACLS class and any training required under the authority of the United States of America, the State of Ohio, or the County of Summit. The City shall provide at its cost all continuing education necessary to maintain paramedic and EMT certification of firefighters. Scheduling of such continuing education shall remain at the discretion of the Chief as a management right. Any member who schedules Vacation or Holidays or EDOs during any period mandatory training is offered must get the mandatory training on his or her own. Time off for training shall not be used to limit slots for annual vacation, holiday, or EDO scheduling.

Article 21. Overtime For Fire Fighters

“Overtime” shall be considered as time worked by the eligible fire fighter in excess of a regular work week and shall be paid as follows:

A. “Eligible Fire Fighter” shall mean all full time permanent employees of the Fire Department of the City except for the Chief and the Assistant Chiefs of the Division of the Fire Department of the City.

B. “Overtime Compensation” shall mean one and one-half times the hourly compensation rate established for the pay range, and provided further that overtime compensation may be granted in the form of compensatory time off only if the Fire Chief approves an employee request that compensatory time to be granted in lieu of extra monetary compensation for overtime work. The employee must make this election immediately after the pay period in which the overtime was accumulated. In the event an employee elects to take overtime compensation in the form of compensatory time off then he shall, subject to the Fire Chief’s approval, use such compensatory time off within 180 days of the date upon which said compensatory time was earned. Any compensatory time-off which is not used within said 180 days shall be automatically paid to the employee in his next paycheck.

C. Members shall be paid at a pay rate of time and one-half of each hour’s work in excess of the scheduled work day, provided the employee has worked. In the event a member is called in to work overtime on Thanksgiving or Christmas for shift fill, emergency recall, or run past shift calls, the member shall be paid at a rate of two times each hour worked.

D. Overtime work shall be any time over normal tour of duty up to one-half hour and any time thereafter, the employee is paid in increments of one-quarter hour. If an eligible fire fighter is summoned for such overtime work after his normal working day, he shall receive a minimum of two (2) hours at overtime rate for reporting.

E. Overtime pay rate for eligible fire fighter shall be computed on the basis of dividing the annual salary by 2080 hours.

F. It shall be understood that no eligible person, regardless of rank or seniority, shall be shown preferential treatment in the distribution of overtime and that every effort shall be made to insure an equitable distribution of overtime work.

The equitable distribution of overtime work required by this section shall be among employees in fire prevention, other forty (40) hour per week employees and twenty-four (24) hour shift (Platoon) employees. Further, for the purpose of implementing this provision, distribution of overtime shall be determined on a year-to-year basis (January to January), not day-to-day, and any employee who

works overtime shall be charged for the hours actually worked, but any employee who is offered and declines overtime work shall not be charged.

G. Any member who is required to make an off-duty appearance in a judicial proceeding at the request of an attorney representing the City of Cuyahoga Falls or the State of Ohio, shall be compensated at the overtime rate for the greater of two hours or the actual time spent at the judicial hearing. For purposes of this provision, "judicial proceeding" includes court proceedings, depositions, administrative hearings, and attorney/witness preparation.

Article 22. Scheduled Time Off

- A. The Chief shall permit members to begin selecting time off for each year no later than December 1st of the prior year. Such selection of time off shall continue until all members have exhausted their contractually awarded EDO's, vacation and holidays by either scheduling them or passing.
- B. Assuming a shift strength of 26 (twenty six) members or less, at the time of selecting time off as provided in Paragraph A above, six members shall be able to schedule either an EDO, Vacation or Holiday for any given calendar day.
- C. In the event shift strength exceeds 26 members for any or all shifts at any time, the number of members scheduled off per day shall be revisited and renegotiated by the parties prior to the selections being made as provided in A above.
- D. Time off shall be selected by departmental seniority within the member's scheduled shift, without regard to rank within the Fire Department provided that not more than a total of four members above the rank of fire fighter shall be scheduled off on any work day.
- E. Time shall be scheduled off as follows: EDOs shall be scheduled first based on the number of slots allocated to EDOs by the Chief or his designee, provided that the number of EDO slots shall be allocated equally to each working day of the appropriate cycle. EDOs shall be selected by departmental seniority within the member's scheduled shift, without regard to rank within the Fire Department
- F. Vacations shall be scheduled second, in the remaining available slots. When it is a member's turn to pick vacation time, the member may select all or part of his accumulated vacation time. Vacations must be selected in one (1) week increments, running from Sunday to Saturday. There are no restrictions on the number of weeks of vacation time that can be selected to run consecutively.
- G. Holidays shall be scheduled last. When it is a member's turn to pick holidays, the member may select not more than two at a time.
- H. For purposes of scheduling time off in Paragraph A above, members on Workers Compensation leave, extended sick leave, FMLA leave, training

classes and any other long term leave shall not be considered as one of the SIX members off as contemplated in Paragraph B above.

Article 23. Vacation

A. Vacation Schedules

All members of this bargaining unit shall receive vacation privileges in accordance with Ordinance 103-1979 except as otherwise provided herein. Said vacation schedule shall be as follows:

Forty Hours Per Week Employees

After 1 year to 5 complete years	2 weeks
6 years to 10 complete years	3 weeks
11 years to 15 complete years	4 weeks
16 years to 20 complete years	5 weeks
21 and over complete years	6 weeks

Platoon Employees

After 1 year to 5 complete years	6 Tours of Duty but in no event to exceed 2 actual weeks
6 years to 10 complete years	9 Tours of Duty but in no event to exceed 3 actual weeks
11 years to 15 complete years	12 Tours of Duty but in no event to exceed 4 actual weeks
16 years to 20 complete years	15 Tours of Duty but in no event to exceed 5 actual weeks
21 and over complete years	18 Tours of Duty but in no event to exceed 6 actual weeks

Vacations shall be selected by departmental seniority, within the member's scheduled shift, without regard to rank within the Fire Department. When it is a member's turn to pick vacation time, the member may select all or part of his accumulated vacation time. Vacations must be selected in one (1) week increments, running from Sunday to Saturday. There are no restrictions on the number of weeks of vacation time that can be selected to run consecutively.

Newly hired employees shall not be entitled to any vacation privileges during the first calendar year of employment. During the second calendar year of employment vacation privileges shall be granted based on the length of service in the preceding calendar year, in accordance with the schedule attached as Appendix C.

B. Vacation Options

An employee may carry over, with the approval of his department or division head and certification to the Finance Department, one-half of his previous year's vacation into the following year only.

Employees who have completed five (5) years of service and who qualify for three (3) weeks vacation, shall be permitted to bank a maximum of one (1) week per year of unused vacation time. Said employees who qualify for four (4) or five (5) weeks vacation, shall be permitted to bank a maximum of two (2) weeks per year of unused vacation time, and employees who qualify for six (6) weeks vacation shall be permitted to bank a maximum of three (3) weeks per year of unused vacation time.

Said vacation time shall be banked at the rate in which the vacation has been earned. The employees shall receive only upon their termination or retirement, only the sum of money for the weeks of vacation banked which shall be paid to the employees at the rate said weeks were earned.

Employees must designate prior to December 1st to the Finance Department their desires as to which program their unused vacation time shall be allocated. The employees must choose either to bank or carry over their unused vacation time and they shall not be permitted to do both in any given year.

An employee may sell vacation under the same terms and conditions as vacation banking set forth above except that:

1. vacation may be sold in one (1) week increments only
2. vacation must be sold in the year in which it is credited to the employee, and
3. an employee may both bank and sell vacation, as provided herein, in the same year.

Article 24. Holidays

A. All members of this bargaining unit shall be granted compensatory time off, a work day off or an additional holiday allowance as provided in part "B" of this Article for the following holidays: New Year's Day, Martin Luther King, Jr. Day, Washington's Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, Friday after Thanksgiving, and

Christmas Day and the 48 hours of holiday time as provided in Article 20(C) above.

