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AGREEMENT BETWEEN

THE

CITY OF SHEFFIELD LAKE

AND

THE SHEFFIELD LAKE

PROFESSIONAL FIRE FIGHTERS

LOCAL 2355

I.A.F.F. , O.A.P.F.F., AFL-CIO-CLC

January 1, 2011, through December 31, 2013

Case No. 2010-MED-06-0842

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ARTICLE 1
UNION RECOGNITION AND BARGAINING UNIT

Section 1. The City of Sheffield Lake, Ohio, recognizes the Sheffield Lake Professional Fire Fighters, Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC, hereinafter referred to as the “Union,” as the exclusive bargaining representative of all full-time Firefighters of the City of Sheffield Lake Fire Department, hereinafter referred to as the “Department,” with respect to wages, working hours, working conditions, and grievances.

Section 2. This Agreement is entered into by and between the City of Sheffield Lake, Ohio, hereinafter sometimes referred to as the “City,” and Local 2355 of the International Association of Fire Fighters, O.A.P.F.F., AFL-CIO-CLC, of Sheffield Lake, Ohio, hereinafter sometimes referred to as the “Union.”

Section 3. Those who come under the jurisdiction of this Agreement are as follows: all full-time Fire Lieutenants, Fire Lieutenant Paramedics, Class A or below Fire Fighters, and Class A or below Fire Fighter Paramedics who are full-time employees of the City of Sheffield Lake Fire Department. It is further specifically agreed and acknowledged by and between the Union on behalf of its membership and the membership individually that no grievance, claim, or other action will be filed by the Union or by any member of the Union, or by any full-time employee of the Sheffield Lake Fire Department of those included in the bargaining unit as a result of the inclusion of Officers who have administrative functions on behalf of the City, and Class A and below Fire Fighters in the same bargaining unit.

Section 4. The rights of both the City and the employees, recognized and acknowledged in the provisions of this Agreement, shall be observed and followed for the orderly settlement of all disputes or questions arising during the term of this Agreement. The administration and management of the Fire Department shall lie with the Chief. It is understood that the organizational structure of the Fire Department may be modified. Complaints or disputes concerning wages, working conditions, or working hours shall constitute a grievance within the meaning of this Agreement. It is specifically understood that grievances hereunder may be filed by the City as well as the employees and the Union.

Section 5. It is the general purpose of this Agreement to promote the mutual interests of the City and its employees and to provide for the operation of the fullest extent possible economy and efficiency of operation, elimination of waste, protection of lives and property, and the peaceful adjustments of differences between the parties. It is specifically agreed, however, that the City shall have the full rights of management to make all determinations and decisions necessary to effectuate the terms of this Agreement and Contract, and it is further specifically agreed and provided that nothing in this Contract shall be construed or interpreted to relinquish or give up any rights presently held by the City or the Union.

Section 6. The City and the Union agree to discuss the issue of additional officer's positions within the Safety and Finance Committees, and any other Committee deemed necessary.

ARTICLE 2
VALIDITY AND APPLICATION OF CIVIL SERVICE LAW

Section 1. This Agreement shall be subject to the provisions, rights, limitations, and requirements of the Constitution of the United States, the Constitution of Ohio, all federal, state and municipal laws, including without limiting the generalities thereof.

Section 2. In the event any provision of this Agreement shall be decreed to be invalid by a court of last resort of competent jurisdiction, the remainder of the provisions shall not be affected thereby, but shall continue in full force and effect.

Section 3. Notwithstanding the provisions of Sections 1 and 2 above, the parties agree that no section of the Civil Service Laws contained in Chapter 124 of the Ohio Revised Code (ORC), inclusive of Section 9.44 ORC, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where the matter has been addressed by this agreement. Exclusions to this provision shall be as follows:

- A. The conduct and grading of civil service examinations (as related to the City of Sheffield Lake Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City, as may be applicable.
- B. Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

ARTICLE 3
DUTIES OF EMPLOYEES. DIVISION OF FIRE, LINE FIRE FIGHTERS

Section 1. The duties of employees of the Department shall be: control, extinguishment and prevention of fire, and other duties per Departmental Rules and Guidelines and/or per job classification.

ARTICLE 4
NON-DISCRIMINATION

Section 1. The Employer and the Union recognize the rights of bargaining unit employees to join, assist, or participate in the Union or lawful concerted activities, and the right of employees to refrain from joining, assisting, or participating in the Union or lawful concerted activities.

Section 2. The parties to this Agreement recognize their rights and responsibilities under federal and state civil rights laws. The parties agree that, insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, national origin, military status, sex, age, or disability except where a bona fide occupational qualification exists.

ARTICLE 5
CHECKOFF

Section 1. The City agrees to deduct from the wages of employees in the bargaining unit Union dues and initiation fees, as authorized by the individual employees, in written form, in an amount certified to be current by the Secretary-Treasurer of the Union.

Changes in the amounts of any dues and/or fees must be certified to the City in writing. The City shall remit same to the Union on each pay.

The City shall not be obligated to deduct dues or fees when an employee: (1) terminates employment; (2) transfers to a position outside of the bargaining unit; (3) is laid off or on an unpaid leave of absence; (4) fails to earn sufficient wages to make all legally required deductions as well as the deduction of dues/fees; and (5) revokes his authorization.

This authorization shall remain in full force and effect until such time as the individual employee revokes same, in writing, to the City and to the Union.

Section 2. All members of the bargaining unit, as identified in Article 3 of this Agreement, shall, as a condition of employment, either: (1) maintain their membership in the Union, (2) become members of the Union within sixty (60) days of employment within the bargaining unit, or (3) pay a service fee to the Union in an amount not to exceed the annual dues for membership in the Union, in accordance with O.R.C. 4117.09 and applicable state and federal law. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified above.

Section 3. The City agrees to deduct from the wages of part-time employees participating in the coffee/food/paper/TV fund, as authorized in written form, an amount certified to be current by the Secretary-Treasurer of the Union.

The City assumes no obligation of any kind arising out of its deduction of dues/fees in accordance with this article. The Union shall indemnify and hold the Employer harmless from any claims, actions, or proceedings brought by any individual or entity against it as a result of the deduction of dues/fees pursuant to this article.

ARTICLE 6
UNION BUSINESS

Section 1. A maximum of two (2) representatives, per event, from the Union consisting of the Union negotiating committee representing the employees of the Department shall be granted leaves, with pay, for the purpose of meeting with other City employees, City officials, or Union meetings, conferences, conventions, and seminars sponsored by the I.A.F.F., or the O.A.P.F.F. In no event shall more than two (2) representatives have the right to take such leave with pay per event, and those two (2) representatives shall have no more than three (3) days with pay leave in any one calendar year. The total man days which may be taken with pay shall total six (6) man days, for the purposes outlined in this section.

Section 2. Union representatives who are certified by the Union shall be granted leave from duty for the purposes of processing grievances when required during their normal tour of duty provided such processing does not interfere with their duty to the City.

Union members shall have the right to conduct such Union business as required for the efficient operation of the Union, including but not limited to:

1. Preparing of grievances on duty and processing same.
2. Collective discussions concerning Union matters and distribution of Union material and information.
3. Placement of Union material on Union bulletin boards. *The City will provide space for the Union Board and it will be in clear sight for all members to view. The bulletin board space shall be located within the living quarters area as determined appropriate by the Fire Chief and Local Union President.*
4. No such activity by Union members shall interfere with normal operations of the Department.

Additionally, the President of the Union or his designee shall have the right to present concerns pertaining to health and safety to the Safety Committee of Council, provided such matters have first been discussed with the Chief of Fire and Director of Safety. Attendance at such meeting while on duty shall occur only with the approval of the Chief of Fire/Safety Director subject to operational needs. The Chairman of the Committee retains discretion to allow/limit comments.

