



*Collective Bargaining Agreement between the City of Wadsworth and IAFF Local 4136*

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**AGREEMENT BETWEEN**

**CITY OF WADSWORTH**

**AND**

**IAFF, LOCAL 4136**

**EFFECTIVE**

**JANUARY 1, 2012**

**THROUGH**

**DECEMBER 31, 2013**

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**ARTICLE 1**  
**PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Wadsworth, hereinafter referred to as the “City” and the International Association of Firefighters, Local #4136, Incorporated, hereinafter referred to as the “Union”. It is the purpose of this Agreement to establish and maintain a harmonious labor-management relationship while providing the highest quality of service to the public.

1.02 Exclusion of Civil Service laws and rules. It is agreed and understood by the parties that no provisions, except as specifically included, of civil service law, Ohio Revised Code sections 124.01 through 124.56 and the rules of the Wadsworth Civil Service Commission shall apply to members of the bargaining unit.

**ARTICLE 2**  
**RECOGNITION**

2.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and all other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed in the City of Wadsworth Fire Department occupying the position of Firefighter/Paramedic, Paramedic excluding all other employees of the City including, but not limited to, the Fire Chief, Assistant Chief, if there is no Assistant Chief one ranking officer designated by the Safety Director, all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

**ARTICLE 3**  
**GENDER AND HEADINGS**

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

3.02 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section or affect any interpretation of any article or section.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

4.01 General Rights and Responsibilities Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, discharge, transfer, suspend and discipline employees for just cause;
2. determine the number of persons required to be employed, laid off or discharged for just cause;
3. determine the qualifications of employees covered by this Agreement;
4. determine the starting and quitting time and the number of hours to be worked by its employees;
5. make any and all reasonable rules and regulations;
6. determine the work assignments of its employees;
7. determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
8. determine the type of equipment used and the sequence of work processes;
9. determine the making of technological alterations by revising either process or equipment, or both;
10. determine work standards and the quality and quantity of work to be produced;
11. select and locate buildings and other facilities;
12. establish, expand, transfer and/or consolidate work processes and facilities;
13. consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work;
14. terminate or eliminate all or any part of its work or facilities.

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

## **ARTICLE 5**

### **UNION DUES DEDUCTION**

5.01 Dues The City agrees to withhold the monthly union dues of any union member from the available wages earned by such Union member each month and to transmit the same to the Union as soon as practicable, but no later than two (2) weeks following the pay in which the dues were withheld, upon presentation of an "AUTHORIZATION FOR PAYROLL DEDUCTION" individually and voluntarily completed by such Union member. This authorization shall terminate only after an employee notifies the City and the Union, in writing, to cancel deduction of Union dues from his paycheck, or upon separation from a position in the bargaining unit.

5.02 Fair Share Any person who objects to paying the monthly dues shall pay his/her fair share as provided in Revised Code Section 4117.09(C).

5.03 Indemnity of City The Union agrees to hold the City harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination or collection of service fees or dues, to indemnify the City for any liability imposed on it as a result of any such suit, claim or administrative proceeding, and to reimburse the City for any and all

expenses incurred by the City in defending any such suit, claim or administrative proceeding, including attorney fees and court costs. For purposes of this Section, the term "City" includes the City of Wadsworth and its various officers and officials, whether elected or appointed.

5.04 Deposit of Dues The City agrees to direct deposit of all union dues withheld from bargaining member paychecks into the bank account of Local 4136. Bank account information will be kept updated with the City's Finance Office through the Local's Vice President/Treasurer.

## **ARTICLE 6** **NO STRIKE**

6.01 No Strike Neither the Union nor any member of the bargaining unit shall directly or indirectly call, sanction, encourage, finance, participate in, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the City during the term of this Agreement. A breach of this Section may be grounds for discipline up to and including termination.

6.02 Cooperation by Union The Union shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of the "no-strike" clause.

In the event of a violation of the "no-strike" clause, the Union shall promptly notify all employees in a reasonable manner that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the City is in violation of this Agreement, unlawful and not sanctioned or approved of by the Union. The Union shall advise the employees to return to work immediately.

6.03 No lock-out. During the term of this Agreement, the City shall not lock-out its employees.

## **ARTICLE 7** **RESIDENCY REQUIREMENT**

7.01 Residency Area All employees shall reside within a seventy-five (75) mile radius from City Hall.

## **ARTICLE 8** **LABOR-MANAGEMENT COMMITTEE**

8.01 Composition, Meetings A Labor-Management Committee shall be created comprised of not more than three (3) Union members and not more than three (3) City representatives who shall meet upon the request of either party as the need requires. Such Committee shall discuss problems of mutual concern, but shall not discuss contract negotiations or issues subject to the

Grievance Procedure without the mutual agreement of both the City and the Union. Agendas shall be submitted by each party seven calendar (7) days prior to the meeting.

8.02 Contract Bargaining Team A contract bargaining team shall be comprised of not more than three (3) union representatives and not more than three (3) City representatives who shall meet at times mutually agreeable to each party to discuss the terms of the collective bargaining agreement consistent with the timelines of the parties' duty to collectively bargain under Chapter 4117 of the O.R.C.

8.03 Pay for Meetings Employees, not to exceed two (2), representing the Union shall be paid at their established straight time rate for time spent during their regularly scheduled working hours at any meetings held with the City for the negotiation of Labor Management Committee issues and the Collective Bargaining Agreements. Where possible, the parties agree to schedule such meetings in a manner as to minimize the number of on-duty representatives present. A union member shall not receive overtime compensation for such meetings. An employee who is on shift during such meetings shall still be required to respond to emergency calls.