Martin Luther King, Jr. Day and Columbus Day are granted as holidays to members in lieu of two Personal Leave Days.

At the beginning of the calendar year, each member may designate and set aside up to 48 hours of holiday time that may be used at any time in the year in hourly increments with the prior permission of the Chief. Unused converted holiday hours shall be cashed out at the end of the calendar year at the rate that would have been used had the time not been used as provided herein.

B. Except as otherwise provided herein, all members of this bargaining unit whose work week is not forty (40) hours shall have the option of taking either compensatory time off with pay or an additional allowance of Three Hundred Sixty Dollars (\$360.00) in lieu of compensatory time off for any of the above mentioned holidays except for three (3) such holidays. The City Safety Director shall have the option to grant either compensatory time off with pay or an additional allowance of Three Hundred Sixty Dollars (\$360.00) in lieu of compensatory time off for three (3) of the above mentioned holidays. Said option shall be exercised no later than November 30 of the prior year. Employees have the option of working any two of the holidays provided above and being compensated as per the provisions of Article 20(B) pertaining to EDOs. For the calendar year of 2002 only, the compensation for Holidays sold as EDOs shall be hours worked times one and one half the employees bi-weekly rate divided by 96 hours.

C. Subject to the provisions of "B" above, the total annual compensatory time off provided for in this Article shall be advanced and credited to each fire fighter on January 1st of each year of this Agreement. Thereafter, each fire fighter may, during any pay period within the year, request payment in lieu of compensatory time off for all or part of any such advanced but unused compensatory time off remaining so long as each such request is for a minimum of at least twelve (12) hours pay. Any such request for payment in lieu of compensatory time off must be made at the time and in the manner prescribed by the Director of Finance.

D. Compensatory time off earned under this Article must be used or payment made in lieu of such use within the period from January 1 to December 31 each year. Any compensatory time off which is not used within such period each year shall be forfeited unless the employee requested on several occasions to use said compensatory time within the one (1) year period specified and such requests were denied, in which case the employee shall be paid for such unused compensatory time off at the end of said one (1) year period.

E. In the event a member leaves employment with the City prior to December 31 in a given year, and further provided he has used or sold one or

more holidays that would otherwise fall in the calendar year after the date of his separation from employment, the member shall reimburse the City for such holidays sold or used at the rate of pay for which said holidays were sold or used. Except as provided for in Art. 39, the City may withhold such reimbursement from any final paycheck to the member.

Article 25. Trade Time

A. There are hereby established two (2) classes of trades for those bargaining unit members working the twenty-four (24) hour tour of duty schedule:

1. Complete tour of duty trade (24 hours)
2. Hour for hour trades

B. On January 1 of each calendar year, each twenty-four (24) hour tour of duty bargaining unit member shall be credited with four (4) complete tour of duty trades and forty-eight (48) hours of hour for hour trades. No member shall be eligible for overtime compensation or compensatory time off by virtue of working a trade.

C. Members shall be charged against their trade time credit when they initiate a trade with another member. The member who agrees to work the tour for the member who initiated the trade shall not have this time charged against his or her trade time credit.

D. Members who request a trade of tours shall complete all applicable paperwork required by the Fire Chief.

E. Once the applicable paperwork has been completed and the trade time has been approved, the initiating member is released from all responsibility for the working of the designated tour of duty. If the member agreeing to work the designated tour of duty for the initiating member is unable to report for reasons which qualify for sick leave or funeral leave usage, the agreeing member shall have his sick leave charged as though this was his normal tour of duty. He shall be charged hour for hour.

F. The Fire Chief reserves the right to award additional trade time to a member if he/she has used up his/her annual credit prior to December 31 of each year.

Article 26. Sick Leave

A. Employees may use sick leave upon approval of the Chief or his designee for absence due to illness or injury of the employee or employee's immediate family or when through exposure to a contagious disease, the presence of any employee at his job would jeopardize the health of others.

Sick leave shall not be used for work related injuries.

Fathers may take up to 40 hours (72 hours for those on 24 hour shifts) of sick leave within two calendar weeks after the birth of their baby to help care for the baby while the mother recovers. This use of sick leave will count against any sick leave incentive program.

Sick leave taken shall be deducted on a hour for hour basis from the employee's accumulated sick leave.

B. The Fire Chief in his absolute discretion may require that any member requesting sick leave furnish or submit to any or all of the following before he shall approve any request for sick leave:

(1) A detailed statement from the member specifying:

- a. The exact nature of any claimed illness or injury.
- b. The name, address and telephone number of any medical practitioner treating said illness or injury.
- c. The anticipated number of sick leave days required to treat said illness or injury.

(2) A medical report from the member's treating physician containing the information specified in (1) above.

(3) That the member submits to a physical examination by a physician of the City's choice.

C. A member who reports himself absent from the assigned duties due to sickness or injury shall not be permitted to engage in any other outside employment during the period of his absence consistent with the disability, nor may he return to such outside employment until he returns to work or receives permission from the Chief.

D. Should it be determined by proper medical authority that the member will not be able to return to regular duties, the City has the right to require that member to apply for disability retirement. In the event of a difference of opinion as to the member's mental or physical status regarding his ability to perform his regular duties between the member's physician and the City's physician, the issue shall be submitted to a third physician specializing in occupational medicine, whose decision shall be final and binding. Fees and expenses of the physician shall be borne equally by the parties.

E. Leave Donation Program.

It is the intent of the City and the Union to provide a sick leave donation program to allow employees to voluntarily assist their co-workers who have exhausted all their paid leave and are in critical need of sick leave due to serious illness or injury of the employee, a member of the employee's immediate family

or some other unforeseen circumstance which would place an employee in the position of needing sick leave.

Employees may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. An employee may receive donated sick leave, per pay period, equal to the number of hours the employee is scheduled to work each pay period. Donated sick leave will be subject to the conditions in this Article.

Sick leave may be donated on a strictly voluntary basis by the donor employee. Donated sick leave will not be returned by either the donee or the City. In no case may donated sick leave be converted into a cash benefit. Sick leave will be donated and used on an hour for hour basis and employees using donated leave will be considered on sick leave and will accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated sick leave will be used, if necessary, in the pay period before additional donated leave may be received. Donated leave will not count toward the probationary period of an employee if an employee is receiving/using donated leave during their probationary period. A person donating sick leave shall not have said donated sick leave counted against him for purposes of the sick leave incentive program as provided in Paragraph F of this section.

It will be the policy of both the City and the Union to respect the privacy of all employees. However, either the City or the Union, with the permission of the Employee, may inform employees of their co-workers need for leave. This will be done for informational purposes only and will not be a solicitation of leave donations by either the City or the Union.

When it becomes apparent that a qualifying employee will exhaust all time off, the Chief or his designee will notify the Union of the number of hours needed to cover the employee's upcoming payroll period, and the estimated date the employee will be able to return to work. If any members wish to donate sick leave, the Union will supply the Chief or his designee with a schedule, in a form agreed to by the Union and the Chief or his designee, delineating the donating individuals and their number of hours to be applied as donated sick leave.

Employees desiring to donate leave will certify the name of the employee for whom the donated leave is intended, the number of hours to be donated and that the leave is donated voluntarily with no provision that the leave will be returned.