Section 3. The President of the Union or his representative shall be granted, at the discretion of the Chief, authorized leaves without pay, at his request, for attendance at Union conventions, meetings, and seminars for a period of not more than nine (9) consecutive calendar days at any given time. The President or his representative shall submit a letter of request for specific time off. Such request shall be submitted at least twenty-four (24) hours in advance to the Chief of the Department.

Section 4. All members of the bargaining unit or their Union representative, as requested in writing, shall have access to their personnel files, records and civil service files. If any file is removed from an employee's file, there shall be a letter replacing it and it must state a summary of the file removed.

Section 5. The City shall continue to provide space now used by the Union in conducting its business. This space shall include but not be limited to:

1. Locker
2. Files
3. Meeting Area
4. Union computer (internet access to be paid for by the Union)
5. Computer use for departmental business
6. Copier use

7. Phone use
8. Copies of council and committee minutes, codified ordinances, contracts, budgets, and other documents pertinent to the Department of Fire as may be requested in writing.

ARTICLE 7
PROBATIONARY PERIOD

Section 1. Newly hired and promoted employees shall be required to serve a probationary period of one (1) year.

A. New Hires

During the initial probationary period, the Employer shall have the right to discipline and/or discharge (probationary removal) such employee and any such action shall not be appealable through the grievance and arbitration procedures or to any civil service commission.

B. Promotions

During the promotional probationary period, the Employer shall have the right to reduce such employee (probationary reduction) and such action shall not be appealable through the grievance and arbitration procedures or to any civil service commission. "Probationary reduction" means reduction to the position held just prior to promotion.

Section 2. Should a probationary Fire Fighter either be drafted or enlist in the Armed Forces of the United States, they shall be granted a leave of absence, without pay, for the duration of their term of service should they be drafted, or for the duration of their first enlistment.

They shall accrue seniority the same as they would under continuous employment in the Department provided, however, that upon their return to duty as an employee, they successfully complete their probationary period.

Section 3. New employees hired after January 1, 2003, shall be paid at the following steps, in no particular order, based on training and time of service.

- | | |
|---------|--|
| Step 1. | New hire |
| Step 2. | EMT-A |
| Step 3. | Fire School |
| Step 4. | 18 Months of service |
| Step 5. | EMT-P and a minimum of 30 months service |
| Step 6. | An employee with 20 or more years of service |

Section 4. Upon achieving eligibility for the next step increase, a Fire Fighter will receive that increase in the first full pay period following attainment of the applicable requirements.

Section 5. There shall be a one hundred twenty (120) calendar day orientation period for new hires.

ARTICLE 8 **SENIORITY**

Section 1. Seniority of an employee shall commence on their first day of full-time employment and shall continue for as long as the employee is a member of the Department.

Section 2. Seniority shall prevail with respect to the choosing of vacations, ATO Time, and such other matters within the jurisdiction of this Agreement.

Section 3. The Department shall establish a seniority list, which shall be brought up to date, and a complete new list shall be posted and provided to the Union for a period of not less than thirty (30) calendar days. Any objection to the seniority list, as posted, shall be reported to the Department within ten (10) calendar days of the first (1st) day of posting, or the seniority list shall stand approved.

Section 4. An employee's seniority shall be continuous unless said seniority shall be terminated for any of the following reasons:

1. Discharge for cause;
2. Voluntary resignation;
3. Layoff for more than three (3) years for the convenience of the Department;
4. Failure to return to work within thirty (30) calendar days, without just cause, following recall subsequent to layoff;
5. Re-enlistment to the Armed Services;
6. Retirement.

Section 6. The seniority provisions of this Agreement shall not in any way limit or supersede the City's right to set forth in the Departmental Rules of the Sheffield Lake Fire Department concerning probationary fire fighters.

ARTICLE 9 **OVERTIME**

Section 1. In the event a need for overtime should occur in the Department because of lack of personnel, vacations, sickness, or other unforeseen conditions, overtime shall be paid to the employee working said overtime as follows:

1. All overtime except as listed below, salary divided by two thousand eighty (2080) multiplied by time and one-half (1.5).
2. Any Haz-Mat Technician in the performance of their duties shall be paid at the following overtime rate: salary divided by two thousand eighty (2080) multiplied by three (3).

Section 2. A list shall be made on January 1 of the new year and it shall be constructed as follows: the most senior person on the department shall be the first on the list and the rest of the employees to follow according to seniority. The hours shall begin at zero (0) every January 1st when the list is composed. When the need for unscheduled overtime exists, the first employee on the list (the most senior employee) will be called by phone and paged. If no contact is made, he will be given ten (10) minutes from the time the page was sent to call back and select any one of the three (3) eight (8) hour shifts that are open. When an individual selects a shift, he will have the number of hours being accepted charged to his name. Calls for an unscheduled overtime shift will always begin at the individual next on the list from where you stopped at during the previous overtime call in. In the event that individuals are ordered to work overtime, you will order the individual on your shift with the lowest hours first. That individual will have a choice of shifts as stated above. When there is a need for scheduled overtime as for events, then a sign up sheet will be posted with the person with the least amount of hours having first choice. When hours are equal among two individuals, then seniority shall prevail.

In the event that it becomes apparent that only two (2) or three (3) employees choose and/or are ordered to work overtime, the officer in charge shall assign overtime as agreed or according to the overtime list.

Employees on vacation shall not be eligible for overtime as listed above, from the first to the last vacation duty days. Employees on ATO or sick leave shall not be eligible for overtime, as listed above, only on the specific duty day, except that employees on extended sick leave, two (2) or more duty days, shall not be eligible for overtime until after their return to duty.

Section 3. All employees of the Department shall be paid overtime for all hours worked in excess of the official tour of duty. All hours spent in training and all hours spent in training and/or schools that require overnight stays, on non-duty days, shall be interpreted to be hours worked in excess of the official tour of duty. The City shall pay the tuition for any school, attendance at which is necessary for an employee to maintain certification necessary to be maintained as part of the requirements of said employee's employment with the Department and/or as ordered by the Chief.

Section 4. Members of the Department may be called in or required to standby for emergencies.

Section 5. Members of the Department ordered to stand by, and not properly relieved at change of shifts, shall be entitled to overtime pay at their regular classified rate until properly relieved.

Section 6. The City shall, in all cases when Fire Department personnel services are required due to any emergency or required overtime, call back any individuals that are full-time or part-time, as specified in this Agreement.

Section 7. Notwithstanding the provisions of Section 1 herein, in the event of a squad call or fire call, when off-duty employees respond to such emergencies, those employees are called in/paged in and respond are entitled to a minimum of three (3) hours overtime pay, provided however, no more than three (3) hours shall be paid to any off-duty employee so responding unless such employee, in fact, worked for more than three (3) hours in connection with the emergency to which such employee responds.

Section 8. In the event of scheduled overtime, those employees who are called in shall receive a minimum of four (4) hours of overtime pay.

ARTICLE 10 **WORK WEEK**

Section 1. The Department shall be divided into three (3) platoons. Each platoon shall be on duty for twenty-four (24) consecutive hours, after which the platoon serving twenty-four (24) hours shall be allowed to remain off duty for forty-eight (48) consecutive hours, except in cases of emergency. The duty day shall commence at 0800 hours and continues through to 0800 hours the following day.

Section 2. The duty day shall be divided into eight (8) hours day/work shift, and sixteen (16) hours evening/night shift.

Section 3. Employees shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department. Shift exchange requests shall be submitted in writing to the Chief of Fire/designee at least twenty-four (24) hours in advance of the first affected date.

Section 4. In the event the Chief reassigns any employee to another shift, said employee shall receive a written notice a minimum of forty-nine (49) hours prior to the change. Also, the employee must receive a minimum of forty-eight (48) hours off between duty days.