## **ARTICLE 9**

### **UNION REPRESENTATION/EMPLOYEE RIGHTS**

9.01 Union President For the purposes of this agreement, the Union President or his designated representative may perform the normal duties of a steward in presenting any grievance according to the grievance procedure of this Agreement.

9.02 Union Representatives 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 Safety Director or his designated representative.

9.03 Representation of and Notice to Employee An employee has the right to the presence and advice of a local union representative at all disciplinary interrogations where the employee is the subject of the investigation. An employee will be informed of any investigation of himself prior to any questioning. If the employee being questioned is, at that time, a witness and not under investigation, he shall be so advised.

Employees, not to exceed two (2), the grievant and the steward representing a Union, shall be paid at their established straight time rates for time spent during regularly scheduled working hours held with the City pursuant Steps 1 through 4 identified in Article 24, Grievance Procedure.

9.04 Bulletin Boards The City shall furnish the Union with designated bulletin board space, located at the two fire stations, which shall be used for the following notices: 1) Recreational and social affairs of the Union; 2) Union meetings; 3) Union elections; 4) Reports of Union committees; and 5) Rulings of Policies of the Union.

Materials posted on bulletin boards may not contain anything pertaining to partisan politics, controversial items or items negatively reflecting upon the Employer, any of its employees or any labor organization among its employees. Any violation of this Section by the Union shall entitle the Employer to immediately cancel the provisions of this section and use of the bulletin board by the Union.

9.05 Union Leave One employee elected or appointed to represent the Union shall be granted one (1) shift without pay, each calendar year to attend conventions, seminars, or conferences.

9.06 Union Meetings The Union may request of the Chief or his designee permission to conduct Union meetings on City property (Station #1 only) provided the meetings shall be scheduled and conducted so as not to interfere with the effective operation of the Department. The Chief or his designee shall grant the Union's request for a meeting at least once a month. The request for meetings must be submitted in writing at least seven (7) days in advance. Meetings on City property (station #1 only) shall not last longer than two (2) hours. Any employees on duty may be released to attend the Union meeting and shall remain available to any calls for service.

## **ARTICLE 10** **SICK LEAVE**

10.01 Allowable Use: An employee may request sick leave for scheduled absences with the understanding that such requests may be denied by the Chief or his designee. An employee may use accrued, but unused sick leave for the following purposes: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

Sick leave usage may include reasonable travel time to and/or from a local health care provider.

10.02 Immediate Family Defined: When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, step-children, biological mother, and biological father.

10.03 Rate of Accrual: All Firefighter/Paramedic employees shall accrue sick leave at the rate of 6.0 hours per full pay period worked (104 hours) and may accumulate such sick days without limit. A Paramedic employee shall accrue sick leave at a rate of 4.6 hours per full pay period worked (80 hours per pay period). An employee will not accumulate sick leave when on an unpaid leave.

10.04 Notification: An employee who is to be absent on sick leave shall notify the Fire Chief or his designee of such absence and the reason therefore at least one (1) hour before the start of his work shift.

10.05 Minimum Usage: Sick leave shall be used in segments as small as one (1) minute.

10.06 Charge of Sick Leave: Before an absence may be charged against accumulated sick leave, the Department Head or Chief may require such proof of illness, injury or death. An employee absent for two (2) consecutive shifts shall supply a statement from a licensed physician or designee to be eligible for paid sick leave. Sick leave excuse requirements shall be the same for illness or injury in the immediate family as employee illness or injury.

If the employee fails to submit adequate proof of illness, injury or death upon request, such leave may be considered an unauthorized leave and shall be without pay and may be subject to corrective action.

10.07 Misuse of Sick Leave: Any determined abuse or misuse of sick leave or the patterned abuse of sick leave shall be considered just cause for corrective action.

10.08 Required Medical Examination: If there is a doubt or concern about an employee's ability to perform the essential functions of his/her position, the Chief or his designee may require an employee who has been absent due to personal illness or injury for two (2) shifts to be examined by a physician designated by the Chief or his designee and paid by the City. The purpose of the examination is to establish that the employee is able to perform his/her normal duties and to return to work.

10.09 Occurrences An occurrence is any consecutive period of time for which an employee is absent from work for an allowable use of sick leave which is not supported by medical documentation.

For each six (6) month period in each calendar year, consistent with Section 10.13, if an employee reaches two (2) sick leave occurrences, the immediate supervisor and the Human Resources Manager shall have a conference with the employee. The purpose of the conference will be to determine if there is a justifiable reason for the level of occurrences. If no justifiable reason is determined, a discussion will take place with respect to the sick leave policy. If a justifiable reason is determined for the sick leave, a written notice shall be placed in the employee's file eliminating the sick leave occurrence or occurrences.

Should an employee reach three (3) occurrences in a six (6) month period in a calendar year, the employee may be subject to the provisions of the corrective action policy. Subsequent occurrences in the same six (6) month period shall also subject the employee to progressive corrective action.

10.10 Transitional Work:

The City may require an employee to perform transitional work in situations whereby an employee has been deemed capable of returning to work, but with medical restrictions (e.g., lifting, standing, pulling/pushing). The City will attempt to find work within the employee's regularly assigned department that complies with the medical restrictions. If such work is not available, the employee may be assigned to work in another City department where work can be performed in accordance with the identified medical restrictions.