F. Sick Incentive Program

For purposes of this section only, the applicable six month periods will be January through June and July through December of each year. A regular full time employee with five or more years service in the Department or with a sick leave balance of at least 720 hours as of the first day of any applicable six month

period shall, at the end of June and December of each year have the following options with regard to the sick leave accumulated in the then concluding applicable six month period:

1. Allow the unused balance of sick leave earned in the applicable six month period to accrue to the employee's sick leave balance.
2. Receive a cash benefit for the unused balance of sick leave accumulated during the applicable six month period. Unused sick leave shall be converted to a cash benefit at a rate based on the amount of sick leave used during the applicable six month period as described below:
 - a. An employee who did not use sick leave during the applicable six month period may convert up to forty-eight hours (36 hours for FPB¹) of unused sick leave at a rate equal to eighty per cent of the employee's hourly base rate of pay for the applicable six month period.
 - b. An employee who used not more than eight hours (6 hours for FPB) of sick leave may convert forty-eight hours (36 hours for FPB), less the amount of leave used during the applicable six month period, at a rate equal to seventy per cent of the employee's hourly base rate of pay.
 - c. An employee who used more than eight hours (6 hours for FPB) but not more than sixteen hours (12 hours for FPB) of sick leave may convert forty-eight hours (36 hours for FPB), less the amount of leave used during the applicable six month period, at a rate equal to sixty-five per cent of the employee's hourly base rate of pay.
 - d. An employee who used more than sixteen hours (12 hours for FPB) but not more than twenty-four hours (18 hours for FPB) of sick leave may convert forty-eight hours (36 hours for FPB), less the amount of the leave used during the applicable six month period, at a rate equal to sixty per cent of the employee's hourly base rate of pay.
 - e. An employee who used more than twenty-four hours (18 hours for FPB) but not more than thirty-two hours (24 hours for FPB) of sick leave may convert forty-eight hours (36 hours for FPB), less the amount of leave used during the applicable six month period, at a rate equal to fifty-five per cent of the employee's hourly base rate of pay.
 - f. An employee who used more than thirty-two hours (24 hours for FPB) of sick leave may convert forty-eight hours (36 hours for FPB), less the amount of leave used during the applicable six month period, at a rate equal to fifty per cent of the employee's hourly base rate of pay.

¹ FPB denotes members regularly assigned to the Fire Prevention Bureau. Shift employees temporarily assigned to 40 hours shall be subject to the regular schedule.

3. Accumulate a portion of the balance of sick leave as provided in paragraph (F)(1) of this section and receive a cash benefit of a portion of the sick leave as provided in paragraph (F)(2) of this section.

An employee's hourly base rate of pay shall be that employee's bi-weekly rate as set forth in this agreement divided by 104 hours (80 hours for FPB). All sick leave hours converted to cash shall be eliminated from the employee's sick leave balance upon conversion. The options for conversion of sick leave credit listed in paragraphs (F) (2) and (F)(3) of this rule can only be utilized for sick leave accrued while a City employee. Sick leave credit transferred into the City from the State or any other political subdivision shall not be converted into cash benefits but such hours shall be considered in determining eligibility based on the 720 hour sick leave balance once the employee has completed his or her probationary period. Approved leave for the death of a member of an employee's family to the extent permitted by Codified Ordinance 151.01, as the same may be amended from time to time, shall not be considered in the calculation of sick leave used in the applicable period for purposes of this section. An employee eligible to receive a cash benefit conversion of sick leave credit at month's end of June and December must indicate their desire to convert any sick leave in writing to the Chief or his designee no later than two weeks before the end of the applicable pay period. The failure of an employee to designate one of the sick leave conversion options listed in paragraphs (F)(2) and (F)(3) of this section shall result in the automatic accrual of any balance of sick leave to the employee's sick leave balance.

The cash benefit will be dispersed on or about July 31st and January 31st following each applicable pay period.

Any cash benefit conversions of sick leave made under the provisions of this section shall not be subject to contributions to any of the retirement systems either by the employee or the employer.

G. A member exposed to a contagious disease while on duty may be eligible for Administrative Leave as provided in Article 17 (Administrative Leave) when his presence at his job would jeopardize the health of others.

H. Upon retirement from active service with the City and with ten or more years of service with the City, the employee shall be paid in cash for forty-six and two-thirds percent (46.67%) of the value of the employee's accrued but unused sick leave. The maximum payment available to any employee shall be forty-six and two-thirds percent (46.67%) of the value of 2,704 hours of sick leave. The hourly rate to be used in making payment under this paragraph shall be computed by dividing the employee's base annual salary at the time of retirement by 2,704. Such payment shall be made only once to any employee. A member who:

- 1) has ten years or more service with the City, and

- 2) has a balance of 2704 or more hours of sick leave, and
- 3) is within the last three years of his employment with the City and
- 4) either:
 - a) has qualified for a service pension under the rules from the Ohio Police and Fire Pension System by reason of age and length of service, or
 - b) is within three years of qualifying for a service pension under the rules of said retirement systems by reason of age and length of service,

may elect to cash out accrued sick time up to the maximum amount allowed herein in three equal and annual payments. These payments shall be based on the employee's rate of pay at the time of each payment. The eligible member must declare his intent to retire within three years of the declaration and notify the Chief and the Director of Finance of his election to cash out sick leave as provided herein at least thirty days prior to the first distribution of funds. All hours paid under this provision shall be deducted from the payment of accrued sick leave as provided under this agreement. Any remaining sick leave credit may be used until the employee's retirement date at which time all remaining sick leave balance shall be deemed exhausted and no further sick leave payment will be allowed. Funds paid to the employee on an annual cash-out basis may be rolled over into an employee's deferred compensation account as allowed by plan rule or paid in cash as requested by the employee.

Article 27. Rates of Salary and Rates of Pay

Firefighter

	Step A	Step B	Step C	Step D	Step E	Step F	Step G After 12 yrs	Step H After 18 yrs
1/1/2011	40,540.55	44,617.26	49,082.90	51,489.49	53,897.69	56,704.93	58,463.08	60,114.95
	1,559.25	1,716.05	1,887.80	1,980.37	2,072.99	2,180.96	2,248.58	2,312.11
12/1/2011	41,452.71	45,621.15	50,187.27	52,648.00	55,110.39	57,980.79	59,778.50	61,467.54
	1,594.34	1,754.66	1,930.28	2,024.92	2,119.63	2,230.03	2,299.17	2,364.14

Lieutenant

	Step A	Step B	Step C	Step D
1/1/2011	57,054.74	60,044.86	62,840.70	65,830.84
	2,194.41	2,309.42	2,416.95	2,531.96
12/1/2011	58,338.47	61,395.87	64,254.62	67,312.03
	2,243.79	2,361.38	2,471.33	2,588.92

Lieutenant After 12 Complete Service Years

	Step A	Step B	Step C	Step D
1/1/2011	58,928.96	61,881.27	64,753.38	67,860.54
	2,266.50	2,380.05	2,490.51	2,610.02
12/1/2011	60,254.86	63,273.60	66,210.33	69,387.40
	2,317.49	2,433.60	2,546.55	2,668.75

Lieutenant After 18 Complete Service Years

	Step A	Step B	Step C	Step D
1/1/2011	60,580.82	63,647.56	66,599.23	69,784.31
	2,330.03	2,447.98	2,561.51	2,684.01
12/1/2011	61,943.89	65,079.63	68,097.71	71,354.46
	2,382.46	2,503.06	2,619.14	2,744.40

Captain

	Step A	Step B	Step C	Step D
1/1/2011	66,063.59	69,481.45	73,015.05	76,430.93
	2,540.91	2,672.36	2,808.27	2,939.65
12/1/2011	67,550.02	71,044.78	74,657.89	78,150.63
	2,598.08	2,732.49	2,871.46	3,005.79

Captain After 12 Complete Service Years

	Step A	Step B	Step C	Step D
1/1/2011	68,054.86	71,549.97	75,161.14	78,695.05
	2,617.49	2,751.92	2,890.81	3,026.73
12/1/2011	69,586.09	73,159.84	76,852.27	80,465.69
	2,676.39	2,813.84	2,955.86	3,094.83

Captain After 18 Complete Service Years

	Step A	Step B	Step C	Step D
1/1/2011	69,978.28	73,588.49	77,277.56	80,850.61
	2,691.47	2,830.33	2,972.21	3,109.64
12/1/2011	71,552.79	75,244.23	79,016.31	82,669.75
	2,752.03	2,894.01	3,039.09	3,179.61

Effective January 1, 2000, Longevity will no longer be paid. The base pay reflects an adjustment at the Steps F, G and H.