Section 5. Each full-time employee of the bargaining unit of the Department shall work an average fifty (50) hour work week. Each such employee shall receive six (6) hours of “Earned Time Off” (ATO) (ETO) for each week of service. The Fire Chief shall have the right to refuse the scheduled day off, referred to herein, at the time of request if such refusal is necessary to avoid scheduling overtime for any full-time employees. When refusing vacation or “Earned Time Off” due to another employee’s extended sick leave absence, the Chief shall grant time off to be scheduled after that employee is scheduled to return to work as per physician’s written directions as follows:

In the event that an employee is off for a period of six (6) weeks or less, no time off may be granted within seven (7) calendar days of the estimated return date.

In the event that an employee is off for a period of more than six (6) weeks, no time off may be granted within fourteen (14) calendar days of the estimated return date.

Notwithstanding the foregoing, firefighters with at least twenty (20) years of full-time employment who have reached their three hundred twenty (320) hour “bank” may elect to work a fifty-six (56) hour work week, subject to the provisions of and upon the filing of the application attached hereto as Appendix A. The application for a fifty-six (56) hour work week shall be for a one year period and may be utilized only three (3) times during the employee's employment with the City. Employees choosing this option may not take ATO time off in the year in which they file the application under Appendix A (see also Article 41).

Section 6. All ATO Time shall be granted upon full-time Departmental Seniority. It is further agreed, however, that ATO Time, to be granted on such seniority, must be requested on or before the last day of February of each year in which it is requested.

Section 7. In the event that two (2) employees turn in for ATO time for a said day after the time limits set in Article 10, Section 6, of this agreement, an employee requesting a full twenty-four (24) hour ATO day shall be awarded the ATO time over an employee requesting just partial hours of said shift. It is further agreed, however, that if partial days are attached to any three (3) consecutive full duty days taken off (i.e., ATO, vacation, personal, or bereavement days taken in any combination), the partial day will then take precedence over the full ATO day.

Section 8. Each employee earning six (6) hours of “Earned Time Off” (ATO) per week, or three hundred twelve (312) hours per year, is eligible to receive such time off in the year that it is earned. Any hours earned and not used in any calendar year shall be placed in “an ATO bank” and may accumulate up to a total of three hundred twenty (320) hours. Any hours above the three hundred twenty (320) hour limit shall be paid at the overtime rate, with payment made by the first pay of April in the next calendar year.

Section 9. Pay day shall be on the Friday after the conclusion of the applicable pay period with checks issued on or before 0800 hours. In the event that pay day falls on a holiday, paychecks shall be issued no later than Thursday on or before 0800 hours.

Section 10. No employee shall be required to use their ATO time during a period of personal illness or injury when this illness or injury shall have occurred prior to the beginning of their ATO time.

ARTICLE 11 **CIVIL SERVICE**

Section 1. The Civil Service of the City of Sheffield Lake, Ohio, as applied to the Fire Department, shall include all officers and positions of trust or employment therein who are in the bargaining unit. Appointments to and promotions in the Civil Service in the Fire Department shall be made only according to merit and fitness to be ascertained by competitive examinations according to the Sheffield Lake Civil Service Laws and Rules and Regulations.

Section 2. Promotions shall be made in accordance with the provisions of the Sheffield Lake Civil Service Rules. All examinations shall be competitive and in accord with said rules for all positions, including any newly created positions, provided, however, the Sheffield Lake Civil Service Rules and Laws must allow for the inclusion of those positions in the Civil Service.

Section 3. The City agrees to assume any and all cost of preparing and administrating any promotional examinations given by the Civil Service to any Fire Fighters provided, however, the Fire Fighters must pay any costs for preparation for said examination that they may see fit to undertake as well as any cost incurred in going to, attending, and returning from the site of the examination.

ARTICLE 12
VACATIONS

Section 1. An employee with more than one (1) year of continuous full-time service with the Department is entitled to an annual vacation with pay.

Section 2. All vacations shall be granted based upon full-time departmental seniority, provided that requests for such vacation are submitted on or before the last day of February of in the applicable year.

Section 3. Vacations with pay shall be accrued in the following manner:

<u>Completed Service</u>	<u>Annual Vacation</u>
One (1) to Four (4) Years	6 Duty Days
Five (5) to Nine (9) Years	9 Duty Days
Ten (10) to Fourteen (14) Years	12 Duty Days
Fifteen (15) Years or more	15 Duty Days

If time is credited based upon bi-weekly pay periods, time is not credited for any 27th pay period, as the accrual rate is based upon twenty-six (26) annual pay periods.

Section 4. Emergency vacations may be granted to any employee upon a showing of need therefore, provided the employee has unused vacation to their credit.

Section 5. Vacations taken within the above time period shall correlate with each employee's accrued vacation which is earned during that period (e.g., any employee who observes his fifth (5th) anniversary from January First (1st) through December Thirty-First (31st) of any year may sign up for any and all vacation from January First (1st) through December Thirty-First (31st) of that year. All vacations shall be approved by the Fire Chief.

Should an employee have exercised his right to take vacation prior to completing the calendar year in which it was earned, and should such employee subsequently terminate or have his employment terminated by the City; for any reason prior to the completion of that year, then and in that event, said employee shall reimburse to the City or shall at the City's option have withheld from any final wage payment or other payment or any type or kind whatsoever an amount of money equal to the monies paid to him by the City, for such portion of the vacation that said employee took during such calendar year that was not earned by the employee as a result of that employee's termination of employment with the City in that year.

Section 6. No employee shall be required to use his vacation during a period of personal illness or injury when this illness or injury shall have occurred prior to the beginning of his vacation.

Section 7. No employee shall take any vacation days except in the year in which those vacation days are accrued. There shall be no carryover into the next succeeding year of unused vacation days without the express written permission of the Mayor.

Section 8. New employees shall earn one-half (1/2) day or twelve (12) hours of vacation time for each month or partial month of service in the calendar year in which they are hired.

ARTICLE 13 **PAID HOLIDAYS**

Section 1. The following paid holidays are recognized by the City for all full-time employees:

1. the First (1st) day of January
2. the Third (3rd) Monday in January
3. the Third (3rd) Monday in February
4. Easter Sunday
5. the Thirtieth (30th) day of May
6. the Fourth (4th) day of July
7. the First (1st) Monday in September
8. the Second (2nd) Monday in October
9. the Eleventh (11th) day of November
10. the Fourth (4th) Thursday in November
11. the Twenty-Fifth (25th) day of December

In addition to the foregoing, each employee shall be entitled to one floating holiday per year (twenty-four [24] hours) in recognition of the employee's birthday. A floating holiday may be used with the prior approval of the Chief. Requests shall be submitted in writing to the Chief of Fire at least seventy-two (72) hours in advance of the requested date.

It is further expressly agreed by and between the parties that in the event the Governor of the State of Ohio or the President of the United States expands the number of holidays to be received by employees of the State of Ohio, then and in that event, the number of holidays to be received by employees pursuant to this contract shall be expanded. Likewise, if the Governor of the State of Ohio or the President of the United States eliminates or reduces the number of holidays to be received by employees of the State of Ohio, then and in that event, the number of holidays to be received by employees pursuant to this contract shall be eliminated or reduced in like manner.

Section 2. All holiday pay shall be computed on a twenty-four (24) hour basis at the fifty (50) hour rate.

Section 3. To be entitled to holiday pay pursuant to this article, an employee must report for work on the last day before the holiday and the first duty day after the holiday.

ARTICLE 14
SPECIAL LEAVES (BEREAVEMENT)

Section 1. The employees of the Department shall obtain leaves of absence in the following manner and for the time mentioned with no loss of pay:

On the occasion of the death of father, mother, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, step-mother, step-father, step-sister, step-brother, grandchild or grandparent: two (2) consecutive work days.

ARTICLE 15
SICK LEAVE

Section 1. Sick leave with pay shall be granted to all employees at the rate of one and one-quarter (1 1/4) days per month for each full calendar month of service.