10.11 Sick Leave Retirement Payout: Upon retirement, a full-time employee hired prior to January 1, 2012, who is immediately eligible for retirement benefits under the Police and Fire Pension Fund or the Ohio Public Employee Retirement System, shall be entitled to receive a payment equal to his/her hourly rate of pay at the time of retirement for the total number of accumulated, but unused sick hours earned by the employee up to a maximum of twelve hundred and eighty (1280) hours.

Upon retirement, a full-time employee hired after January 1, 2012 who is eligible for retirement benefits under the Ohio Police & Fire Fund shall be entitled to receive a payment equal to his/her hourly rate of pay at the time of retirement for the total number of accumulated, but unused sick hours earned by the employee up to a maximum of seven hundred and twenty (720) hours.

Upon retirement, a full-time employee hired after January 1, 2012 who is eligible for retirement benefits under the Ohio Public Employees Retirement System shall be entitled to receive a payment equal to his/her hourly rate of pay at the time of retirement for the total number of accumulated, but unused sick hours earned by the employee up to a maximum of three hundred (300) hours.

Any separation payment eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

In any event, a sick leave payment upon separation shall only be paid once to an employee, even if he is subsequently employed by the City following retirement.

Section 10.12 Death An employee with ten (10) or more years of service (including full-time and part-time service) with the state, any political subdivision or any combination thereof, upon death shall be paid his/her accrued but unused sick leave. Such a payment shall be paid to the employee's beneficiaries as designated for his/her City life insurance benefit. If no beneficiaries have been designated by the employee in the City's life insurance benefit, an employee's accrued, but unused sick leave shall be provided to the employee's estate. Such a payout will still be subject to the maximum payment provisions as identified in Section 10.11 with a retirement from employment.

10.13 Attendance Bonus Employees are eligible to receive an attendance bonus for each six (6) month period from January through June and July through December each calendar year if they use zero (0) hours of sick leave during the said periods. The attendance bonus shall be paid as follows in the month following each six month period.

In the first calendar year,	\$250 for each six (6) month period
In the second calendar year,	\$350 for each six (6) month period

The use of sick leave for the purpose of bereavement leave or paid sick leave due to an approved Workers' Compensation claim shall not cause an employee to be ineligible for the attendance bonus.

**ARTICLE 11**  
**BEREAVEMENT LEAVE**

11.01 Firefighter/Paramedics shall be entitled to one (1) shift (24 hours), and the Paramedic three (3) shifts, paid funeral leave for the purpose of attending the funeral, whenever a death occurs in their immediate family. When the use of sick leave is due to a death in the immediate family, immediate family shall be defined as the employee's spouse, mother, father, brother, sister, children, parents-in-law, stepchildren, grandparents, grandchildren, brother-in-law, sister-in-law, grandparents-in-law, step-mother, and step-father. Any paid time off due to a death in the employee's immediate family shall be deducted from the employee's accrued, but unused sick leave balance.

**ARTICLE 12**  
**INSURANCES**

12.01 Medical Insurance The City shall provide health insurance coverage for all full-time employees and eligible spouses and dependents. Such coverage shall consist of a comprehensive major medical plan including medical, prescription and dental coverage. The City may provide a discount vision plan for all full-time employees and eligible spouses and dependents. The City shall maintain the right to change insurance companies, as long as the benefit levels are the same or similar to the benefit levels in place at the inception of this contract.

12.02 Employee Contributions

Employee contributions shall be paid each pay period.

In 2012, employees shall contribute \$30 for single coverage and \$60 for family coverage.

Beginning in 2013, employees shall contribute twelve percent (12%) of the total cost of the health insurance.

If the City is self-insured, the bi-weekly employee contribution rate shall be calculated as:

- Twelve percent (12%) of the annual COBRA rate (applicable family or single plan) divided by twenty-six (26).

If the City is fully-insured, the bi-weekly employee contribution rate will be calculated as:

- Twelve percent (12%) of the annual premium (applicable family or single plan) divided by twenty-six (26).

If self-insured, the City will forward any changes to the COBRA rate to the union upon receipt.

Bargaining unit employees shall receive the same health care coverage as other City general fund, non-bargaining unit employees.

12.03 Family/Dual Coverage In those cases where both spouses are employed by the City, only one will be eligible for health care coverage, which shall be family coverage.

12.04 Prescription Drugs Employees shall have co-pays for prescription medications. Employee co-pays shall match the prescription co-pays of other non-bargaining City employees. Any increase/decrease in prescription co-pays shall not be implemented unless done so to all other non-bargaining City employees.

12.05 Life Insurance The Employer shall provide life insurance coverage and accidental death and dismemberment coverage in the amount of fifty thousand dollars (\$50,000.00).

**ARTICLE 13**  
**WAGES**

13.01 Wage Rates The wage rates are attached hereto as Appendix A and Appendix B.

13.02 Longevity Employees hired prior to January 1, 2012, shall receive, in addition to their regular compensation, longevity pay at the rate of four dollars and fifty cents (\$4.50) per month, for every full month worked, calculated to the month when they receive the longevity pay, which shall be the first regular pay in December each year.

Employees hired after January 1, 2012 shall not be eligible for longevity.

13.03 Holiday Pay Employees who actually work on Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Christmas Day shall be paid one and one half times (1½) their regular rate of pay.

If an employee is held over beyond his scheduled end of shift onto a holiday for any reason other than a single call for service in which the duration is equal to or less than one (1) hour past the scheduled end of shift, then the employee shall be paid two (2) times his regular rate of pay.

For the purposes of this article, a holiday shall be defined as beginning at 0730 hours on the calendar day of the holiday through 0730 hours the next calendar day and shall affect all employees whose shift falls within the defined period.

**ARTICLE 14**  
**UNIFORM ALLOWANCE**

14.01 Annual Uniform Allowance New employees shall receive a pro-rata portion of the uniform allowance equal to one-twelfth (1/12) of the annual payment for each full calendar month the employee will work prior to the annual payment. In no case shall the minimum uniform allowance for new employees be less than two hundred dollars (\$200.00).

Each employee shall receive an annual uniform allowance of seven hundred and sixty-seven dollars (\$767.00), payable on or about March 1st of each year by separate check.

An employee who terminates employment during the year shall repay a pro-rata portion equal to one-twelfth (1/12) of the annual uniform allowance payment for each full calendar month the employee did not work since the preceding payment. Such a repayment shall be deducted from the employee's final check paid by the City.

**ARTICLE 15**  
**PAID TIME OFF**

15.01 Purpose Full-time employees in the bargaining unit will be eligible to earn paid time off.

15.02 Scheduling Paid Time Off Each December, each employee may schedule all paid time off in one (1) shift increments. All scheduling is subject to the schedule established by the Chief and approval by the Chief. Unless approved by the Chief or his designee, compensatory time off may not be scheduled if such leave would cause overtime by another full-time employee. Paid time off shall be approved by the Chief or his designee so the Department will be adequately served. Paid time off shall be arranged, as far as possible, so that employees having seniority in terms of continuous service shall be given preference as to the scheduling of their paid time off.

15.03 Minimum Usage Paid time off (PTO) shall be used in four (4) hour segments for Firefighter/Paramedics. The Paramedic shall use paid time off (PTO) in ten (10) hour segments.

15.04 Paid Time Off Accrual The paid time off (PTO) schedule recognizes that full-time Firefighter/Paramedics are regularly scheduled, on a 24/48-hour schedule. The full-time Paramedic position is regularly scheduled a work week of (40) hours.

Firefighter/Paramedics shall accrue paid time off (PTO) per the chart below.

**Firefighter/Paramedic**

Length of Service	Rate of Accrual per Regular Hour Worked	Yearly Accrual
Hire date to less than five (5) years	.115385 Hours	312 Hours
Five (5) or more years and less than ten (10) years	.133136 Hours	360 Hours
Ten (10) or more years and less than fifteen (15) years	.150888 Hours	408 Hours
Fifteen (15) years and less than twenty (20) years	.159763 Hours	432 hours
Twenty (20) or more years	.168639 Hours	456 Hours

The Paramedic shall accrue paid time off (PTO) per the chart below.

**Paramedic**

<b>Length of Service</b>	<b>Rate of Accrual per Regular Hour Worked</b>	<b>Yearly Accrual</b>
Ten (10) or more years and less than fifteen (15) years	.125000 Hours	260 Hours
Fifteen (15) or more years and less than twenty (20) years	.134615 Hours	280 Hours
Twenty (20) or more years	.144231 Hours	300 Hours

Paid Time Off shall not accrue during any period of unpaid leave.

In the event that during the course of a calendar year, an employee completes the requisite number of years of service to move to the next level of paid time off, such employee will be granted the additional paid time off consistent with their completed years of service on the pay period that includes the anniversary date of employment.

15.05 New Employees All newly-hired probationary employees shall accrue PTO according to the schedule in Section 15.04. However, probationary employees shall not be eligible to begin using PTO until he/she has completed the first six (6) months of employment.

15.06 Paid Time Off Accrual Limits An employee may accumulate PTO, but shall not exceed a balance that is two (2) times his annual rate of accrual. Beginning January 1, 2009, and each year thereafter, an employee may not use more than his annual vacation accrual from the period of January 1st through December 31<sup>st</sup>.

In the event that an employee is denied the use of requested PTO in one calendar year and is therefore not able to use his full compliment of an annual year's accrual, he shall be able to use an equivalent amount the following calendar year in addition to his/her regular annual accrual.

15.07 Conversion at Retirement or Separation Employees who retire or separate shall have converted to gross pay the unused balance of their paid time off. The conversion rate shall be the employee's base rate of pay at the time of separation.

**ARTICLE 16**  
**HOURS OF DUTY, OVERTIME, SHIFT EXCHANGE**

16.01 Hours of Duty Firefighter/Paramedics shall work a normal average work-week of fifty-two (52) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. Employees shall be provided with "Kelly Days", which must be scheduled in a manner

to reduce the hours worked to a level below the FLSA standard. Normally, the number of Kelly Days an employee will receive each calendar year will be eight (8). Employees shall be permitted to select their Kelly Days by order of seniority on January 1 of each calendar year.

16.02 Overtime Compensation Employees will earn overtime for all hours actually worked in excess of 212 hours worked in a 28-day work period. All overtime shall be paid at the rate of one and one-half times (1.5x) the employee's base rate of pay. All overtime payments will be made in the pay period immediately following the completion of the work period.

Employees shall be paid at their respective overtime rate, regardless of the number of hours worked, for those hours an employee is held over from his normal scheduled shift, for training required by the Chief or those hours for emergency call-back.

The Paramedic when performing overtime work will be entitled to receive pay at the rate of one and one half (1-1/2) times the regularly hourly rate or compensatory time at the same rate, at the employee's discretion, for all hours in a paid status in excess of forty (40) hours in any week.

16.03 Overtime List January 1<sup>st</sup> of every year, an overtime list will be established to keep track of all overtime accrued in the upcoming year. Overtime hours worked to be recorded on the overtime list shall include station-fill shifts, special details, instructing and training details. The overtime list will consist only of collective bargaining unit members. Each year, the list will be established in order of City seniority with all members starting at a zero balance. Priority of overtime shifts will be given to the member with the least amount of hours accrued for the year at the time of the overtime shift in question.

16.04 Use of the Overtime List

A) Open Shifts with Less than twelve (12) hours Notice

For all open shifts with less than twelve (12) hours notice, the overtime list shall be used for first consideration to fill the shift, as outlined in Appendix C. If that process fails to fill the shift, then part-time staff may be given consideration to fill the shift.

In the event the overtime list is not able to fill a shift, then the Chief can fill the shift in question as he deems necessary as to have adequate staffing to run calls. This may include, but is not limited to mandatory overtime or holdovers to be used as a last resort.

B) Open Shifts with More than twelve (12) Hours Notice

Open shifts with greater than twelve (12) hours of notice may be paged out an unlimited number of times. For each open shift that is paged out, a list will be established to record the interest of available personnel. Collective bargaining members are permitted to be included on the list of employees who desire to fill the open shift.

If the list only contains the names of bargaining unit members who are interested in filling the shift, the open shift may continue to be paged out up to twelve (12) hours prior to the open shift in an effort to secure a part-time employee to perform the work at a non-overtime rate.

In the event that the list only contains the names of part-time and full-time employees who would be placed into an overtime status by working the shift, the priority of the overtime shall be given to the bargaining unit member(s) on that list.

In the event the overtime list is not able to fill a shift, then the Chief can fill the shift in question as he deems necessary as to have adequate staffing to run calls. This may include, but is not limited to mandatory overtime or holdovers to be used as a last resort.

16.05 Compensatory Time Employees may choose to receive compensatory time for overtime worked at the rate of 1.5 hours comp time for each overtime hour worked. Employees may accumulate comp time to a maximum of ninety-six (96) hours total each calendar year and may request the use of compensatory time pursuant to the same guidelines as established in Section 15.02, scheduling paid time off.

16.06 Compensatory Time Minimum Usage Compensatory time shall be used in minimum increments of two (2) hours.

16.07 Compensatory Time Limits Once an employee has accumulated ninety-six (96) hours compensatory time in a calendar year, all overtime shall be paid in wages.

Each November, employees with compensatory time balances may choose, in writing to the Appointing Authority, to convert their compensatory time balance to wages, carry over compensatory time to the next calendar year, or a combination.

An employee who chooses payment for all compensatory time, shall be paid for all comp time that has not been used or scheduled by December 1<sup>st</sup>. Any comp time payment will be paid by separate check by December 10<sup>th</sup>.

Any compensatory time carried over shall count toward the ninety-six (96) hour maximum accumulation for the new calendar year. For example, if an employee carries over 36 hours compensatory time, he/she may only accumulate 60 additional hours in the new calendar year.

The compensatory time limit for the full-time Paramedic shall be affixed at the same level as other full-time, non-bargaining unit Fire employees.

16.08 Shift Exchange Employees may, subject to approval, exchange shifts when the change does not interfere with the operation of the Department. Shift exchanges shall be in accordance with departmental rules and regulations, and shall be subject to the approval of the Fire Chief. Shift exchanges shall not create an overtime situation. Shift exchanges must be exchanged within the same twenty-eight (28) day cycle.

Section 16.08 Shift Exchange

Shift exchanges shall only occur provided that at least one (1) firefighter/paramedic from the pool who possesses a current fire inspector certification is scheduled per shift. There are two exceptions to this rule:

1. A shift exchange may leave a shift inspector-less, provided there are no inspections schedule with the approval of the Chief.
2. Members serving as an inspector may exchange shifts with any member after normal business hours provided there are no inspections scheduled with the approval of the Chief.

The parties agree that the goal of this process is not to interfere with the fire inspection services provided to the City and its business and residents. The Fire Chief shall have the final discretion to approve all shift exchanges.

The pool of fire inspectors pursuant to the language above refer to the four (4) Firefighter/Paramedics who possess fire inspection certifications and the two (2) opted-in members who possess fire inspection certifications. The six (6) employees who possess the inspector certification shall maintain the certification and function as an inspector for the duration of the collective bargaining agreement. A new Firefighter/Paramedic shall obtain and maintain the inspector certification as required as a condition of continued employment.

It is understood that the fire inspection responsibility is an assigned task within the Firefighter/Paramedic classification and that some or all of the Firefighter/Paramedics may be expected to possess a fire inspection certification in the future.

**ARTICLE 17**  
**EMERGENCY CALL BACK**

17.01 When an off duty employee is called back to his/her station in response to a fire or other emergency, at times not immediately before or following the employee's work shift, such employee shall be compensated at the appropriate rate of pay for a minimum of one (1) hour. The rate of compensation shall be determined by Article 16, Overtime.

**ARTICLE 18**  
**PROBATIONARY PERIOD**

18.01 Probationary Period The probationary period for all newly-hired employees shall be one (1) year. Newly-hired employees shall have no seniority during their probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

18.02 Removal or Discipline of Probationary Employees The Employer shall have the sole discretion to discipline or discharge probationary employees and any such action shall not be appealable through the Grievance and Arbitration Procedures herein contained, or any Civil Service procedure.

**ARTICLE 19**  
**SENIORITY**

19.01 Seniority Defined Beginning July 11, 2010, there will be two definitions of seniority as follows:

“Classification Seniority” This is defined as the full-time, continuous length of service within the classification held by the employee.

“City Seniority” This is defined as the full-time, continuous length of service with the City since the employee’s last date of hire.

The “classification seniority” for the new members will be “zero” as of July 11, 2010. The “city seniority” for the new members will include all full-time, continuous service with the City including time served as a Firefighter/Paramedic/Inspector prior to inclusion into the bargaining unit and the time served as a new member within the bargaining unit as a Firefighter/Paramedic.

19.02 Termination of Seniority An employee’s seniority and employment shall be terminated when one or more of the following occur:

- a) Resignation;
- b) Discharged for just cause;
- c) Lay-off for a period of time exceeding one (1) year;
- d) Retirement;
- e) Failure to report to work for more than three (3) consecutively scheduled working shifts without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified in writing by the appropriate authority;
- f) Unable to perform his job duties due to illness or injury;
- g) Unable to return to work upon the expiration of any leave;
- h) Refuses to return to work upon being recalled or fails to report to work within seven (7) calendar days from the date the Employer sends the employee a recall notice.

19.03 Seniority Tie-Breaker If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the rank on civil service eligibility list

19.04 Use of Seniority For purposes of this Agreement, any reference to seniority shall be construed to be classification seniority within the City of Wadsworth Fire and EMS Department as a full-time collective bargaining employee with the exception of the city seniority as address in Article 19.01.

19.05 Seniority During Unpaid Leave Seniority will not be lost, but will not accrue during any unpaid leave of absence.

19.06 Seniority List and Objections Two separate seniority lists shall be maintained: classification seniority and city seniority which shall be posted annually. Objections to the seniority list must be filed with the Chief and Human Resources Manager within ten (10) days of posting, otherwise the list will be deemed valid by the parties.

## **ARTICLE 20** **LAY-OFF AND RECALL**

20.01 Employer Determination of Layoff and Notice of Layoff When the Employer determines it is necessary to reduce the size of its workforce, such reduction shall be made in accordance with law except as provided below.

20.02 Order of Layoff Seniority as it pertains to layoffs will be "classification seniority." Therefore, employees within the affected ranks shall be laid off according to their classification seniority with the least senior being laid off first.

20.03 Recall Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for one (1) year from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt requested. An employee who refuses recall or does not report to work within seven (7) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer. The employee is responsible for informing the Employer of any change of address.

Employees scheduled for lay-off shall be given a minimum of fourteen (14) days advance notice of lay-off.

20.04 Appeals of Layoff Appeals of layoffs and/or job abolishment may only be pursued through the Grievance and Arbitration Procedures in this Agreement.

## **ARTICLE 21** **JURY AND COURT DUTY**

21.01 Jury Duty Any employee who is required to serve on a jury shall, while on duty, continue to receive his regular wages during such period provided that the employee submits his compensation for jury duty service to the City. An employee shall not be paid for Jury Duty assignments that occur during any period of time in which the employee is not scheduled to work.

21.02 Court Appearance, On-Duty Any employee required to appear on behalf of the City before a court, judge or coroner shall not lose any regular salary as a result of such appearance. Any witness compensation or fee received by the employee must be submitted to the City.

21.03 Court Appearance, Off-Duty If the appearance is during the employee's off-duty time, the employee shall be paid for time required to be present on behalf of the City at the applicable rate of pay under the emergency call back provision, Article 17. Any witness fees received must be submitted to the City.

## **ARTICLE 22** **PERSONNEL RECORDS**

22.01 Personnel File An employee shall be permitted to review his personal service records and may receive a copy of any item in his file with reasonable notice to the Human Resources Manager. An employee may request an opportunity to review his personnel file, add memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file, along with any Employer representative. A request for copies of items included in the file shall be honored. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final dispositions.

22.02 Anonymous Complaints Anonymous complaints or complaints by citizens which may result in disciplinary action for an employee shall be investigated by the City. A complaint shall not be, in and of itself, the basis for disciplinary action unless after investigation the complaint can be established as valid or corroborated. A copy of any written complaint shall be provided to the employee within a reasonable period of time after a decision is made to investigate the complaint.

## **ARTICLE 23** **CORRECTIVE ACTION**

23.01 Corrective Action A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the corrective action in accordance with the Employer's Corrective Action Procedure.

23.02 Standards for Corrective Action Corrective action taken by the City shall only be for just cause.

23.03 Pre-disciplinary Conference Employees will be entitled to a pre-disciplinary conference conducted by the City prior to being suspended or terminated.

23.04 Appeal of Corrective Action Only corrective action resulting in a level 1 suspension, demotion or discharge of a non-probationary employee may be appealed and processed in accordance with the Grievance Procedure contained herein.

23.05 Progressive Corrective Action Progressive corrective action shall follow the following progression:

1. Oral Reprimand (reduced to writing)
2. Written Reprimand
3. Level 1 Suspension
4. Level 2 Suspension
5. Removal

Suspensions of five (5) shifts or less shall be paid suspensions. Suspensions of more than five (5) shifts may be unpaid non-working suspensions or paid working suspensions at the discretion of the Appointing Authority. Depending upon the seriousness of the offense, corrective action may be imposed at any level of the progression noted above.

An oral or written reprimand will cease to have any force and effect for the purposes of promotion or further stages of corrective action if there has been no other intervening corrective action imposed during the twelve (12) months following the receipt of the reprimand. A level 1 or level 2 suspension will cease to have any force and effect for the purpose of promotion or further corrective action if there has been no other intervening corrective action imposed during the twenty-four (24) months following the receipt of the suspension. In both cases, only the most recent corrective action will cease to have any force and effect.

All prior corrective actions remain in effect until the timeframes for the next level of corrective action have expired (i.e., reprimands at 12 months, suspensions at 24 months). For example, 24 months would have to pass before a Level 1 suspension ceases to have effect following the expiration of a Level 2 suspension.

The retention period noted above, 12 months and 24 months respectively, shall be extended by a period equal to employee absences of more than 14 days, except for periods of approved Paid Time Off (PTO).

## **ARTICLE 24**

### **GRIEVANCE PROCEDURE**

24.01 Procedure A grievance shall be defined as a dispute between the Employer and the Union or an employee or group of employees regarding the interpretation, application or violation of any terms or provisions of this Agreement and the administration of any such grievance shall be governed solely by the following procedure.

**Step 1:** Informal Resolution With Supervisor Employees shall attempt to resolve any controversy, difference or dispute with their immediate supervisor before proceeding with the subsequent steps governing grievance processing.

**Step 2:** Chief Within seven (7) calendar days after it has become known to the employee, or the employee should have known, the employee shall present his grievance to the Chief. The Chief shall have the right to review the grievance with the employee and with the Chairman of the Grievance Committee or said Chairman's designated representative. A copy of the written grievance shall be furnished to the Safety Director. The Chief shall make a written answer to the grievance within seven (7) calendar days after the grievance is received by him, and he shall

furnish a copy of his written answer to the Safety Director. If the employee does not invoke Step 3 within seven (7) calendar days after the written answer, said alleged grievance shall be considered satisfactorily resolved.

**Step 3: Safety Director** If the grievance is not resolved at Step 2, the employee shall have the right to appeal, in writing, within seven (7) calendar days after receipt of the Chief's written answer to the grievance, to the Safety Director, with copies of said grievance furnished to the Chief, Mayor, and the Union. The Safety Director may individually confer with the Chief and the employee, who may be accompanied by the Union's Grievance Committee Chairman or his designated representative, before making a determination in the matter. The decision of the Safety Director shall be in writing and submitted to the employee, Chief, Mayor, and Union within seven (7) calendar days from the conference with the employee, but in no event longer than seven (7) working days from the receipt of appeal to the Safety Director. If the employee does not invoke Step 4 of this procedure within seven (7) calendar days after the required answer of the Safety Director, said alleged grievance shall be considered satisfactorily resolved.

**Step 4: Mayor** The employee may appeal in writing seven (7) calendar days after receipt of the written decision in Step 3 to the Mayor or his designated agent, who shall confer in open meeting with the Chief, Safety Director, Union Grievance Chairman or the designated representative and the employee, within fourteen (14) calendar days from receipt of the written appeal, and will notify the employee, Union, Chief, Safety Director of his decision in writing within five (5) working days from hearing the appeal. If the grievance is still unresolved, the employee may invoke the arbitration procedure herein contained.

24.02 By-Passing a Grievance Step By mutual agreement between the Director of Public Safety and/or the Mayor and the union, a grievance may be advanced to the next highest step or directly to Step 4 of the grievance process (e.g., employee termination grieved directly to Step 4).

24.03 Adherence to Timelines Any grievance which has not been presented under the grievance procedure within the time period for presentation of grievance and any grievance which is not appealed to the next step of the grievance procedure within the applicable time specified herein, shall be considered resolved and shall not be subject to further discussion or appeal. Any refusal or failure of the Employer to comply with the provisions of Steps 1 through 4 gives the employee or the Union the right to proceed directly to arbitration.

## **ARTICLE 25**

### **GRIEVANCE ARBITRATION PROCEDURE**

25.01 Appeal to Arbitration In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within seven (7) calendar days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may appeal the grievance in writing to arbitration.

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

25.03 Rules for Arbitration The hearing(s) shall be conducted pursuant to the Rules of Labor Arbitration of the American Arbitration Association.

25.04 Fees of Arbitrator The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

25.05 Arbitrator's Decision The arbitrator's decision and award will be in writing. The decision of the arbitrator shall be final and binding upon the parties.

25.06 Selection of the Arbitrator The parties agree to discuss, within fourteen (14) calendar days after the appeal to arbitration the selection of an arbitrator. If the parties are unable to mutually agree upon an arbitrator the Union shall, within thirty (30) calendar days after the appeal to arbitrate is submitted, request and pay for a list of arbitrators from either the Federal Mediation and Conciliation Services (FMCS) or the American Arbitration Association (AAA). Failure to timely request a list of arbitrators shall be deemed a waiver of the grievance by the union. The parties agree to select an arbitrator from the list within twenty-one (21) calendar days from the earliest date of receipt of either party of the list. Each party will immediately notify the other party via e-mail and telephone that the list has been received. The panel members names will be stricken alternately (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question. Once an arbitrator has been selected, the City shall make contact with the arbitrator to establish a date at the earliest time that is mutually convenient for the arbitrator, the union and the City.

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

## **ARTICLE 26**

### **TOTAL AGREEMENT**

26.01 Total Agreement This Agreement represents the entire Agreement between the Employer and the Union and supercedes and extinguishes all prior agreements, understandings and practices.

26.02 Legislative Action It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

**ARTICLE 27**  
**OBLIGATION TO NEGOTIATE**

27.01 Obligation to Negotiate The Employer and the Union 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/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

27.02 Entirety of Agreement and Waiver Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this Agreement.

27.03 Modification of Agreement Any provision of this Agreement can be renegotiated during its term upon mutual agreement of the parties and the union shall have the right to grieve and arbitrate such provisions.

**ARTICLE 28**  
**SAVINGS CLAUSE**

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

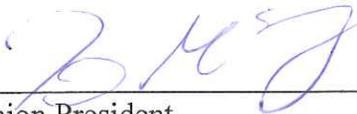
**ARTICLE 29**  
**DURATION**

29.01 Effective and Expiration Dates This Agreement shall become effective January 1, 2012, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight December 31, 2013.

29.02 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 29 day of November, 2011.

**FOR THE UNION:**

I.A.F.F. LOCAL 4136

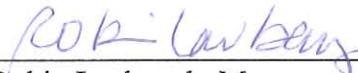
  
 \_\_\_\_\_  
 Union President

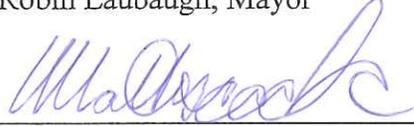
\_\_\_\_\_  
 Union Vice President/Treasurer

  
 \_\_\_\_\_  
 Union Secretary

**FOR THE EMPLOYER:**

City of Wadsworth, Ohio

  
 \_\_\_\_\_  
 Robin Laubaugh, Mayor

  
 \_\_\_\_\_  
 Matt Hiscock, Director of Public Safety

**APPENDIX A  
 ARTICLE 15  
WAGES**

**Firefighter/Paramedic**

The following shall be the rates of pay for a firefighter-paramedic for the period of the Agreement. Current employees shall be placed at the rate which equates their service as a full-time employee with the City.

New employees will be placed at the Entry Step of the scale when they begin full-time employment with the City and progress to successive steps beginning the first full pay period following the completion of the City service time required for each step.

Effective the first pay in January 2012, the pay grade and steps for a full-time firefighter-paramedic shall be increased by one percent (1.00%) and shall be:

2012 Pay Scale with a 1.0% Wage Increase						
	Entry	1 year	2 years	3 years	4 years	5 years
<b>Annual</b>	\$44,682	\$46,702	\$48,722	\$50,742	\$52,762	\$54,782
<b>Hourly</b>	\$16.52	\$17.27	\$18.02	\$18.77	\$19.51	\$20.26
<b>OT</b>	\$24.79	\$25.91	\$27.03	\$28.15	\$29.27	\$30.39

Effective the first pay in January 2013, the pay grade and steps for a full-time firefighter-paramedic shall be increased by two percent (2.00%) and shall be:

2013 Pay Scale with a 2.0% Wage Increase						
	Entry	1 year	2 years	3 years	4 years	5 years
Annual	\$45,878	\$47,878	\$49,878	\$51,878	\$53,878	\$55,878
Hourly	\$16.97	\$17.71	\$18.45	\$19.19	\$19.93	\$20.66
OT	\$25.45	\$26.56	\$27.67	\$28.78	\$29.89	\$31.00

The spread between the steps is two-thousand dollars (\$2,000) less than the next higher step. The annual wage increase is calculated on the highest step. The hourly base rate is calculated by dividing the annual rate by 2704.

**APPENDIX B  
ARTICLE 15  
WAGES**

**Paramedic Position**

The following is an Agreement between the Union, IAFF Local 4136, and the City of Wadsworth establishing the wage for the one (1) full-time bargaining unit position in the classification of paramedic represented by the Union.

It is agreed that one (1) full-time position in the Wadsworth Fire Department is classified as a paramedic and that the remaining full-time positions in the bargaining unit are classified as firefighter/paramedic. The paramedic position will be assigned a work week of forty (40) hours. The work schedule shall be established by the Chief. The rate of pay for the individual employed as of the effective date of this Agreement shall be as follows:

**Paramedic Pay Scale**

Effective	Annual	Reg. Rate	OT Rate	Increase
January 2012	\$51,333	\$24.68	\$37.02	1.00%
January 2013	\$52,360	\$25.17	\$37.76	2.00%

**APPENDIX C**  
**LETTER OF UNDERSTANDING**  
**Overtime List Procedure**

The following procedures are intended to create a uniform system in which the Overtime List shall be used in accordance with the Collective Bargaining Agreement between the City of Wadsworth and IAFF Local 4136.

- Step #1        The Full-time member shall attempt to make contact using the italicized phone number. Proceed in an orderly manner from top to bottom.
- Step #2        The member shall attempt to make contact using the alternate phone number, in provided. Again, proceed in an orderly manner from top to bottom.
- Step #3        The member shall then page the shift to all members on the OT list.
- Step #4        At any time during Step #1 or Step #2 if a member answers they are to be informed of the OT shift(s) in question. That member has the option to take all of the shift or any part of the shift i.e. – day/night). Continue down the list until the entire shift is filled.

If Step #1 and Step #2 are completed and the shift(s) is/are not yet covered then the member shall go on to Step #3. The member will then wait thirty (30) minutes from the time of the page to await response. The shift(s) in question during this time frame will be filled in a “first come – first serve” manner for any/all members responding. If at the end of that thirty (30) minutes there is no response or there is still an OT opening, then the member shall contact the Chief, or his designee, and advise him of the status.