Except as otherwise provided herein, members shall advance from step to step within their pay range upon the annual occurrence of their anniversary date. Members shall be placed in the appropriate step or range designated "12 years" or "18 years" once they reach 12 or 18 years of continuous full-time service with the City. A step raise may be postponed for one calendar month for each day an employee has been suspended without pay in the previous 12 month period. Such delaying of a step raise does not affect the employee's anniversary date for purposes of future step increases.

When a member in the rank of Firefighter is assigned to the duties of a Lieutenant or Captain or when a member in the rank of Lieutenant is assigned to the duties of a Captain, said Firefighter or Lieutenant shall receive a \$2.00 per

hour premium for each hour said member is assigned to and works in capacity of the higher rank.

Article 28. Fire Prevention Bureau

A. The parties agree that prior to assigning an employee to fill a position in the Fire Prevention Bureau, provided the regular work week for said position is forty (40) hours, the Chief shall post a notice of the opening on the Bulletin Boards. Employees within the Department may express interest in the position to the Chief, in writing, within ten (10) days of the date of the posting of the notice.

B. The work week for all members assigned to the Fire Prevention Bureau shall be forty (40) hours and consist of five eight hour days Monday through Friday. The normal work day shall begin at 8:00 a.m. and end at 4:00 p.m. and shall include a one-half hour interruptible lunch period. The Fire Chief, or individual members of the Bureau, with approval of the Fire Chief, may modify the normal starting time between the hours of 6:00 a.m. and 10:00 a.m. The workday shall then continue for eight hours from the starting time and include a one-half hour interruptible lunch period. Reasonable advanced notice of any modifications from the normal schedule shall be given to the affected party. Any overtime in the Fire Prevention Bureau shall be at the discretion of the Fire Chief or his designee.

C. Members of the Fire Prevention Bureau working a forty (40) hour per week schedule, except members assigned to light duty or work hardening programs, shall receive pay in accordance with the corresponding pay step in the next highest rank. (Fire fighters in Step D, E and F shall be placed in Lieutenant Step D; Fire fighters in Step G shall be placed in Lieutenant after 12 Step D; Fire fighters in Step H shall be placed in Lieutenant after 18 Step D.) Said adjustment shall be for pay purposes only, and shall not entitle the member to any of the rights or privileges of said higher rank.

D. All members of this bargaining unit assigned to the Fire Prevention Bureau shall be granted a work day off for the following holidays: New Year's Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve (as designated by the Mayor) and Christmas Day, provided that any new appointee to the Fire Prevention Bureau who has sold any holidays in advance shall have the option of working said holiday or of reimbursing the City for the holiday(s) through payroll deduction.

Personal Leave Days are to be given to all members of this bargaining unit assigned to the Fire Prevention Bureau, being two (2) days off during the course of the year, to be taken by unit members subject to the approval of the Chief or his designee, and these days are given in lieu of a designated holiday of national recognition and other holidays.

E. The provisions of this Article shall not apply to any twenty-four (24) hour shift employee.

F. Members of the Fire Prevention Bureau working a forty (40) hour per week schedule, except members assigned to light duty or work hardening programs, may take earned vacation in one week increments, as individual days, on an hourly basis, or any combination. An individual day shall be deemed to be eight hours

Individual vacation days shall be granted as follows:

Annual Vacation Benefit	Maximum Number of Days or Hours That May be Taken Individually
2 weeks	10 individual days or 80 hours
3 weeks	15 individual days or 120 hours
4 weeks	20 individual days or 160 hours
5 weeks	25 individual days or 200 hours
6 weeks	30 individual days or 240 hours

G. The calculation of sick leave cash out pay for members of the bargaining unit who have served in the Fire Prevention Bureau shall be the same as that provided in Article 26(H) (Sick Leave) of this Agreement for twenty-four (24) hour shift members with the additional provision that the net sick leave hours attributable to the period of service in the Fire Prevention Bureau (*i.e.* total sick leave hours earned while assigned to the bureau less total sick leave hours taken while assigned to the bureau) or the member's sick leave balance at the time of cash out, whichever is less, shall be multiplied by eight tenths (0.8), and that product, whether positive or negative, shall be added to the member's total sick leave balance prior to the calculation of the cash out.

Article 29. Uniform Allowance

A. The City shall pay each member of the bargaining unit the annual sum of \$100.00 for the maintenance of uniforms. Members in the Fire Prevention Bureau shall be paid \$200.00. This amount is payable in advance on or about July 15th of each year. A new employee shall be entitled to a pro-rated portion of his maintenance allowance based on the portion of the allowance year remaining after the employee's date of hire. This allowance shall be payable within forty-five (45) days of the employee's date of hire. When an employee leaves the bargaining unit that employee shall only be entitled to a pro-rated portion of his maintenance allowance based on the portion of the allowance year actually completed since the employee's allowance payment. Any adjustment necessary to reimburse the City for such pro-rated portion of the employee's maintenance

allowance shall be paid by the employee prior to receiving his final paycheck as a member of the bargaining unit.

B. This money shall be used by the fire fighter for the maintenance of uniforms and this money shall be expended for this purpose only.

C. Any uniform changes shall be subject to prior discussion at the Labor-Management Committee.

D. The City shall replace uniform items, as identified in Appendix B, for members of the bargaining unit on a direct exchange basis (e.g. a Class A shirt for a Class A shirt, a pair of pants for a pair of pants). Items shall be exchanged when they are determined by the Chief or his designee to be no longer suitable for service or when they fail to meet the City's uniform standard.

E. The City shall provide new employees with uniform items as identified in Appendix B.

F. Upon termination of employment with the Department all uniform items provided by the City shall be returned to the Department.

Article 30. Hospitalization

A. All members of this bargaining unit will be provided those hospitalization benefits granted to the other employees of the City of Cuyahoga Falls. Hospitalization shall be provided those members of the Fire Department who retire from the Department on or after January 1, 1969 and to their respective spouses and dependent children as follows:

1. Members who retired on or after January 1, 1969, and before the date of the execution of this agreement (in 2006), shall continue to receive health care benefits in levels as provided by Ordinance 173-1991.

2. Members who retire on or after the execution of this agreement (in 2006) and whose date of hire was before February 1, 2006, shall be provided health care benefits as follows:

(a) As used herein "retiree" means an employee who retires with the Ohio Public Employees Retirement System (PERS) or the Ohio Police and Fire Pension Fund (OP&F) from employment with the City of Cuyahoga Falls having a minimum of 12 years of continuous full-time service with the City immediately before the date of retirement. Retiree does not include any employee whose date of hire is on or after February 1, 2006. As used herein, "health care cost" means health insurance premiums, prescription drug insurance premiums, and deductibles and co-payments, charged under a health care plan provided to the retiree, or the surviving spouse of the retiree by virtue of the retiree's public employment, by either PERS or OP&F to provide health care to the retiree, the retiree's eligible spouse, and the retiree's eligible children.