Section 2. Sick leave with pay (sick leave) shall be granted to employees when they are incapacitated for the performance of their duty because of sickness or injury, or in case of illness in the employee's immediate family reasonably requiring the presence of the employee. The immediate family of the employee shall be regarded to include parents, wife, husband, children, brother, or sister of the employee, or their spouse, grandchild, their parental grandparents or other relatives living in the household of the employee. Sick leave, if in excess of four (4) consecutive twenty-four (24) hour work days due to causes other than the employee's own incapacity, shall require approval of the Office of the Chief, Division of Fire.

Section 3. In case of hardship or unusual need, and as approved by the Chief of Fire and the Mayor/designee, an employee may be advanced up to ten (10) calendar days of sick leave. Any such advance shall be chargeable against such employee's subsequent accrual of sick leave and/or subject to repayment as applicable.

Section 4. Should an employee be granted sick leave under this article and their scheduled vacation or ATO period occurs during such leave, such employee shall remain on sick leave and their vacation or ATO period shall be deferred until said employee returns to duty.

Section 5. The following sick day bonus will be paid on the first pay in December of each year to those full-time employees who have:

Taken no sick days	\$500.00
Taken one (1) sick day	\$400.00
Taken two (2) sick days	\$300.00
Taken three (3) sick days	\$200.00

The sick day year will run from December First (1st) to November Thirtieth (30th). Payment will be made by separate check at the time of the next pay following the completion of the sick day year.

Section 6. All accumulated paid sick leave up to and including one hundred fifty (150) days shall be paid in accordance with this Agreement under Article 38 and/or 41.

Section 7. Any employee on sick leave five (5) consecutive duty days or more will, upon request of the City, provide a physician's excuse. After fifteen (15) consecutive sick leave days, the City may request, at the City's expense, an independent physical examination.

Section 8. Any employee who has accumulated seventy-five (75) sick leave days (one thousand eight hundred [1,800] hours) by the anniversary date of their employment shall, in the following calendar year, receive one (1) personal day. A personal day may be taken at the convenience of the employee upon notification to the Chief or, in his or her absence, the shift officer on duty.

ARTICLE 16

IN-LINE-OF-DUTY INJURIES, DEATH IN THE LINE-OF-DUTY AND PENSION REQUIRE FOR IN-LINE-OF-DUTY INJURIES

Section 1. A full-time employee who is injured while performing duties of his position, whereby such injury makes the employee unable to work, shall be eligible for On-Duty Injury (ODI) leave at his regular rate of pay during the time period he is unable to work, not to exceed one hundred twenty (120) calendar days. If at the end of the one hundred twenty (120) day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for up to an additional one hundred twenty (120) calendar day period, or parts thereof. ODI leave shall run concurrently with Family and Medical Leave (FML).

Section 2. The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury/disability as a precedent to the employee receiving any benefits under this article. The designated physician's opinion shall govern whether the employee is actually injured/disabled or not.

Section 3. In the event the injury or disability sustained by the employee is not total, the Employer may assign the employee to Fire Department duties which are consistent with the employee's physical abilities and consistent with the physician's certification.

Section 4. The employee shall remain on his current work schedule and shall not count toward the minimum manpower while on ODI leave as defined in Article 32.

Section 5. There shall be no loss of vacation, personal, or holiday time for the employees on the ODI status.

Section 6. When an employee dies from an on-duty injury or from a service-connected cause, his surviving spouse, dependents, or his estate, will receive in addition to his pension benefits and life insurance the deceased employee's salary for one (1) year in twenty-six (26) equal monthly installments.

Section 7. Upon determination by medical authorities that the employee is totally and permanently disabled from performing their duties, then and in that event, the employee will be placed on pension. The City may require an employee to undergo a fitness for duty examination,

conducted by a qualified physician of the City's choice and at the City's expense. The employee has the right to rebut the City's physician's report with a report on the employee's fitness for duty from a qualified physician selected by and at the cost of the employee. If there is a conflict between the City physician and employee physician reports as to the employee's fitness for duty, the dispute will be submitted to a mutually agreed upon third-party qualified physician, who will make the final and binding determination on the employee's fitness for duty. The third-party physician's costs shall be split equally by the parties. If there is a disagreement between the parties on the third-party physician, the third-party physician will be determined by the head of the appropriate department of the Cleveland Clinic.

The City may place the employee on leave pending the results of the fitness for duty examination. If the employee is cleared to return to duty, the employee's entitlement to back pay or benefits during the employee's leave pending the examination shall first be discussed by the parties. If no agreement is reached on the relief, the dispute shall be submitted to arbitration pursuant to the agreement's grievance-arbitration procedure.

Section 8. Employees on ODI light duty are eligible for overtime resulting from tone outs and training. However, if more than one (1) individual is on ODI light duty, tone out overtime shall be rotated among those individuals.

ARTICLE 17 **LIGHT DUTY NON-JOB RELATED**

Section 1. Any employee unable to work because of a non-job-related disabling condition who has been absent from work and is unable to return to full duty, but who may be able to dispatch or perform other, mutually agreed to, physician-approved, light-duty chores, may return to work at the employee's option with approval of the City, on light duty. An employee on light duty shall receive full pay and benefits just the same as any other employee.

Section 2. An employee on light duty shall not count towards the minimum manpower as defined in Article 32.

Section 3. Tone out overtime opportunities may be authorized by the Chief, consistent with the provisions of Article 16, Section 8.

ARTICLE 18 **DIFFERENTIAL PAY**

Section 1. In the event of an absence in the position of the Chief due to vacation, ATO, illness, bereavement and/or any other reason, that absent position shall be filled and filled by the next senior Officer or Acting Officer. Should the senior officer decline such assignment, it will then be offered to the next senior officer(s). In the event that all ranking officers decline the assignment, the Mayor shall appoint such individual he determines to be qualified to serve as Acting Chief.

Section 2. In the event of an absence in the position of Lieutenant or other Shift Officer due to vacation, ATO, illness, bereavement and/or any other reason, that absent position shall be filled and filled by the next senior fire fighter on that shift.

Section 3. Whenever an employee of the Department is required to work in a higher classification than their regular classification, such employee for every hour of such service shall be paid at the rate of the higher rank which they serve in their acting capacity.

ARTICLE 19 **GRIEVANCE PROCEDURE**

Section 1. The Union or a bargaining unit employee of the Department may file a grievance and shall be afforded the full protection of this Agreement. "Grievance," as used herein, means a misinterpretation, misapplication, or violation of an express provision of this agreement.

Section 2. A grievance shall be processed and adjusted in the following manner:

Step 1 - The grievance must be first submitted to the Chief of the Fire Department, in writing, within ten (10) calendar days (excluding Saturdays, Sundays and holidays) from the date of the incident giving rise to the grievance. An employee filing a grievance shall be allowed, at his expense, representation consisting of up to two (2) representatives of the Union or legal counsel at the grievance meetings. The grievance shall set forth the pertinent data upon which the grievance is based, including the articles/sections of the agreement alleged to have been violated, and must be signed by the aggrieved employee with or without the Union Representative. The Fire Chief shall render a written decision within ten (10) calendar days (excluding Saturdays, Sundays, and holidays) after receipt of the grievance.

Step 2 - If the grievance is not settled at Step 1, the grievance shall be submitted within ten (10) calendar days (excluding Saturdays, Sundays, and holidays) to the Safety Director, who shall render a written decision within ten (10) calendar days (excluding Saturdays, Sundays, and holidays) after receipt of the grievance.

Step 3 - If the grievance is not settled at Step 2, the grievance shall be submitted within ten (10) calendar days (excluding Saturdays, Sundays, and holidays) to the Mayor. The Mayor/designee shall render a written decision within ten (10) calendar days (excluding Saturdays, Sundays, and holidays) after receipt of the grievance.

Step 4 - If the grievance is not settled at Step 3, the grievance may be submitted to arbitration by either the Union or the Employer upon written notice to the other party within ten (10) calendar days (excluding Saturdays, Sundays, and holidays) of the issuance of the Step 3 response.

Section 3. A grievance which is not processed to the next step of the procedure shall be considered resolved based upon the Employer's last response. A grievance not timely responded to by the Employer shall be considered to have been responded to in the negative and may be processed to the next step. The time limits herein may be extended by the mutual written agreement of the parties.

Section 4. Should there be any conflict between Article 19 herein and any local law or ordinance of the City, Article 19 shall prevail.

ARTICLE 20 **ARBITRATION**

Section 1. If a grievance, as defined in Article 19, Section 1, is not satisfactorily resolved after being processed through all of the steps of the grievance procedure, then within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the rendering of the decision at Step 3, or a time default by the Employer at Step 3, the Union may submit the grievance to arbitration. Additionally, the City may likewise submit to arbitration upon written notice to the other party within ten (10) calendar days (excluding Saturdays, Sundays and holidays) of the issuance of the Step 3 response.

Section 2. An impartial arbitrator shall be selected from a panel supplied by the American Arbitration Association or Federal Mediation and Conciliation Service upon the request of either party. The parties shall, within ten (10) calendar days of receipt of the panel, make a selection of an arbitrator. In the event the parties cannot agree, the American Arbitration Association or Federal Mediation and Conciliation Service shall provide a list of seven arbitrators with each party alternately removing three (3) names from the list. Nothing herein shall preclude the parties from mutually agreeing to the selection of an arbitrator without the utilization of the American Arbitration Association or the Federal Mediation and Conciliation Service.

Section 3. The arbitrator selected shall hear the issue and the decision of the arbitrator shall be limited to the issue or issues presented. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this agreement or to make any award which violates any of the terms and conditions of this Agreement.

Section 4. The question of arbitrability of a grievance may be raised by either party prior to proceeding on the merits of a grievance. The arbitrator's decision and award will be in writing. The decision of the arbitrator shall be final and binding upon the parties subject to the right of appeal to courts of competent jurisdiction by either party pursuant to the provisions of the Ohio Revised Code relating to appeals from arbitration decisions.

Section 5. The fees and expenses of the arbitrator and the costs of the hearing room, if any, shall be borne equally by the City and the Union, unless otherwise specifically provided by the arbitrator. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any expenses incurred by the other party unless otherwise specifically ordered by the arbitrator or by a court of competent jurisdiction.

ARTICLE 21 **RULES AND GUIDELINES**

Section 1. It is understood and agreed that the City has the authority to promulgate work rules, guidelines, policies, procedures and directives, herein referred to as Rules and Guidelines, to regulate the conduct of the Employer's business. Such matters will be reduced to writing and the Union and each employee shall be supplied with a copy of same. The City agrees that

Departmental Rules and Guidelines which affect working conditions and performance shall be subject to the grievance procedure.

Section 2. The Union agrees that its members will comply with all Fire Department Rules and Guidelines.

Section 3. When existing Rules and Guidelines are changed or new Rules and Guidelines are established, they shall not take effect until they have been provided to the Union and posted for at least ten (10) calendar days or until all fire personnel have read and/or had the opportunity to sign all Rules and Guidelines as posted.

ARTICLE 22 **ABSENTEEISM**

Section 1. Employees of the Department not expecting to work because of emergencies, sickness, injury, or other justifiable cause must notify the duty officer a minimum of one (1) hour before their scheduled reporting time. This provision shall not be interpreted as condoning repeated absences from work on the part of the employees.

ARTICLE 23 **ADEQUATE AIR CONDITIONING**

Section 1. Living quarters of all fire stations shall be furnished with adequate air conditioning, which shall be maintained by the City.

ARTICLE 24 **SAFETY**

Section 1. All Fire Houses shall be kept safe. Unsafe conditions shall be brought to the attention of the proper authority. The proper authority shall make immediate investigation of the alleged unsafe conditions and take action necessary to correct said unsafe condition.

Section 2. Fire Houses shall be kept clean and sanitary. The City shall provide the necessary equipment to accomplish same.

Section 3. Major repairs or installations in Fire Houses shall not be done by the employees.

Section 4. All Fire Houses shall be provided with locks for all windows and doors and keys for all doorways. Doors and windows may be closed and locked so as to prevent loss of property both to members and to the City. All windows shall have blinds and/or curtains to maintain employees' privacy, which blinds or curtains shall be provided by the City.

ARTICLE 25 **CLOTHING AND PERSONAL EFFECTS**

Section 1. The City agrees to supply and maintain adequate sleeping, living quarters, and cooking facilities and equipment for all personnel assigned to the Fire Station. Each full-time

employee of the Department shall be provided, at the City's expense, adequate personal equipment, but not uniforms.

Section 2. Each new employee shall receive six hundred dollars (\$600.00) for the purchase of non-fire fighting clothing.

Section 3. Upon termination of employment, employees under the jurisdiction of this Agreement shall turn in to the proper authority all equipment issued in Section 1.

Section 4. The City agrees that upon proof of loss or damage it will pay, up to an amount of four hundred dollars (\$400.00) per incident, any claims submitted for personal property of its employees damaged while in the process of fighting fires, emergency service, or in any other unique situation, if said claim is submitted to the Safety Director for consideration by the City for compensation or reimbursement.

Section 5. Each employee shall receive an annual clothing and uniform maintenance allowance in the amount of five hundred dollars (\$500.00) per year which shall be paid as follows: on or before April Thirtieth (30th) of each calendar year.

Section 6. The City will provide at no cost to the bargaining unit employees approved flame retardant clothing (at least three (3) shirts and three (3) pairs of pants on or before August First (1st) of each calendar year) which the Fire Chief determines is necessary to ensure the safety and health of employees. Any dispute which arises between the parties over the Fire Chief's determination shall be the subject of the grievance and arbitration provisions of this Agreement.

When federal, state, or local governments mandate the issuance of safety garments, the Employer will abide by those mandates.

ARTICLE 26 **EMPLOYEE'S RIGHTS**

Section 1. On and off-duty hours, members of the Fire Department of Sheffield Lake shall abide by and adhere to the rules, regulations and laws set forth by the legislative body of the City in which they are employed, provided that no such rule, regulation or law shall apply that alters, abridges or otherwise restricts the constitutional rights of said members, and said members, except when on duty, shall not be restrained from exercising their rights and privileges or from entering into any endeavor enjoyed by all other citizens of the City in which they reside.

ARTICLE 27 **HOSPITALIZATION**

Section 1. The Employer shall make available to all bargaining unit employees major medical/hospitalization health care (plan) as provided to other City employees. The Employer shall select carriers/providers and otherwise determine the method of provision and coverage. The Employer shall meet with the Union in advance of any selection of coverage that would substantially reduce the overall coverage.

+The participating employee may elect either single or family coverage.

Section 2. The Employer agrees to pay ninety percent (90%) of the monthly cost for those bargaining unit employees who elect to receive health care coverage. The employee shall be required to pay the remaining ten percent (10%). Notwithstanding the above, the maximum employee contribution per month shall not exceed the following:

<u>Calendar Year</u>	<u>Maximum Employee Contribution</u>
January 1, 2012, through December 31, 2012	\$50.00 Single Coverage \$120.00 Family Coverage

Notwithstanding the above, either party may request to reopen negotiations for purposes of health insurance for 2013 by submitting written notice to the other party between October 1, 2012, and October 31, 2012.

Section 3. If, during the life of this agreement, it becomes necessary for the Employer to change carriers, the Employer agrees to meet with the Union in advance of such action, and upon written request, to meet with the Union to discuss the new carrier.

Section 4. Notwithstanding the provision(s) of Sections 1–3 of this article, which provide for health care coverage, the Union agrees that the Employer may offer alternative health care coverage program(s) during the term of the agreement.

The terms and conditions of such alternative programs shall be determined by the Employer. The cost and/or the terms and conditions of said program(s) shall be at the discretion of the Employer and may be subject to change.