(b) The City shall reimburse a retiree for health care costs incurred by the retiree or the surviving spouse of the retiree up to the following annual maximum amounts:

PERS Retirees \$2,133.34 per retiree to include premiums, deductibles and copayments, which amount shall increase 5% per year commencing January 1, 2007.

OP&F Retirees

Single Coverage \$1,244.72 per retiree for premiums which amount shall increase 5% per year commencing January 1, 2007, plus \$700.00 for deductibles and copayments.

Single and

Spousal Coverage \$3,121.18 per retiree for premiums which amount shall increase 5% per year commencing January 1, 2007, plus \$700.00 for deductibles and copayments.

Family Coverage \$3,941.44 per retiree for premiums which amount shall increase 5% per year commencing January 1, 2007, plus \$700.00 for deductibles and copayments.

The annual reimbursement maximum for premiums shall be prorated on a monthly basis and the amount of reimbursement for premiums in a given month shall not exceed the prorated monthly amount.

(c) The reimbursements provided for herein shall cease upon the happening of either of the following events.

- (1) The retiree and the retiree's spouse both reach the age of 65 years.
- (2) The retiree, the retiree's spouse, or the surviving spouse of a retiree becomes employed on a full-time basis with the City of Cuyahoga Falls,
- (3) Any event, the effect of which under eligibility requirements in effect at PERS or OP&F would be that PERS or OP&F would cease to provide insurance premium subsidies to the retiree or the retiree's surviving spouse.

(d) In the event that either PERS or OP&F terminate health care coverage to retirees after the effective date of this ordinance, an adversely affected retiree shall be permitted to return to the City's health care plan, provided that the retiree pay one-third the amount of the premium charged pursuant to the Comprehensive Omnibus Budget Reconciliation Act.

B. The following summary of medical benefits will be effective April 1, 2009, unless otherwise noted.

Benefit Plan:

Network:	Non-Network:
Percentage Payable after deductible is met: 90%/10%	70%/30%
Maximum Out of Pocket (excluding deductibles and co-pays)	
\$1,000/\$2,000	\$2,500/\$5,000
Deductible \$150/\$300 \$200/\$400 (eff. 1/1/10) (except office visit)	\$200/\$400 \$400/\$800 (eff. 1/1/10)
Office Visits/Urgent Care \$15.00 co-pay	70%/30%

The \$15.00 co-pay for office visits applies to all office visits including those for follow-up treatment for a single medical condition.

Surgery 90%/10% U.C.R.	70%/30%
Anesthesiology 90%/10% U.C.R.	90%/10%

Emergency Room Deductible: \$50 per visit (exclusive of other deductibles).
The Emergency Room Deductible shall be waived if, as a result of the condition requiring the Emergency Room visit, the covered person is admitted to an area of the hospital other than the Emergency Room.

Prescription Drugs:

Member co-pay for prescription drugs:

Retail Purchases	Mail Order Purchases (90 day supply)
------------------	--------------------------------------

\$5 generic/	\$10 generic/
\$20 name brand formulary	\$40 name brand formulary
\$30 name brand non-formulary	\$60 name brand non-formulary

If a name brand drug is dispensed, the co-pay for name brand drugs applies regardless of whether a generic equivalent is available. Employees needing to take medication for at least ninety days shall, after obtaining two thirty day prescriptions of the drug at retail, obtain further refills through the City's mail order prescription drug service. Employees needing to take medication for less than ninety days may purchase said medication by mail order with the co-pay prorated at the rate of the mail order co-pay.

Major Medical
\$2,000,000.00

Spousal Eligibility:

When the spouse of a member is employed on a full-time basis (defined as 32 or more hours of work per week) or retired and the spouse's employer or retirement plan makes health care coverage available to the spouse—regardless of the cost—the City's coverage of the spouse shall be limited to being secondary to the coverage that is available from the spouse's employer or retirement plan. As an alternative to obtaining health care coverage from their primary employers, employed spouses may elect to enroll in the City's health care plan by paying a monthly premium equal to the greater of 2/7 the established COBRA rate for single coverage or any sum received by the employed spouse from his/her employer to decline health care coverage from said employer.

In the event the member's spouse ceases to have health care coverage available from his/her employer, either through a change in employment status, or through the employer's cessation of health care benefits, then the member's spouse shall be immediately returned to the City's health care plan.

In the event a husband and wife are both employed by the City of Cuyahoga Falls, each will be enrolled with single coverage, provided that if they have dependent children, the husband and wife shall be enrolled together under a single enrollment for family coverage.

A member seeking health care coverage from the City for his/her spouse shall be required to provide to the Department of Human Resources a statement indicating the spouse's employment status along with a statement from the spouse's employer, or retirement plan administrator,

or other appropriate agency, that health care coverage is not available to the spouse as a result of the spouse's employment or retirement status. The member shall promptly notify the Department of Human Resources of any change in the employment or insurance status of his/her spouse. If a member provides false information concerning his/her spouse, or fails to notify the Department of Human Resources of any required information, the member shall be required to reimburse the City for any medical expenses paid by the City on behalf of the spouse that would not have been paid had the City had accurate information concerning the spouse's employment or insurance status. Said reimbursement may take the form of a payroll deduction in an amount not greater than 5% of the employee's gross pay until full reimbursement is made.

If, as a result of the collective bargaining process, including fact-finding or conciliation, one or more of the bargaining units receives more favorable health care provisions, said provisions shall apply equally to this bargaining unit without adjustment of other economic benefits contained herein.

Additional Items of Health Coverage

To clarify and/or provide additional health care coverage, the following services will be covered as noted herein effective April 1, 2009. All levels of coverage are after exhaustion of applicable deductibles:

	Network	Non/Network
Office Exam with a Pap Test	\$15.00	70%
Routine Pap Test	\$15.00	70%
Routine Mammogram	\$15.00	70%
Well Child Exam Inc. Immunizations (to age 11)	\$15.00	70%
Routine Physical Exam Consisting of the same components provided to members pursuant to Article 34	\$15.00	70%
HPV Vaccination	\$15.00	70%
Childhood Immunizations (to age 11)	\$15.00	70%
Diagnostic Testing	\$15.00	70%

Oral Contraceptives prescribed for contraceptive purposes shall be covered at the same co-pay levels as any other covered prescription drug.

Article 31. Other Insurance/Health Related Benefits

A. Life Insurance: All members of this bargaining unit shall be provided insurance benefits in the amount of Fifty Thousand Dollars (\$50,000.00) per person which shall be set forth in a separate ordinance to be presented and approved by the City Council of the City of Cuyahoga Falls, Ohio. Insurance shall further be provided retirees of the Fire Department who retire from the Department on or after January 1, 1969, at Ten Thousand Dollars (\$10,000.00) per person.

B. Shot Program: All members of this bargaining unit shall have a complete shot program included in their coverage under this agreement.

C. Dental Insurance: The City will provide a dental insurance plan for all members of this bargaining unit, their spouses and dependents which shall be substantially equal overall to provisions of the plan currently in effect for other City employees. The City shall bear the cost of providing said dental insurance. The City shall provide benefits for dental implants up to the same actual dollar amount that it would pay toward covered dental bridges.

D. Vision Coverage: The City shall make vision coverage available for those bargaining unit members who desire it, provided that the total cost of any and all premiums for such coverage shall be borne by those bargaining unit members electing to enroll for such coverage.

E. Cuyahoga Falls EMS transporting: Any member of the bargaining unit and/or members of their immediate family residing with them who are transported by Cuyahoga Falls Fire Department EMS service shall be transported at no charge.

F. Employee Assistance Plan: The City shall maintain an Employee Assistance Plan substantially similar to the one currently in place.

Article 32. Workers' Compensation

A. An employee unable to work because of an injury sustained in the course of and arising out of his/her employment with the City, and for which he/she is eligible to receive weekly benefits (with the possible exception of the first week after the injury occurs) shall notify the City of his/her disability and make his/her claim for State Compensation immediately and without unnecessary delay.

B. Provided an injured employee performs his/her notification and filing responsibilities as heretofore set forth, the City shall pay him/her one hundred percent (100%) of his/her regular straight-time pay until the employee starts receiving weekly benefits from the State, or until the expiration of twenty-one

(21) weeks, whichever is the shorter period. Thereafter, an employee receiving weekly benefits from the state shall have one of the following options:

1. the City shall pay the employee a compensation supplement in sufficient amount so that his/her net weekly benefit, after taxes and including State compensation benefits, is equal to what his/her net wages after taxes would have been if he/she had been regularly employed straight time during the disability period. The City's obligation under this provision shall continue for a maximum of forty-two (42) weeks from the first day of disability and shall cease when the disability ends or on the expiration of forty-two (42) weeks, whichever occurs first.
2. The City shall pay the employee one hundred percent (100%) of his/her regular straight-time pay provided the employee signs an agreement assigning all Workers' Compensation benefits for such period to the City. The City's obligation under this provision shall continue for a maximum of twenty-eight (28) weeks from the first day of disability and shall cease when the disability ends or on the expiration of twenty-eight (28) weeks, whichever occurs first.
3. The employee may elect to receive only Workers' Compensation benefits.

C. If after the expiration of the first twenty-one (21) week period, an employee has not begun to receive State Workers' Compensation benefits, the City shall advance the employee's earned sick leave provided the employee signs an agreement assigning all Workers' Compensation benefits to the City to offset earned sick leave days advanced until 1) the employee receives Workers' Compensation benefits; or 2) the claim is denied;

1. If the Workers' Compensation claim is denied, eligibility for sick leave will be governed by the provisions of Article 26 - Sick Leave.
2. If an employee's claim for Workers' Compensation benefits is denied or if the employee is ineligible for sick leave, or the Workers' Compensation benefits received do not cover the sick leave days advanced, then the sick leave days advanced by the City shall be reimbursed in the following manner:
 - a. The City may charge the advancement against the employee's earned vacation time, then against accrued holiday leave time, then against future vacation, holiday leave time.
 - b. One day shall be taken for each day of compensation paid and not recompensated without regard for wage differences and consequential increased value of earned sick leave.
3. Nothing in these provisions shall prevent the City and any affected employee from agreeing to alternative payback methods.

D. In the event an employee receives Workers' Compensation/Disability benefits from the City in accordance with this Article, and is subsequently determined to be ineligible for State benefits under Ohio Workers' Compensation laws, the City shall be permitted to recover monies paid under this Article in the following manner.

1. The City may charge the payments against the employee's accumulated (banked) sick leave.
2. If the employee's sick leave is or becomes exhausted before the City obtains full recompense, the payments may be charged against vacation time.
3. In the event vacation time is insufficient to compensate the City, the recovery may next be had from holiday time.
4. The final source of recompense shall be sick leave as it is earned by the employee. Currently earned sick leave shall be taken by the City on a day-for-day basis. One day shall be taken for each day of compensation paid and not recompensed without regard for wage differences and consequential increased value of earned sick leave.
5. Nothing in these provisions shall prevent the City and any affected employee from agreeing to alternative pay-back methods.

E. The City shall continue to make health care, Medicare and insurance premium payments on behalf of the disabled employee eligible for State Workers' Compensation benefits for the entire first forty-two (42) weeks of disability. The City shall continue to make health care premium payments thereafter on behalf of the disabled employee as long as the employee receives State Workers' Compensation benefits and his/her employment with the City is not severed. Consistent with the options provided in paragraph B of this Article the City will make pension payments on behalf of an employee to the extent permitted by law.

F. An employee who is paid injury or disability pay by the City shall furnish medical reports to the Fire Chief or his designee as requested regarding the status of the injury or disability.

G. In special and meritorious cases the benefits provided in paragraph B of this Article may be extended if approved by the Chief and authorized by ordinance of Council.

Article 33. Family Medical Leave

"Maternity leave" is taken by a pregnant woman at the time she and her physician determine that her pregnant condition makes her unable to continue working.

“Child-care leave” is taken by a woman following childbirth after that time her physician has declared her able to return to work, or by an employee for the birth or adoption of a child.

“Family medical leave” is taken by an employee for the illness of an employee’s immediate family or for a serious health condition of the employee or a member of the employee’s immediate family after applicable sick leave benefits are exhausted.

“Serious health condition” shall have the same meaning as under the Family and Medical Leave Act of 1993.

The City does not discriminate on the basis of pregnancy. A pregnant employee is to be afforded all the benefits of employment that are afforded to other employees under the same terms and conditions and in the same employment classifications. An employee who becomes pregnant may work until her delivery date, so long as in the judgment of her physician she is physically able to perform the regular duties of her occupation.

Maternity leave is treated as any other extended sick leave. The employee must provide the City with a statement from her physician that she is unable to continue working, and estimating the length of the period she will be unable to work.

Child-care and Family Medical Leave shall be leave without pay. Child-care and Family Medical leave shall continue for a period which, after exhaustion of sick leave, does not exceed 12 weeks within a rolling twelve month period preceding any date upon which leave is used, provided, however, that if more than one member of the immediate family is employed by the City the combined eligibility for Child-care leave based on a single occurrence shall not exceed 12 weeks for all such family members during said twelve month period. Health care benefits will continue during child-care and family medical leave under the same terms and conditions as if the employee were working, provided that the City may recover the cost of such health care benefits as provided in the Family and Medical Leave Act of 1993 from the member’s final paycheck, and if a balance is still outstanding, by suit in a court of competent jurisdiction.

Nothing in this section shall preclude an employee from using vacation or personal leave as provided in this agreement, subject to all policies applicable thereto.

Article 34. Physical Examinations

A. Scheduling/Payment of Examinations:

For the benefit of the members of the bargaining unit and the City, members of the bargaining unit may obtain periodic physical examinations to be performed by competent medical personnel selected by the City.

Examinations are to be scheduled at the direction of the Chief. The examinations and follow-up intervention are to be paid for by the City or, when eligible, by the member's health care insurance.

For the purpose of this Article "periodic" shall mean one time during the term of this Agreement.

B. Releases/Confidentiality:

All information obtained as a result of examinations conducted pursuant to this Article shall be subject to physician/patient privilege, and except as otherwise provided by state or federal law with regard to communicable diseases, or with the permission of the member, no medical findings may be released without the express written permission of the member.

All test results and actions recommended pursuant to this Article shall be kept strictly confidential.

C. Participation:

Physical examinations as provided herein will be available to each member of the bargaining unit. Bargaining unit members hired after January 1, 1999, shall undergo the periodic physical. All other items contained in this Article shall apply to both voluntary and mandatory physical examinations.

D. Scope:

The scope of the examination shall be as set forth in a memorandum agreed to by the parties.

Article 35. Fitness Evaluation

A. Purpose:

The City and the Union recognize the importance of member fitness in maintaining an effective and efficient department. A member who participates in the department's annual fitness evaluation shall be compensated as follows:

1. For attending and participating in all aspects of the fitness evaluation, the member shall receive a minimum of four (4) hours straight pay or one and one-half (1 1/2) times the actual time spent in testing, whichever is greater;
2. For each component passed, the member shall receive the amount of \$50.00;
3. For passing all the components, the member shall receive an additional amount of \$100.00.

B. Participation:

Participation in the fitness evaluation will be voluntary for all bargaining unit members hired before January 1, 1999. Bargaining unit members hired after January 1, 1999, shall participate in the fitness evaluation. No member shall have either their failure to participate in or their performance on the evaluation considered for any reason related to their employment. Said reasons include but are not limited to pay raise, promotion, station assignment, fitness for duty or discipline.

C. Pay/Scope:

Item 1 shall be paid with the member's regular paycheck, items 2 & 3 shall be paid with the second pay of December of each year. The standards shall be those set forth in a memorandum agreed to by the parties.

Article 36. Corrective Eye Surgery

In recognition of the safety enhancement afforded by corrected vision, any bargaining unit member may obtain corrective eye surgery effective January 1, 2000. This benefit is available only to the bargaining unit member, and is available only once during the member's employment with the City. Corrective eye surgery shall be defined as any surgical procedure that will correct the member's vision to the extent that glasses or contact lenses are no longer necessary for the member to perform safety related duties of the job. The City will pay 80% of the cost of the surgery, together with any required follow-up care, provided that the City will only pay for procedures performed in the United States of America.

Inasmuch as corrective eye surgery is deemed to be a benefit to the City, no member shall be entitled to corrective eye surgery within one year before his resignation or retirement, unless such retirement is due to a job-related disability that was unforeseeable at the time of the corrective eye surgery. If a member resigns or retires within one year after obtaining corrective eye, he shall reimburse to the City all sums paid by the City for the corrective eye surgery. The City may, to the extent funds are available, deduct such reimbursement from any cash-out check made to the member upon his resignation or retirement.

Article 37. Police and Fireman's Pension Fund "Pick-Up"

Effective July 1, 1985, the City shall implement a system whereby it shall pick up the employee's required contribution to Police and Fireman's Pension Fund without additional cost to the City and in accordance with applicable Internal Revenue Service Rulings, Ohio Attorney General Opinions, and State regulations and shall be for the purpose of defining employee tax liability. To accomplish this, the wage otherwise currently payable to the employee under this contract shall be reduced by the amount of Police and Fireman's Pension Fund pick-up.

The employee's contract wage thus shall consist of two components: (1) a currently payable ("cash") component and (2) a deferred ("pick-up") component, which shall be the amount of the employee's required Police and Fireman's Pension Fund contribution being picked up by the City. For all other purposes, except those pertaining to this pick-up deferring this amount in relation to state and federal taxes, the employee's wages shall still relate to his/her placement on the wage schedule.

Article 38. Definitions

As used in this agreement:

1. "Immediate family" means "parent," "spouse," "son," or "daughter," as those terms are defined in 29 C.F.R. 825.113, the federal regulation defining said terms for purposes of the Family and Medical Leave Act of 1993, as said regulation exists at the time of the effective date of this agreement

Article 39. Layoff, Demotion and Recall Procedure

A. The City reserves the management right to determine staffing levels and whether or not to lay off or demote employees for lack of work, lack of funds, or the abolition of jobs. Nothing contained herein shall be construed as an agreement by the City to negotiate its substantive management rights as to staffing levels and fiscal management. The provisions of this article are intended solely as the parties' agreement as to the procedures to be used in the event of a layoff or demotion due to lack of work, lack of funds, or the abolition of jobs.

B. It is the parties' specific intention that the layoff, demotion, and recall procedures contained herein shall supersede any conflicting provision of general law.

C. When the City decides to lay off or demote bargaining unit members, the City administration shall determine the classification and/or ranks within which to make the layoffs and/or demotions. The City need not first make any amendments to any staffing legislation before laying off or demoting members.

D. Not less than twenty (20) calendar days prior to serving a notice of layoff or demotion as provided in Paragraph G below, the City shall give the Union written notice of its intent to lay off or demote members which notice shall declare the number of employees in each rank to be laid off or demoted, and shall, upon request, meet with the Union thereafter to discuss alternatives, if any, to the layoffs or demotions.

E. Within each classification and/or rank, the order of demotion shall be determined by seniority in classification/rank with the least senior member in each classification/rank being demoted first. The City may demote members of higher rank to a lower rank without laying off any lower ranked members. A member being demoted shall not be demoted more than one rank at a time.

Layoffs shall be determined by departmental seniority (as determined for purposes of Article 22) without regard to rank, with the least senior member in the department being laid off first.

F. For purposes of this article, classification/rank seniority means all time of paid service in the classification or rank since the employee's most recent date of hire or promotion to the classification/rank. In the event there is a tie in seniority dates, then seniority shall be determined by the members' relative ranks on the eligibility list.

G. The City shall provide to each member to be laid off or demoted a written notice of said layoff or demotion. Such written notice shall be personally served or mailed by certified mail to the last address on file with the City at least ten (10) calendar days before the effective date of each layoff or demotion. If the notice is mailed to the last address on file with the City, failure of delivery of said notice shall not constitute grounds for delaying the effectiveness of the layoff or demotion. Each notice shall contain the following information:

1. The date of layoff or demotion;
2. The employee's seniority date in the classification;
3. A statement advising the employee of the right to recall.

H. The City shall maintain a list of laid off and demoted employees by classification, in reverse order of layoff/demotion. When the City determines to recall members, it shall determine the classifications/ranks within which to recall members. Members may only be recalled to the same classification/rank from which they were laid off or demoted except as provided in paragraph M below. Members shall be eligible for recall in the reverse order of their layoff/demotion, with the last member laid off or demoted within each classification being first eligible to be recalled. A laid off member shall be eligible for recall for a period of three (3) years. A demoted member shall be eligible for recall for such time as he or she remains an employee on full time active status. The period of recall eligibility shall be measured from the date of the member's layoff or demotion. When the recall period expires for a given member, the City shall remove the member's name from the recall list and, if the member was laid off, he will be deemed to be permanently separated from the City. The City shall provide written notice to the affected member of his removal from the recall list, provided that failure to provide such notice shall not extend the time of any recall period. To be eligible for recall, a member must maintain all of the qualifications necessary to perform the essential functions of the position/rank to which the member would be recalled. The laid off member may attend any continuing education training sessions that may be provided by the City to its regular employees during the layoff period. The City may conduct additional testing to ensure the member's qualifications for recall; provided, however, that

the member will not be required to re-take a written civil service exam, or undergo a polygraph test, to qualify for the position to which he or she is being recalled.

I. To effectuate a recall, the City shall send a notice of recall by certified mail to the member's last known address as shown on the City records. For the purpose of recall it is the member's responsibility to have a current address on file with the City. Service of the notice is satisfied if the notice is mailed to the last address on file with the City. A member on layoff will be given up to twenty-one (21) calendar days to report for duty. A member who fails to return within the specified period shall waive all future recall rights. However, if within the specified period, the employee notifies the City and establishes that temporary sickness will prevent him from accepting the recall, he may pass on the vacancy and stay on the recall list. In such a case, the City will recall the next member on the list.

J. A member on layoff status shall have no greater right to receive cash benefits for accrued and unused vacation than if the employee were on active status. If a member who has been given a layoff notice owes the City reimbursement due to unearned holidays used or cashed out, the amounts shall be deducted from any of the member's leave balances available. If the amount of the reimbursement exceeds the leave balances available, the City will maintain a negative balance in the member's holiday leave account while the member is on layoff. The City will not pursue debt collection against a laid off member. No member on layoff status will be eligible for terminal cash out of any other benefit, provided, however, that a member on layoff status may convert his layoff to a permanent resignation, in which case he will be entitled to cash out all benefits the same as if he had resigned without being first laid off. A member who converts his layoff to a permanent resignation shall be removed from any recall list and shall forfeit any right of reinstatement.

K. A member on layoff status shall accrue no benefits, nor shall he remain on the City's health insurance plan. This provision shall not affect any rights said employee may have pursuant to COBRA. Upon recall, the recalled employee shall be credited with the same levels of sick leave, vacation and seniority that were in effect on the date of the layoff. A member on layoff status shall accrue no seniority during the period of his layoff. A laid off or demoted member who is recalled shall be placed in the same pay grade and step that he was in at the time of his layoff/demotion; provided that the pay grade and step to be applied to the member shall be that which is in effect at the time of the recall in accordance with the collective bargaining agreement.

L. A member who is on demotion or layoff status pursuant to this article shall be eligible to sit for any promotional examination that he would have otherwise been eligible to sit but for the layoff/demotion. In the event the member is selected for promotion, the City may recall him to the promoted rank.

Article 40. Term

This agreement shall be in effect from January 1, 2011, to December 31, 2012. To initiate negotiations for a successor agreement, either party may give written notice to the other at least sixty (60) days prior to December 31, 2012.

It is agreed that either party may reopen negotiations for economic adjustments to be effective on or after January 1, 2012 by submitting a request for modification of the contract under Ohio Revised Code §4117.14, anytime after July 1, 2011, but in no event later than the sixty (60) days prior to the desired effective date of the modification. If no modification is negotiated and effective as of January 1, 2012, the provisions of this contract shall remain in effect until superceded, or until the expiration of the contract, whichever occurs first.

Article 41. Contract Negotiations

Representatives of this bargaining unit, whoever they may be, shall be released from their duty assignment to attend any and all bargaining sessions that may have been mutually agreed to by City and Union.

Article 42. Signatures

The covenants and agreements herein contained shall bind and inure to the benefit of the parties and their representatives, successors and assigns.

IN WITNESS WHEREOF, the City of Cuyahoga Falls has caused this Agreement to be executed by its Mayor, and the Cuyahoga Falls Fire Fighters Association, Local #494 International Association of Fire Fighters, AFL-CIO-CLC has caused this Agreement to be executed by its President and Secretary this 5th day of November 2010, pursuant to authority duly granted by the Union and the Council of the City of Cuyahoga Falls, Ohio.

Witnesses:

Rebecca Bognish
Don Turner

CITY OF CUYAHOGA FALLS, OHIO, by

D. Ribant
Mayor

Witnesses:

Elizabeth M. Morton

CUYAHOGA FALLS FIRE FIGHTERS
ASSOCIATION, LOCAL #494
INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS AFL-CIO-CLC, by

Chris [Signature]
President

[Signature]

[Signature]
Secretary

CERTIFICATE OF THE DIRECTOR OF LAW

Approved as to form and correctness:



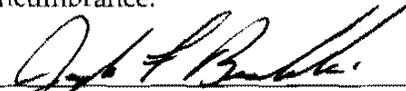
Paul A. Janis
Director of Law

Dated: 11/5/2010

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligation under this contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.



Joseph Brodzinski
Director of Finance

Appendix A

Classifications and Titles of Members of Local No. 494, International Association of Fire Fighters, AFL-CIO:

FD-36 Captain
FD-35 Lieutenant
FD-32 Fire Fighter

Appendix B

Uniform Items Provided to New Employees*

1-Class A shirt
1-Class A jacket
1-Class B jacket
1-Class A hat
1-Class B hat
1-belt
1-tie
1-pair of safety shoes
1-coverall
1-long sleeved Class B shirt
2-nameplates
3-badges
3-short sleeved Class B shirts
3-pants

Uniform Items Eligible for Replacement*

Class A shirt
Class A jacket
Class B jacket
Class A hat
Class B hat
belt
tie
safety shoes

coverall
 long sleeved Class B shirt
 nameplate
 badge
 short sleeved Class B shirt
 pants
 Class B tee shirt

*As long as said items continue to be required in the City's uniform standard and to include any other required items added to the City's uniform standard.

Appendix C

Pro-rated Vacation Schedule:

Months of Service	40 Hour Employee	52 Hour Employee
1 Month	8 Hours	0.5 Day
2 Months	16 Hours	1.0 Day
3 Months	24 Hours	1.5 Days
4 Months	32 Hours	2.0 Days
5 Months	1 Week	1 Week
6 Months	1 Week+8 Hours	1 Week+0.5 Day
7 Months	1 Week+16 Hours	1 Week+1.0 Day
8 Months	1 Week+24 Hours	1 Week+1.5 Days
9 Months	1 Week+32 Hours	1 Week+2.0 Days
10 Months	2 Weeks	2 Weeks

Memorandum of Understanding

Now come the City of Cuyahoga Falls (City) and International Association of Fire Fighters and enter into the following memorandum of understanding.

Whereas, the current collective bargaining agreement expires on January 1, 2011, and

Whereas, the parties have negotiated in good faith to reach agreement on a replacement collective bargaining agreement and have reached an agreement that will be effective for a two-year period beginning January 1, 2011, and

Whereas, due to declining revenues, the City has expressed its inability to provide the fullness of compensation provided in the collective bargaining agreement while maintaining current levels of employment, and both parties have negotiated in good faith to arrive at mutual considerations and concessions to achieve a resolution of financial issues anticipated during the first year of the collective bargaining agreement,

NOW, THEREFORE, the parties agree as follows:

The following provisions supercede those found in the collective bargaining agreement effective on January 1, 2011, but only to the extent stated herein:

1. Notwithstanding the provisions of Article 26, Section F, no sick leave incentive payments will be made on the basis of sick leave that is not used between January 1, 2011 and June 30, 2011 (normally payable on or about July 31st).
2. Notwithstanding the provisions of Article 23, during calendar year 2011, no employee shall sell back more than two total weeks of vacation.
3. Notwithstanding the provisions of Article 20, during calendar year 2011, no employee shall work (and be paid for) more than one more EDO than he or she worked during calendar year 2008 or 2009, whichever is greater. (However, an employee who would be limited to working only one EDO during 2011 under this provision shall be entitled to work two EDOs, and an employee who would be limited to working only two EDOs during 2011 under this provision shall be entitled to work three EDOs.)
4. During calendar years 2011, each bargaining unit member will receive one (1) personal leave day to be used during calendar year 2011 only, in addition to other leave, to be schedule with the approval of the Fire Chief.
5. The City shall not lay off any members prior to December 31, 2011, provided, however, that if the City lays off a member prior to December 31, 2011, the concession provisions set forth in paragraphs 1, 2, and 3 of this memorandum shall be cancelled as of the date of the first layoff.

6. It is understood that the mutual considerations and concessions identified in paragraphs 1, 2, 3, 4 and 5 above expire as of January 1, 2012. Any extension of these concessions beyond that date would be subject to consent of the parties.

The term of this MOU will expire on January 1, 2012 unless extended by mutual consent of the parties.

Date: 11/5/2010

For the City:



Don L. Robart
Mayor

For the Union:



Christopher Martin
President



Paul A. Janis
Director of Law



City of Cuyahoga Falls

Department of Law
2310 Second Street
Cuyahoga Falls, Ohio 44221

PAUL A. JANIS
Director of Law

HOPE L. JONES
Deputy Law Director

JOHN LARKO
Assistant Law Director

Telephone 330-971-8190
FAX 330-971-8296



STACY L. MCGOWAN
GREGORY M. WARD
JOHN E. CHAPMAN

Prosecutors

November 8, 2010

SERB
66 East State Street, 12th Floor
Columbus, Ohio 43215

*Re: Case No. 10-MED-03-0220
Cuyahoga Falls Firefighters, IAFF Local 494 and the City of Cuyahoga Falls*

Dear Sir or Madame:

Please find enclosed the Collective Bargaining Agreement between the above-captioned parties.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Hope L. Jones
Deputy Law Director

2010 NOV 12 P 12:28

STATE EMPLOYMENT
RELATIONS BOARD