Section 5. The Employer shall provide a term life insurance policy for each employee in the amount of fifty thousand dollars (\$50,000).

ARTICLE 28

NO STRIKES OR LOCK-OUTS

Section 1. The Union agrees that there shall be no strikes, slow downs, stoppage of work or any interference with the efficient management of the Fire Department during the duration of this Agreement, or extension of same. The City in return agrees that there shall be no lock-out of employees during the duration of this Agreement, or extension of same.

ARTICLE 29

PARAMEDIC PAYMENT

Section 1. Any full-time employee covered by this Agreement who shall have attained and have maintained paramedic certification as determined by the State of Ohio and as required pursuant to their employment with the City shall be paid as follows:

The paramedic payment for Fire Fighters shall be six thousand five hundred fifty dollars (\$6,550.00) and the paramedic payment for Lieutenants shall be seven thousand two hundred five dollars (\$7,205.00).

ARTICLE 30
ANNUAL BASE SALARY

Section 1. The annual base salary for full-time Class A and below Fire Fighters in the City shall be as follows:

	<u>2011</u>
<u>Firefighter</u>	
Step 1	\$34,234.47
Step 2	\$36,184.58
Step 3	\$38,149.17
Step 4	\$40,067.33
Step 5	\$42,018.82

Section 2. The annual base salary for full-time Lieutenants in the City shall be as follows:

	<u>Step V</u>	
As of January 1, 2011		\$46,220.71

Section 3. Effective within the first pay after January 1, 2012, a one-time, lump sum wage equity adjustment shall be paid to bargaining unit members as follows:

Firefighter (Step 1 – Step V)	\$750.00
Lieutenant	\$750.00

ARTICLE 31
LONGEVITY

Section 1. The rate of longevity pay for Fire Fighters shall be as follows:

One Hundred Thirty Six Dollars and Fifty-Nine Cents (\$136.59)

The above calculations reflect per year for each year of employment completed by full-time Fire Fighters of the Department who come under the jurisdiction of this Agreement, commencing with the fifth (5th) year of such full-time employment. Thereafter for each year of such employment completed, such employee shall receive an increase based on the above amount to a maximum of twenty-five (25) years of service (three thousand four hundred fourteen dollars and seventy-five cents [\$3,414.75]).

Section 2. The rate of longevity pay for Lieutenants shall be as follows:

One Hundred Fifty Dollars and Twenty-Five Cents (\$150.25)

The above calculations reflect per year for each year of employment completed by full-time Lieutenants of the Department who come under the jurisdiction of this Agreement, commencing with the fifth (5th) year of such full-time employment. Thereafter for each year of such employment completed, such employee shall receive an increase based on the amount to a

maximum of twenty-five (25) years of service (three thousand seven hundred fifty-six dollars and twenty-five cents [\$3,756.25]).

Section 3. The longevity payment that would be received by an employee on his anniversary date shall be added into the base pay on January First (1st) of each year (i.e., a Fire Fighter who will observe his fifth (5th) anniversary during the calendar year will have six hundred eighty-two dollars and ninety-five cents (\$682.95) added to his base pay on January first (1st) of that year.

Section 4. Upon separation of employment with the City, except for retirement, the longevity pay and any portion thereof shall be considered to have been paid in full regardless of the last date that the employee shall have worked.

Section 5. Upon retirement, an employee shall receive a longevity settlement check for any unpaid longevity prorated for each month or partial month of service from his anniversary date until his retirement date.

ARTICLE 32 **MINIMUM MANNING**

Section 1. To ensure the safety of its Citizens and its Fire Fighters, the City and the Union agree that a commitment must be made to the minimum manning of shifts. To achieve this goal, the City and the Union agree to maintain shifts as listed below.

Section 2. The number of employees of the bargaining unit on duty, available to respond to an alarm, shall be a minimum of three (3).

Section 3. If sixty percent (60%) of the budgeted overtime monies within the City of Sheffield Lake for the Fire Department personnel have been expended prior to the seventeenth (17th) pay period, or seventy percent (70%) prior to the twentieth (20th) pay period, or eighty percent (80%) prior to the twenty-third (23rd) pay period, or ninety percent (90%) prior to the twenty-fourth (24th) pay period, then and in that event, the minimum manning shall be three (3) Fire Fighters, one (1) of whom may be a part-time Fire Fighter.

ARTICLE 33 **OFFICER, DEPARTMENT, AND MANDATORY MEETINGS**

Section 1. The Fire Chief shall hold a minimum of three (3) officers; meetings and one (1) Department meeting per calendar year. Off-duty personnel who are required and/or ordered to attend any mandatory Department meetings shall be compensated for only those hours actually worked.

Section 2. When the Chief declares that attendance at a Department meeting, school, or training is mandatory, the employee so ordered to such school or training shall be notified, in writing, a minimum of fourteen (14) calendar days prior to the start of said school or training.

Section 3. No employee shall be required to attend any Department meeting, school, or training session if that employee is previously scheduled off during that same period.

ARTICLE 34
COURT AND JURY DUTY

Section 1. The Employer shall grant leave with pay to an employee for the period of time they are required to appear before a court, judge, magistrate, or coroner as a plaintiff, defendant or witness, in regard to their employment with the City.

Section 2. An employee required to be available for jury selection or service shall receive their regular daily wage for each day which would have been worked, but for such jury participation. If possible, the employee shall return to work to finish working the shift.

Section 3. Any fees earned while excused from duty shall be remitted to the City.

ARTICLE 35
CREDIT UNION AND DEFERRED COMPENSATION DEPOSITS

Section 1. All deposits and/or payments deducted from the employees' pay checks shall be deposited and/or paid by the next business day following the pay date when commercially and reasonably practical.

Section 2. Any penalties suffered by the employees due to untimely deposits and/or payments shall be paid by the City.

ARTICLE 36
SCHOOLING, TRAINING AND CONTINUING EDUCATION

Section 1. The City shall train, certify and re-certify members of the bargaining unit at no cost in the following, but not limited to, subjects:

1. 240 Hour Fire Fighting
2. Emergency Medical Technician - Ambulance
3. Emergency Medical Technician - Paramedic
4. Hazardous Materials (Awareness, Operations)
5. Advanced Cardiac Life Support

Section 2. In the event that employees are required to attend schools or training and/or conduct Department business at sites outside the Fire Department, the City shall provide a vehicle for transportation to said sites.

ARTICLE 37
LAYOFFS AND REDUCTIONS

Section 1. Whenever it becomes necessary for the appointing authority to reduce its work force, the appointing authority shall layoff employees or abolish their positions in accordance with this article. It is the intent of the parties to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supercede the provisions of ORC 124.321 to 124.328, 124.37, and OAC 123: 1-41-01 to 123: 1-41-22.

Section 2. Whenever the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employee(s) in writing at least fourteen(14) calendar days in advance of the date of layoff or job abolishment. Layoffs may occur for reasons of lack of work, lack of funds, or for purposes of reorganization. Job abolishment may occur due to restructuring and/or lack of continued need for the position.

As used in this article, a “lack of funds” means the City/Department has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations. This section does not require any transfer of money between funds in order to offset a deficiency or projected deficiency of federal funding for a program.

As used in this article, a “lack of work” means the City/Department has a current or projected temporary decrease in the work load, expected to last less than one (1) year, that requires a reduction of current or projected staffing levels. The determination of a lack of work shall indicate the current or projected temporary decrease in the work load of a City/Department and whether the current or projected staffing levels of the City/Department will be excessive.

As used in this article, “abolishment” means the deletion of a position or positions from the organization or structure of the City/Department. For purposes of this article, the City/Department may abolish positions for any one or any combination of the following reasons: as a result of a reorganization for the efficient operation of the City/Department, for reasons of economy, or for lack of work.

Reasons of economy permitting the City/Department to abolish a position and to layoff the holder of that position under this section shall be determined at the time the City/Department proposes to abolish the position. The reasons of economy shall be based on the City/Department’s estimated amount of savings with respect to salary, benefits, and other matters associated with the abolishment of the position, except that the reasons of economy associated with the position’s abolishment instead may be based on the City/Department’s estimated amount of savings with respect to salary and benefits only if:

- (a) Either the City/Department’s operating appropriation has been reduced by an executive or legislative action, or the City/Department has a current or projected deficiency in funding to maintain current or projected levels of staffing and operation.

Section 3. The Employer shall determine in which classification(s) layoff or job abolishment will occur. Within each classification/status affected, layoff shall occur by inverse departmental seniority (i.e., least senior to most senior), consistent with the definition under Article 8, Seniority.

Section 4. Employees who are placed on layoff may apply their departmental seniority to displace an employee with departmental seniority in any lateral or lower bargaining unit classification in which the displacing employee holds classification seniority and provided he is presently qualified to perform all of the duties of the lateral or lower classification. The employee shall receive the applicable rate of pay for that classification. Employees shall notify the Employer in writing within five (5) calendar days of the notice of layoff of their intent to displace another employee.

Order of Displacement. A laid off employee has the right to displace the employee with the least seniority in the classification from which the employee was laid off or in a lower or equivalent classification in the following order:

1. within the classification from which the employee was laid off;
2. within a lower classification.

Section 5. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from each classification shall be the first to be recalled. Employees shall be given fourteen (14) calendar days advance notice of recall, and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of their current address. Employees who refuse recall to a classification from which they have been laid off shall lose all seniority and recall rights. Employees shall remain on the appropriate recall list for three (3) years from the effective date of the layoff, provided they maintain any certification required for their position.

Re-Creation or Re-Establishment of Position. Should a position in the City/Department once abolished or made unnecessary be found necessary to be re-created or re-established within three (3) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within three (3) years from the date of the abolishment of the position of layoff, the most senior employee of those laid off shall be entitled to the position, providing he or she was at the date of his or her separation a regular and permanent employee.

Cause for Removal from the Layoff List. Any employee accepting or declining reinstatement to the same classification and same appointment type from which the three (3) was laid off or displaced shall be removed from the City/Department's layoff list. The employee's acceptance or decline must be in writing.

ARTICLE 38 **RETIREMENT AND SEPARATION PAY**

Retirement Pay

Section 1. An employee who retires from the Fire Service under OPFPDF (service or disability retirement) is eligible to be compensated accordingly for all his accumulated sick time, ATO hours, and vacation time, including pro-rata pay due for the current year as listed below:

1. Sick Time up to 150 days x 24 hours x 50 hour rate*
2. ATO Hours hours x regular overtime rate
3. Vacation Time days x 24 hours x 50 hour rate

* Less any sick leave paid under Step VI pay (see Article 41)

Section 2. An employee who is eligible for retirement pay (service or disability) in Section 1 may choose to receive said pay either in one (1) payment, two (2) payments, or in three (3) payments. The single payment or first (1st) of two (2) or three (3) payments shall be made in the pay period immediately following the retirement date. The second (2nd) and third (3rd)

payments shall be made in the pay period immediately following the anniversary of the retirement.

Separation Pay

Section 3. An employee who has completed one (1) year of service or more and who resigns from the Fire Service for reasons other than retirement as addressed in Sections 1 and 2 herein, and excluding discharge for cause or transfer to another public jurisdiction, or is laid off or dismissed, is eligible to be compensated accordingly for all their accumulated sick time, ATO hours, and vacation time, including pro-rata pay due for the current year as listed below:

1. Sick Time days (up to 150) x 24 hours x 50 hour rate*
2. ATO Hours hours x regular overtime rate
3. Vacation Time days x 24 hours x 50 hour rate

* An employee who has completed one (1) year of continuous full-time service with the Department may convert accumulated and unused sick leave to cash at a rate not to exceed ten (10) days of sick leave per completed year of full-time service. For example, an employee who separates from service after ten (10) completed years of service may convert up to a maximum of one hundred (100) days of sick leave. Any employee who opted for Step VI pay and then separates from service for reasons other than discharge for cause or transfer, where such employee does not retire (service or disability retirement) shall have the proportionate amount of sick leave paid under Step VI deducted from his sick leave balance or one hundred fifty (150) days, whichever is less, in determining any sick leave to be paid.

Section 4. An employee who is eligible for separation pay in Section 1 may be paid over a period of three (3) years as determined by the City. Prior to the employee leaving the service of the City, the employee and the Director of Finance shall meet to discuss the method of payment/payment plan.

Section 5. Upon the death of an employee, any separation pay will be paid to the said employee's surviving spouse, dependents or estate.

ARTICLE 39 **CONTRACTING OUT**

Section 1. The City hereby agrees to meet and confer with the Union prior to awarding a subcontract for any work which would, in the normal course of City business, be performed by the Union. The extent of the work so subcontracted shall not cause:

1. Lack of work for full-time bargaining unit employees; and
2. Any full-time bargaining unit employees to be laid-off.

ARTICLE 40 **DISCIPLINE**

Section 1. The tenure of every employee subject to the terms of this agreement shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position (including working suspensions), fined, demoted, suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit, but only for just cause. Forms of disciplinary action may include:

1. Letter of instruction and cautioning
2. Written reprimand
3. Suspension without pay
4. Suspension of record (i.e., working suspension)
5. Fines (i.e., forfeiture of accrued leave)
6. Demotion
7. Discharge

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions and have the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Dishonesty, drunkenness, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, substance abuse, or any conduct unbecoming a public employee, incompetency, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 3. Whenever the Employer determines that a non-probationary employee may be suspended, reduced in pay or rank, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within twenty-four (24) hours, between management and the employee.

The employee may be accompanied by a Union representative during the predisciplinary meeting. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 4. Appealable disciplinary actions (i.e., involving loss of pay or reduction in rank) must be filed at Step 3 of the grievance procedure within ten (10) calendar days from receipt of the

notice of discipline by the employee. Disciplinary action not involving a loss in pay, excluding working suspensions, may be appealed through the grievance procedure, but is not subject to the arbitration procedure.

Section 5. Any employee under indictment or arrested for a felony may be placed on leave of absence with or without pay until resolution of the court proceedings. However, if an employee is placed on leave of absence without pay because of the indictment or arrest, and the employee is found not guilty or otherwise exonerated of the charges relating to the indictment or arrest, the City shall make the employee whole for lost wages and benefits. An employee may elect to utilize available paid leave (i.e., vacation, compensatory time) if placed on leave of absence without pay. An employee found guilty by a trial court may be discharged.

Notwithstanding the above, if disciplinary action was held in abeyance, the Employer may proceed with discipline.

ARTICLE 41 **STEP VI PAY**

Section 1. (Non-ATO) An employee, upon completion of a minimum of twenty (20) years of full-time service with the City of Sheffield Lake, including prior active military service with a branch of the United States Armed Forces, and with at least three thousand six hundred (3,600) hours of accrued and unused sick leave, may notify the City at any time of his intent to receive Step VI pay. Step VI pay shall commence on the first (1st) day of the month following the date that said employee has indicated his intent to receive Step VI pay, and shall continue for the next thirty-six (36) consecutive months. In the event an employee has made a request to stop Step VI pay, then upon re-implementation of Step VI pay, said employee shall receive only those months of Step VI pay that had not been previously received.

Section 2. (ATO) Annual Step VI pay shall be paid out as follows if you decide to take advantage of the ATO payment as listed in Article 10, Section 5, in twenty-six (26) equal payments with all appropriate local, state, and federal taxes taken out. It shall be listed on your bi-weekly paycheck as a separate payment, and it shall not be counted toward your pension or have a pensionable amount deducted.

Fire Fighter/Paramedic – \$17,325.00

Lieutenant/Paramedic – \$19,057.75

Section 3. (Non-ATO) Notwithstanding the foregoing, an employee eligible for Step VI payment hereunder who has not elected to work a fifty-six (56) work week pursuant to Article 10, Section 5, may elect to have Step VI pay for thirty-six (36) consecutive months calculated as follows:

An amount equal to one hundred fifty (150) days of pay at the employee's fifty (50) hour pay rate determined on the date of election to receive Step VI pay (said Step VI payments shall not, however, be pensionable). Said amount shall be added to base pay and paid over thirty-six (36) consecutive months. Should an

employee elect to have Step VI pay determined hereunder, he will not be eligible to elect to work a fifty-six (56) work week pursuant to Article 10, Section 5.

Section 4. (Non-ATO and ATO) The one hundred fifty (150) days (three thousand six hundred [3,600] hours) shall be “frozen” or “banked” (Step VI bank) and shall not be available for use by the participating employee. Upon implementation of Step VI pay, leave shall be deducted from the participating employee’s Step VI Bank at a rate of 46.154 hours per pay period. An employee who elects to terminate Step VI pay prior to the completion of thirty-six (36) months may request release of the Step VI Bank, and by so doing, shall have the paid leave hours remaining in the Step VI Bank restored to his accrual and thereby available for use. Any employee seeking to re-implement Step VI pay must have sufficient paid leave available to transfer to a Step VI Bank to cover the remaining months of Step VI pay (i.e., pay periods remaining times 46.154 hours). An employee who receives Step VI pay is entitled to sick leave conversion upon retirement/separation only for such time, if any, not converted under Step VI (i.e., one hundred fifty [150] days minus days converted under Step VI).

ARTICLE 42

CALCULATION OF RATES

Section 1. Calculations for rates of pay will be made as follows:

1. All calculations will be extended to the fourth (4th) place past the decimal. The fifth (5th) digit being a zero (0) through four (4) will leave the fourth (4th) digit unchanged. The fifth (5th) digit being a five (5) through nine (9) will have the fourth (4th) digit rounded up by one (1) number.
2. Calculation for the fifty-six (56), fifty (50), and forty (40) hour rates and biweekly pay will be done by taking the step rate of pay, including paramedic pay if applicable, and adding any longevity due the employee, and dividing by two thousand nine hundred twelve (2,912), two thousand six hundred (2,600), two thousand eighty (2,080), and twenty-six (26), respectively.
3. Overtime calculations will be made by multiplying the forty (40) hour rate by one and one-half (1 1/2), two (2), or three (3) as defined in this Agreement.
4. Holiday pay will be calculated by multiplying the fifty (50) hour rate by twenty-four (24) hours.
5. Acting Lieutenant's pay will be calculated by multiplying the difference in the Acting Lieutenant's fifty (50) hour rate of pay and the fifty (50) hour rate of pay of the highest paid Lieutenant by the number of hours worked.

ARTICLE 43

LIVING QUARTERS

Section 1. The City will continue to provide, to the extent practicable and within its management discretion, space for those items necessary to maintain a reasonable standard for duty living conditions. Bargaining unit members shall be responsible for the daily maintenance

and upkeep of their living quarters and fire house. Bargaining unit members shall maintain a neat and orderly living quarters environment.

Section 2. Living quarter space afforded by the City may allow for but not be limited to the following privileges to be supplied by the bargaining unit members:

1. Food locker
2. Closet
3. Television, including cable TV with cable boxes and including VCR/DVD/Blue-Ray (consistent with latest technology/camcorder/fax)
4. Furniture
5. Dishwasher
6. Grill
7. Lounge chairs
8. Refrigerator
9. Coffee maker
10. Cooking utensils
11. Toaster oven/toaster
12. Weight equipment
13. Wireless internet (paid by Union)

ARTICLE 44 DURATION

Section 1. The duration of this Agreement shall be from January 1, 2011, through and including December 31, 2013, except that commencement dates may be otherwise delineated within specific articles/provisions of this agreement or within the Memorandum of Understanding (Duration), appended to this agreement.

Should either party desire to amend or terminate or otherwise change this Agreement upon its expiration, that party shall notify the other in writing at least six (6) months (June 30, 2013) prior to the expiration date of this contract. In the absence of such notice, this contract shall automatically be renewed for one (1) year, and from year to year thereafter in like manner unless the above set forth six (6) month notice is given in any year during which this contract is extended.

Within five (5) days of the receipt of the aforesaid notification of desire to alter, amend, terminate or otherwise change this Agreement upon its expiration by either party, a conference shall be scheduled between the City and the Union for the purpose of negotiating such alteration, amendment, termination or change.

Section 2. Notwithstanding the above, either party may request to reopen negotiations for purposes of wages and health care for 2013 by submitting a written notice to the other party between October 1, 2012, and October 31, 2012.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, with full authority to do so and with full authorization from and on behalf of the City of Sheffield Lake, Ohio, and on behalf of the Sheffield Lake Professional Fire

Fighters Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC, with full and complete authorization from Sheffield Lake Professional Fire Fighters Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC, the duly authorized bargaining representative of the City of Sheffield Lake's Fire Department.

City of Sheffield Lake:

**Sheffield Lake Professional Fire Fighters,
Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC:**

APPENDIX A

I, _____, hereby make written application to work a work week averaging fifty-six (56) hours per week. This application shall be for a one year period beginning January 1, 20____, through December 31, 20____. This application may be utilized only three (3) times during my career. Once filed, this application shall be irreversible for the duration of the year in which it is filed. I now have at least twenty (20) completed years invested in the Police and Fireman's Disability and Pension Fund (PFDPF). I further agree that by filing this application, I waive all rights to "Earned Time Off" (ATO) (ETO) as prescribed in Article 10, Section 5, Work Week.

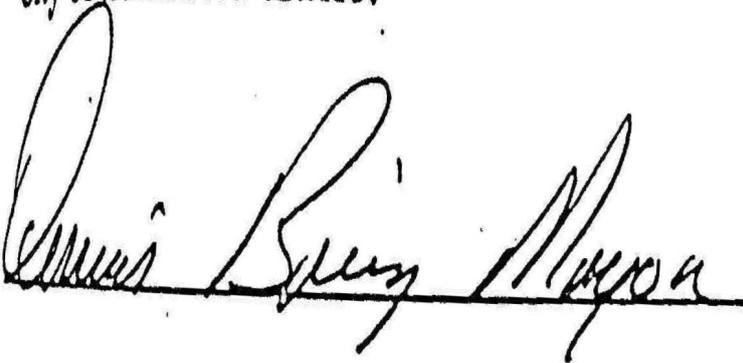
Signature

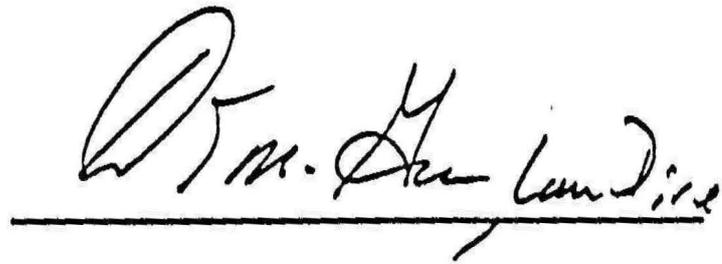
MEMORANDUM OF UNDERSTANDING (DURATION)

Notwithstanding the effective date of January 1, 2011, set forth within Article 44, Duration, Section 1, the parties agree that the modifications to the 2011-2013 collective bargaining agreement shall commence with the date of the issuance of the conciliator's award unless the effective date of the modification is otherwise specified by the conciliator or otherwise delineated within a specific article/provisions.

Fighters Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC, with full and complete authorization from Sheffield Lake Professional Fire Fighters Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC the duly authorized bargaining representative of the City of Sheffield Lake's Fire Department.

City of Sheffield Lake:





Sheffield Lake Professional Fire Fighters,
Local 2355, I.A.F.F., O.A.P.F.F., AFL-CIO-CLC:

