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Agreement
Between

City of Niles and International
Association of Fire Fighters Local
320

January 1, 2012 – December 31, 2014

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ARTICLE 1

PREAMBLE / PURPOSE

Section 1. This Agreement, entered into by the City of Niles, hereinafter referred to as the "Employer", and the International Association of Fire Fighters and Ohio Association of Fire Fighters, Local No. 320, hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2

UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the employees in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the following positions:

- A. Captain
- B. Lieutenant
- C. Fire Fighter

Section 2. The Fire Chief and all other positions not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Notwithstanding the provisions of this Article, management, confidential (professional), fiduciary, or part time employees who work less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 4. If a new position is created within the department, the Employer shall determine whether the new position will be included or excluded from the bargaining unit. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by parties. If the parties do not agree, the parties shall jointly submit a request for determination to the State of Employment Relations Board.

Section 5. All employees covered by this agreement shall become and remain dues-paying members of the Union within sixty (60) days of being hired or as a condition of

- continued employment remit to the Union a Fair Share fee in accord with the provisions of the Ohio Revised Code section 4117.09(C). Nothing in this agreement shall be deemed to require any employee to become a member of the Union

**ARTICLE 3
MANAGEMENT RIGHTS**

Section 1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy that includes but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget;
- D. To determine how technology may be utilized to improve the Employer's operations.
- E. To determine the Employer's organizational structure;
- F. To direct, supervise, evaluate and hire employees;
- G. To maintain and improve the efficiently and effectiveness of the Employer's operation;
- H. To determine the overall methods, process, means or personal by which the Employer's operations are conducted;
- I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees in accordance with applicable Civil Service laws;
- J. To determine the adequacy of the work force;
- K. To determine the overall mission of the Fire Department as a unit of government;
- L. To effectively manage the work force; and
- M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing Agreements shall remain the exclusive function of the Employer.

ARTICLE 4

NO STRIKE / NO LOCKOUT

Section 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any sick call, work stoppage, strike, sympathy strike or slowdown. The Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "The strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the Local.

Section 2. In addition to any other remedies available to the Employer, any employee or employees, either individually or collectively, who violates Section 1 of this Article is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the Grievance Procedure Article.

Section 3. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 4. Nothing in this Article shall be constructed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 5

NON DISCRIMINATION

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, or national origin. The Union shall share equally with the Employer the responsibility for applying this Article of Agreement.

Section 2. All reference to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be constructed to include male and female employees.

Section 3. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may be appealable through the grievance procedure contained in this

- **Agreement.** The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to appeal to either of these agencies.

Section 4. The Employer agrees not to interfere with the rights of the bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Union membership or because of any legal employee activity in any official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

Section 5. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 6

PROBATION PERIODS

Section 1. Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin the first day for which the employee receives compensation from the Employer, and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be terminated any time during the second six months period of his probationary period and shall have no appeal over such removal.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period off (180) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position at any time during his probationary period.

ARTICLE 7

PROMOTION REQUIREMENTS

Section 1. A Fire Fighter must have a minimum of five (5) years of completed service with the Employer before becoming eligible to take a Lieutenant's test.

Section 2. A Lieutenant must have a minimum of ten (10) years of completed service with the Employer, and have a minimum of one (1) year of completed service as a Lieutenant before becoming eligible to take a Captain's test.

Section 3. The City shall provide books of reference as called for per promotional exam for each applicant or for each turn with a set for each station, whichever is the lesser.

- Section 4. Promotional tests shall be graded immediately after testing, and grades shall be posted immediately after grading, if a majority of the employees tested agree to do so. No rights shall be waved.

ARTICLE 8

DISCIPLINARY PROCEDURE

Section 1. No employee shall be reduced in pay, suspended, or discharged except for just cause.

Section 2. A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

B. 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. A. Whenever the Employer or his designee determines that an employee may be suspended, reduced, or terminated, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct.

B. Not less than forty eight (48) hours exclusive of Saturday, Sunday and holidays, prior to scheduled starting time of the conference, the employer shall provide to the employee and Union a written outline of charges which may be the basis for disciplinary action. The employee must choose to either:

(1) Appear at the conference to present an oral or written statement in his / her defense.

(2) Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or

(3) Elect in writing to waive the opportunity to have a pre-disciplinary conference.

C. At the pre-disciplinary conference, the Employer will ask the employee or his / her representative to respond to the allegations of misconduct which were outlined to the employee.

- D. The employee or his representative may present any testimony, witnesses, or documents, which explain whether or not the alleged conduct occurred. The employee and the Employer shall provide a list of witnesses to each other not later than one (1) hour prior to the pre-disciplinary conference.
- E. The employee or his representative will be permitted to confront and cross-examine the witnesses. A written report will be prepared by the Employer concluding as to whether or not the alleged conduct occurred, and deciding what discipline, if any is appropriate. A copy of his report will be provided to the employee within (5) calendar days following the hearing.
- F. The pre-disciplinary conference will be administered by a City Supervisor who will be selected by the Employer, or his designee, from those Supervisors not directly in the chain of command of the employee.
- G. The decision of the administrator may be appealed by filing a grievance procedure within five (5) calendar days of receipt of the decision.

Section 4. Records of disciplinary action shall have force and effect according to the following schedule, provided there have been no intervening disciplinary actions taken during the same time period:

- Written reprimands – 12 months
- Suspension of less than three (3) days – 18 months
- Suspension of three (3) days or longer – 2 years

Section 5. The Employer agrees that all disciplinary procedures shall be carried out in a businesslike manner, and gives the employee the right to review his personal file upon written request within three (3) calendar days, to a maximum of once per calendar quarter.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1. The term “grievance” shall mean all allegations by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 2. Where the alleged grievance is of the nature that it qualifies for appeal under the rules of the State Personal Board of Review or Civil Service Commission, including the Niles Civil Service Commission, such grievance may be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives may meet in effort to resolve the alleged violation prior to the appeal to any of these agencies.

Section 3. All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolutions of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal step: An employee having a complaint shall first bring that complaint verbally, within five (5) calendar days of the incident giving rise to the complaint, to the attention of the Chief. The Chief shall discuss the complaint with the employee and within (3) calendar days of their discussion respond to the employee with an answer.

If the employee is not satisfied with the response given by the Chief, the employee shall within five (5) calendar days reduce the grievance to writing on the form provided by the Employer and submit at Step 1 of the procedure.

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant, with the Union representative if the former desires, must identify the alleged grievance in writing to the Chief within five (5) calendar days of the response given as a result of the informal step. The Chief shall investigate and provide an appropriate answer within five (5) working days following the date on which the Chief was presented the grievance, in writing, to the grievant and the Union.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate Union representative, if the former desires, may refer to the grievance to the Mayor, within five (5) calendar days after receiving the Step 1 reply. The Mayor shall have five (5) calendar days in which to schedule a meeting with the grieved employee and his appropriate Union representative, if the former desires. The Mayor shall investigate and respond to the grievant and / or his appropriate Union representative within ten (10) calendar days following the meeting.

Step 3: Arbitration If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to Arbitration. A request for Arbitration must be submitted within ten (10) calendar days following the date the grievance was offered in Step 2 of the grievance procedure. In the event the grievance is not referred to Arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) calendar days from the date the list of seven (7) arbitrators is received. The parties shall use the alternative strike method from the list of seven (7) arbitrators submitted to the parties from the F.M.C.S. The Union shall be the first to strike a name from the list; the Employer shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option, prior to striking names, to completely reject the list of names provided by the F.M.C.S. and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the federal Mediation Conciliation Service.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and / or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, no add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within purview of the arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any costs involved in obtaining the lists of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witness shall be born, if any, by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 5. All grievances must contain the following information to be considered and must be filed using the grievance form (Appendix C and D) mutually agreed upon by both parties:

- (1) Grieved employee's name and signature.
- (2) Grieved employee's classification.
- (3) Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- (4) Date grievance was filed in writing.
- (5) Date and time grievance occurred.
- (6) A description of the incidence giving rise to the grievance.
- (7) Specific articles and sections of the Agreement violated.
- (8) Desired remedy to resolve the grievance.

Section 6. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievances shall be required to sign the grievance.

Section 7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

Section 8. For purposes of this Article, calendar days shall be defined as Monday through Friday, exclusive of Saturdays, Sunday and holidays.

Section 9. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union.

ARTICLE 10

RULES AND REGULATIONS

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, Policies, and procedures consistent with the Employer's statutory authority to regulate personal conduct of employees, and the conduct of the Employer's services and programs.

Section 2. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement.

Section 3. The City and the Union agree that there shall be "work rules" as outlined in this Agreement. Those "work rules" shall include, but are not limited to the following:

Care and maintenance of the apparatus;

Care and maintenance of building and equipment within the division of fire;

Performance of duties incident to the prevention and extinguishment of fire, rescue and resuscitation work, including EMS, public service calls and other such related duties within the fire service.

Section 4 Within 30 days of the signing of this contract each member shall receive a copy in a 3 ring binder of all rules and regulations typed that apply to said employee. (that part will be eliminated in next contract)

- A. All newly hired employees will be issued on their first day a copy in a 3 ring binder of all rules and regulations of the City of Niles and the Niles Fire department. Every employee shall sign for said set of rules.
- B. All newly issued rules or regulations shall be typed and posted at each station. Each employee shall receive a typed copy of all newly issued rules and regulations and have 3 working days to sign for receipt of said paper.
- C. An electronic copy of all rules and regulations shall be placed on city computers at each fire station (15 E. State St and 1235 Niles-Cortland Rd).

ARTICLE 11

UNION REPRESENTATIVE

Section 1. The City agrees that the accredited representatives of Local 320 or International and State Associations shall have full and free access to the Fire Department premises to conduct necessary Union business.

Section 2. The Union shall provide to the Employer an official roster of its officers which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home phone number
- (4) Immediate supervisor
- (5) Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 3. The Union agrees that except for scheduled meetings of the Local, no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees or normal operations of the department.

ARTICLE 12

DUES DEDUCTION

Section 1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon their becoming a member of Local 320, I.A.F.F.

Section 2. The Employer agrees to deduct regular membership dues and assessments once each pay from any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix A) must be presented to the Employer by the employee. Upon receipt of proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by the employee arising from deductions made by the Employer pursuant to this Article.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon the employee's:

- (1) Termination of employment;
- (2) Transfer to a job other than one covered by the bargaining unit;
- (3) Layoff from work;
- (4) An unpaid leave of absence;
- (5) Written revocation of the check-off authorization; in accordance with the terms of this Agreement.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deductions of Union dues.

Section 6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of errors is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 8. Except as otherwise provided herein, each eligible employee's written authorization for dues and assessments, deductions shall be honored by the Employer for the duration of this Agreement and each succeeding agreement unless otherwise voided by Section 4 of this article.

Section 9. Dues deducted from the Chief's pay shall be only to the extent of the dues deducted from the Union President.

ARTICLE 14

SENIORITY

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer. A termination of employment lasting less than one (1) calendar year shall not constitute a break in continuous service. Once continuous service is broken except for lay-off, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 2. Employees who resign, or are discharged for cause, are absent for two (2) consecutive work days without notifying the City, are laid-off, and fail to report to work within two (2) working days after having been recalled, or do not report to work for their next scheduled turn after the termination of an authorized leave of absence, are separated from service within the City and shall lose all seniority.

Section 3. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 4. Employees laid-off shall retain their seniority for a period of twenty-four (24) months from the date of lay-off.

Section 5. Seniority shall be computed from an employee's date of hire.

Section 6. Seniority shall predicate callbacks for special events, i.e. parades, fireworks, etc.

Section 7. Seniority shall dictate the scheduling of vacations and reduction days as per past practice.

ARTICLE 15

BULLETIN BOARDS

Section 1. The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union. For purpose of identification those agreed upon areas shall be the hallway of the Downtown Station, the living room quarters of the Vienna Avenue Station, and the dining room of the Downtown Station.

Section 2. No Union related posting of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designed for use by the Union.

Section 3. Violation of Section 2 of this Article shall subject the Union to revocation of bulletin boards posting privileges by the Employer.

ARTICLE 16

LIABILITY INSURANCE AND INDEMNITY

Section 1. The Employer shall continue in full force and affect all existing levels of legal and financial protection, including its assumption of liability protection for all bargaining unit members while on duty for the City of Niles, Ohio. This shall include, but is not limited to:

- (1) The operation of motor vehicles owned by the Employer while on duty for the City of Niles, Ohio;
- (2) The operation and use of fire equipment owned by the Employer or employee while on duty for the City of Niles, Ohio;
- (3) Injuries received by a fire fighter in the lawful performance of duty for the City of Niles, Ohio;

Section 2. In the event that such insurance coverage is not available to the City upon the terms and conditions satisfactory to the City, the City shall indemnify an employee for reasonable expenses incurred by him in defending civil legal proceedings provided that any such action is based upon allegation (s) that:

- (1) The Employee was acting in a matter in which the City has an interest,
and
- (2) The Employee was acting in discharge of a duty imposed or authorized by law, and
- (3) The Employee was acting in good faith.

The City shall reimburse or pay a judgment or settlement sum in an action based upon the aforesaid allegations provided that the Council of the City finds and determines that such damages were not the result of employee gross misconduct. The decision of Council may be reviewable under the grievance procedure of this Agreement.

Section 3. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall such failure be considered a breach by the City or the Union of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, union, employee, or beneficiary of any employee. The terms of any contract or policy issued by an insurance carrier shall be controlling in all matters pertaining thereto.

ARTICLE 17

TRAINING SCHOOLS AND FIRE RELATED ACTIVITIES

Section 1. The City shall compensate each member of the bargaining unit who, by the authority of the head of the department or the Director of Public Safety:

- (A) Shall be on leave for the purpose of attending a duly approved fire fighting school or;
- (B) Participates in any function related to the fire service. The City shall pay all expenses for said training courses, seminars, or activities for any member of the bargaining unit approved for attendance.

(C) Fills minimum manning requirements while another employee is either of the aforementioned A or B.

Section 2. A member of the bargaining unit shall not lose any pay or other benefits while attending such training schools during his scheduled shift.

Section 3. When training or fire prevention, activities occur outside the bargaining unit member's shift, the member shall be paid at 1 ½ times his regular rate when such training is mandated. All training other than Federal and State mandated classes shall be at the discretion of the Chief or Safety Director.

Section 4. If and when an Employee is called to work overtime, and at the Employees option, the Employee may receive compensatory time, in lieu of cash payment, at the appropriate overtime rate, for all hours in attendance.

Section 5. With the approval of the Chief, off duty personnel may be called in accordance with Article 14, Seniority, with the sole option of earning compensatory time at the appropriate overtime rate for all parades and related functions. For fireworks and mass gatherings, two personnel may be called out with the option of compensatory time at the overtime rate or a flat sixty-five dollar (\$65.00) fireworks pay per man.

ARTICLE 18

JURY DUTY AND WITNESS PAY

Section 1. An employee who is called for jury service shall be excused from work for the time necessary on the days which he serves and shall receive for each such day of jury service on which he otherwise would have worked, the difference between the payment he receives for jury service and the amount he would have received had he worked on such day.

Section 2. An employee who is subpoenaed, summoned, or otherwise has to appear in court on behalf of the City of Niles or on behalf of IAFF / OAPFF, Local 320, shall be excused from work for the time necessary and shall be paid his regular rate for all time lost from scheduled work less any amount he receives as a witness. No employee shall receive pay under this provision if he testifies as a witness against the City of Niles in a case that the Union is a party. No employee shall receive pay under this provision if he initiates the court action.

Section 3. The employee must submit proof of the amount received by him as a juror or witness.

ARTICLE 19

HOURS OF WORK / WORK PERIOD

Section 1. Three Platoon System: Employees covered by this Agreement shall be divided into three (3) working divisions known as the "Three Platoon System". Each platoon shall be alternately on duty twenty-four (24) hours and off duty forty-eight (48) hours.

Section 2. The work period shall be defined as a nineteen (19) day cycle for all members of the bargaining unit that work the Three Platoon System.

Section 3. During the calendar year beginning with January 1, each employee in the Three Platoon System shall be scheduled off duty without loss of pay for fourteen (14) twenty four (24) hour tours of duty, resulting in a workweek averaging fifty (50) hours for each employee. Such days shall be designated "reduction" (R) days. After an employee has scheduled all fourteen (14) reduction (R) days, he may then designate any one (1) of the fourteen (14) reduction (R) days as a "personal day". Reduction (R) days shall be scheduled according to prevailing scheduling procedures. Notwithstanding the aforementioned senior employees averaging a work week of 56 hours shall be compensated for an additional 12 hours per pay. Such employees shall have no reduction days save the one personal day. Such employees shall file App. G.

Section 4. "Personal Days"

- A. May be scheduled in its entirety, just as any reduction (R) day.
- B. May be scheduled in as little as one half (1/2) hour minimum increments when such utilization does not create an overtime situation.
- C. May be scheduled in four (4) hour minimum increments when such utilization does create overtime.
- D. May be utilized by only one (1) employee at a time once an overtime situation situation is created.
- E. Personal Days may be used in the FLSA periods without penalty.
- F. Personal Days not used by the end of the calendar year will be converted into compensatory time and may be carried over into the next year.

Section 5. Employees shall schedule the reduction days (as outlined in Section 3 above) on the basis of seniority with approval of the Chief. No more than two (2) employees may schedule a reduction day on the same day unless otherwise approved by the Chief, and subject to manpower considerations. No more than three (3) employees may schedule a reduction day during the same day from January 1st through October 31st (6 man minimum manning)

Section 6. Employees covered by this Agreement who have been on the payroll less than one (1) full calendar year shall have such days prorated based upon time worked in the year.

Section 7. Employees covered by this Agreement shall be entitled to overtime compensation for all hours worked in the performance of their duties in excess of one hundred forty-four hours (144) in a nineteen (19) day cycle, the rate of compensation shall be one and one-half (1 ½) times the Employee's regular hourly rate, based on two thousand eighty (2,080) hours worked annually. Employees may elect compensatory time in lieu of paid compensation. Compensatory time shall consist of twelve (12) hours prorated for all hours worked in excess of one hundred forty-four (144) hours.

Section 8. In reference to the aforementioned Section 7, paid leave of absence including vacation, holiday, sick, and personal leave shall not be considered time worked for purposes of calculating overtime.

Section 9. Employees may "cash in" any R-day in exchange for twenty-four (24) hours of compensatory time. R-day's that are cashed in will be referred to as "Cashed in CT". Cashed in CT must be used by December 31 of the year said time is cashed in.

ARTICLE 20

OVERTIME

Section 1. Overtime shall be compensated at the rate of one and one-half (1 ½) times an employee's hourly rate of pay, based on two thousand eighty (2,080) hours per year.

Section 2. If and when an employee is called to work overtime, and at the employee's option, the employee may receive compensatory time, in lieu of cash payment, at the appropriate overtime rate, for all hours in attendance.

Section 3. An employee shall be entitled to overtime compensation when performing his duties during emergencies, callbacks or for any other duties performed outside of the employee's normal duty hours.

Section 4. Nothing herein shall be construed to permit the pyramiding of overtime under any of the provisions of this Agreement.

Section 5. Overtime Equalization Scheduling:

- A. Overtime shall be offered to that employee with the least amount of accumulated overtime except as provided herein.
- B. Only officers shall work when officers are needed. One (1) officer on duty shall be deemed sufficient to fulfill officer manpower needs.
- C. Overtime shall not be offered to an employee whose turn is working when such overtime is needed.

- D. Markings shall be: W=worked, R=refused, AL=accident leave, LD=light duty, S=sick, ML=military leave, AM answering machine, and NA=not available.
- E. Markings shall accumulate for the purpose of determining overtime equalization.
- F. Always begin with the first empty box.
- G. Fill day turn positions first, then afternoon, then midnight.
- H. Refusing back-to-back shall not be charged for refusing.
- I. Employees on AL or S one (1) hour before starting time on the date such overtime is needed, need not be called, but marked accordingly.
- J. Employees on Death Leave shall not be charged nor shall they be called.
- K. All markings except AL shall be posted with the day's date and shift
- L. Employees on vacation, and reduction days, including all days between scheduled workdays, shall not be charged for refusing to work overtime.
- M. The overtime equalization chart shall be posted in the Captain's office with full and free access to all bargaining unit members. A copy of this chart shall be posted at the Niles-Cortland Rd. substation.
- N. Employees on Union or Fire Dept. business shall not be charged.
- O. Employees off sick shall be deemed to be sick until their next scheduled shift and marked accordingly on the overtime equalization chart.
- P. Overtime other than at 0730 may be filled immediately.

Section 6. Notwithstanding the provisions of Section 5, new employees shall not be eligible for "overtime equalization scheduling" until they have completed the State Mandated Fire School or six (6) months time has elapsed since the date of hiring, whichever comes later.

Section 7. The Union agrees that there may be occasions where overtime equalization scheduling may not be followed due to unusual circumstances. These occasions should be the exception rather than the rule.

Section 8. Overtime equalization scheduling for shifts beginning at 0730 and called between 0630-0730 shall conform to Section 5 – A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P.

Section 9. Overtime equalization scheduling for all other overtime beginning at other than 0730 shall conform to Section 5 – A, B, C, D, E, F, G, H, J, K, L, M, N, O and P.

ARTICLE 21

TIME TRADE

Section 1. All employees covered by this Agreement, shall be allowed to trade time, including employees working the same crew, turn, or shift. The officer in charge shall be notified by the person requesting the trade. The person working shall be required to complete assigned duties until relieved.

Section 2. Traded days shall not be counted toward the computation of overtime as provided in this Agreement.

Section 3. Traded time may include reduction days, personal days, compensatory time, and normal workdays.

Section 4. Traded time or “working for” time shall not create a net financial gain.

ARTICLE 22

UNION LEAVE

Section 1. The Union’s officers or their designees shall be granted union leave for purposes of union business and shall be granted time off with pay for the purposes of attending such conventions, conferences or seminars. The employees must request such time off in writing the Employer six (6) calendar days, inclusive of Saturdays, Sundays and Holidays (as defined in this Agreement), prior to any such meeting. Such leave shall not exceed a total of one hundred twenty (120) hours per calendar year for the bargaining unit.

Section 2. Notwithstanding the provisions of Section 1, any Union leave not used in a calendar year, may be carried over the following calendar year for use in that year. The total amount of Union leave in one (1) year shall not exceed two hundred forty (240) hours, if a carryover of Union leave occurs. A request to carry over Union leave shall be made in writing to the Employer. Said request shall not be unreasonably denied.

Section 3. Such time off from scheduled hours must be arranged for and approved in advance by the Fire Chief.

Section 4. Union leave shall not be counted against FLSA or overtime.

ARTICLE 23

MILITARY LEAVE

Section 1. All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leave of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty-one days per year per employee.

Section 2. Except in cases of emergency leave, the employee is required to submit to the Chief an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave.

Section 3. Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period, as verified to the Chief by military pay voucher.

Section 4. If an employee of the bargaining unit, who is a member of a reserve component of the Armed Forces of the United States, is ordered to active duty for an undetermined length of time in excess of thirty-one (31) days, he shall be granted an unpaid leave of absence to fulfill that military obligation, and have all rights guaranteed to him by Federal and State laws.

Section 5. If an employee referred to in Section 4 is on probation, the remainder of his probation shall be continued upon his return from active duty.

ARTICLE 24

SICK LEAVE

Section 1. An employee shall earn four and six tenths (4.6) hours of sick leave for each eighty (80) hours of completed service. Sick leave may accumulate from year to year without limit.

Section 2. Should an employee utilize eight (8) hours or less of his accumulated sick leave, and have a medical excuse for the employee or his family member or have prior consent from the Fire Chief, for a period of three (3) months, he shall be entitled to a bonus of one hundred fifty dollars (\$150.00) or twenty (20) hours compensatory time, for the purpose of Section 2:

- A. The three (3) months periods shall be;
(January – February – March)
(April – May – June)
(July – August – September)
(October – November – December)
- B. Employees electing pay in lieu of time shall be paid in the first pay following said period.

- C. Employees on accident leave at any time during the aforementioned periods for more than two (2) days shall not be entitled to the sick bonus for that period.

Section 3. To be eligible for the sick leave bonus, outlined in Section 2, an Employee must be actively employed by the Employer for the entire calendar year. Only hours of sick leave usage shall be counted against an Employee's potential sick leave bonus. Should any employee be laid off during the calendar year, but meets the requirements for sick leave bonus eligibility for that period he was actively employed, his sick leave bonus will be prorated for his time in active employment.

Section 4. **Charging of Sick Leave**

- A. Sick leave shall be charged in minimum units of one (1) hour.

Section 5. **Uses of Sick Leave:**

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
 - (1) Illness or injury of the employee or a member of his immediate family.
 - (2) Medical, dental or optical examinations or treatment of employee or member of his immediate family, which requires the Employee, and which cannot be scheduled during non-working hours.
 - (3) If a member of the immediate family is afflicted with a contagious disease which requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 - (4) Pregnancy and / or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period.
- B. Definition of immediate family: Grandparents, brother, sister, father, father-in-law, mother, mother-in-law, spouse, child, a legal guardian or other person who stands in place of a parent (loco parentis).
- C. Employees who report off sick before the start of their scheduled shift, Shall notify the OIC at time of call off how long the call off is for, 24 hours, 16 hours, 8 hours or 4 hours ect...
- D. Employees, who while working their shift, leave due to sickness, shall notify the OIC of the duration of time that will be taken off and shall be charged accordingly (by the hour).

- E. Employees electing C or D shall be deemed sick until their next Scheduled shift unless employee has preapproval from the Fire Chief or a proper medical excuse to return to work.
- 1 Employee has to notify the OIC of how many hours would be needed.
 - 2 If overtime is created a minimum of four (4) sick hours would need to be taken.

Section 6. Evidence Required for Sick Leave Usage: The Employer shall require an Employee to furnish a standard written signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physicians certificate should be ground for disciplinary action. (See Appendix F).

Section 7. Notification by Employee: When an Employee is unable to report to work, he shall notify the OIC one hour prior to the time he is scheduled to report to work, unless emergency conditions make it impossible or unless the Employee has made other reporting arrangements with the OIC. When an Employee returns from sick leave he shall notify the OIC at least one (1) hour prior to the time he is scheduled to report to work.

Section 8. Abuse of Sick Leave: Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application of sick leave with the intent to defraud may result in disciplinary action, which may include refunding wages previously paid.

Section 9. Physician Statement: If medical attention is required, the Employee shall be required to furnish a statement from a licensed physician notifying the Employer that the Employee was unable to perform his duties. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the Employee is necessary to care for the ill person, or in the case of childbirth and other conditions relating thereto, during the postnatal period.

Section 10. Physician Examination: The Employer may require the Employee to take an examination, conducted by a licensed physician, to determine the Employee's physical or mental capacity to perform the duties of the Employee's position. If found no qualified, the Employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the City. Should the opinion of the licensed physician conflict with that of the Employee's personal physician, a third physician shall be selected by the previous two physicians. The opinion of the third physician shall be binding on the parties. The cost of the third physician shall be borne equally by the City and the Employee.

Section 11. Expiration of Sick Leave: If illness or disability continues beyond the time covered by accumulated sick leave, the Employee may be granted a leave of absence without pay, a disability separation in accordance with provisions set forth in this Agreement, or may be advanced unearned sick or vacation leave at the discretion of the Employer.

Section 12. A member of the bargaining unit, who has been employed by the City for at least ten (10) full years, (except those who retire earlier due to disability), who retires due to the rules and regulations established by the applicable retirement board, shall be entitled to compensation in a lump sum for all hours of unused sick leave which he has accumulated. Compensation for these accrued but unused sick leave hours shall be at the prevailing Federal minimum wage rate at the time of their retirement. Compensation for these accrued but unused sick leave hours shall be at the 2600 rate for the first 100 hours and the prevailing Federal minimum wage rate for the remaining hours at the time of their retirement.

Section 13. Family and Medical Leave: Employees who have worked a minimum of twelve (12) months and/or twelve hundred fifty (1250) hours over the twelve month period shall be entitled to Family and Medical Leave in accordance with the following provisions:

A. An employee shall be entitled to a leave of absence not to exceed twelve (12) weeks for the following:

1. In order for the employee to care for a newborn or recently adopted child.
2. In order for the employee to care for a foster child placed in the employee's care.

B. And to a leave of absence not to exceed twelve (12) weeks for the following:

1. The inability of the employee to work due to a severe health condition.
2. In order for the employee to care for the employee's spouse, parent, child or the employee's spouse's parent(s) with a serious health condition requiring the presence or care of the employee.

C. An employee may use a combination of accrued vacation (1st), sick leave or leave without pay with no mandate to exhaust paid leave prior to being granted unpaid leave.

D. There shall be no loss of any benefits when taking Family or Medical Leave.

E. The employee shall be guaranteed the position held prior to taking leave.

F. An additional six (6) months may be granted for Section A above but if using unpaid leave, COBRA laws will apply.

G. Benefits are provided by the employer for all other provisions of leave under this article.

Section 14: Attendance Policy:

1. Statement of Purpose

The intent of this policy is to set forth expectations with regard to employee attendance and further provide a reasonable, fair and consistent mechanism for improving and maintaining an acceptable attendance level in the program.

2. Attendance Expectations

An employee's attendance shall be considered unacceptable when an employee has three (3) occurrences of absence, documented or undocumented, in a three (3) month period.

For the purpose of this policy, an occurrence shall be defined as an incident of absence, Documented or undocumented, which may be a portion of a day, a full day, or a succession of days which are separated by at least one (1) workday.

A. Occurrences

1. Any continuous absences of more than one (1) hour.
2. Consecutive shifts of work missed on the same illness/injury.
3. Doctor follow up on same illness/injury remains only one (1) occurrence.

B. Excused Absences

1. Jury Duty
2. Military Duty
3. Personal Leave
4. Vacation Time
5. Compensatory Time
6. Bereavement/Funeral Leave
7. Hospital Stays
8. On the Job Injuries
9. FMLA Qualifying Events

3. Medical Excuse Required – Employees who are absent for three or more consecutive work days and/or are FMLA qualifying events are required to have a doctor's excuse before returning to work.

4. Disciplinary Actions

A. Three (3) occurrences in 90 days will result in a meeting with the Administration to discuss the employee's attendance. The employee may have Union representation at present at this hearing. This meeting will be considered an oral reprimand but there will be a written record of said meeting in the employee's file.

B. A fourth occurrence in 90 days will result in a written reprimand.

C. A fifth occurrence in 90 days will result in a one (1) day suspension without pay.

D. A sixth occurrence in 90 days will result in a three (3) day suspension without pay, subject to termination.

E. Each sixty (60) calendar days of perfect attendance shall result in the reduction of the number of occurrences by one (1) occurrence.

F. For the purpose of this policy, ninety (90) days will be defined as quarters and there will be four (4) quarters per calendar year.

Tardiness

Occurrences of tardiness shall be treated separately from the occurrences of attendance. All employees will report to work at their starting times. Late starts shall be deducted in six (6) minute increments for pay purposes.

An occurrence of tardiness is defined as the employee reporting to work late two (2) times. (Every 2 times late, you earn 1 occurrence) Discipline for tardiness is outlined below:

1. Two (2) occurrences within a 30 day period would result in a documented oral reprimand.
2. Four (4) occurrences within a 60 day period would result in a written reprimand
3. Six (6) occurrences within a 90 day period would result in a one day suspension without pay.
4. Eight (8) occurrences within a 120 day period would result in a three (3) day suspension, without pay, subject to termination.

Each sixty (60) day period without an incident of tardiness will result in the subtraction of one (1) occurrence.

ARTICLE 25

FUNERAL LEAVE

Section 1. A member of the bargaining unit shall be entitled, upon the death of a member of his immediate family, to a maximum of four (4) consecutive calendar days of funeral leave, with pay, to commence with the deceased's time of death provided the member attends services the day of the funeral.

Section 2. A member of the bargaining unit shall also be entitled to a maximum of (3) consecutive calendar days of funeral leave with pay in the event of the death of an employee's aunt, uncle, nephew, niece, step-grandparents, brother-in-law, sister-in-law, step-parents or stepchild provided the member attends services the day of the funeral.

Section 3. For purposes of Section 1, immediate family shall be defined as employee's grandparents, brother, sister, father, child, father-in-law, mother, mother-in-law, spouse or legal guardian.

Section 4. Additional funeral leave may be granted to an employee, beyond that provided above, at the discretion of the Employer, with such additional leave charged to an effected employee's accumulated sick leave.

Section 5. Funeral Leave shall not count against FLSA bonus.

ARTICLE 26

WAGES

Section 1. Employee's wages shall be calculated as follows, the year the employee is hired shall constitute one (1) year on the wage scale. Employees shall move into succeeding years effective on January 1 of each year.

Section 2. Employee's hired after January 1, 1994, with less than four (4) complete years shall move into succeeding years on their anniversary date.

Section 3. Effective January 1, 2009, base pay shall be \$49,782.70

Section 4. The differential between Fire Fighter and Lieutenant shall be fifteen and a half (15.5 %) percent, and the differential between Lieutenant and Captain shall be fifteen and a half (15.5 %) percent.

Section 5. Effective January 1, 2009, newly hired firefighters will be on a 5 year step:

1st year - 0.6 of base pay

2nd year - 0.7 of base pay

3rd year - 0.8 of base pay

4th year - 0.9 of base pay

On the fifth year, a firefighter shall receive the yearly base wage - starting the 6th year, the multiplier will be .025 then the multiplier shall increase by .005 with each year of service thereafter until the 25th year.

Section 6. A newly hired Fire fighter may be hired in at the second pay level, at the sole discretion of the City, if they have already completed the State of Ohio Level II Fire fighter course and have at least one year of experience with another fulltime fire agency. Upon reaching his/her fifth step, that fire fighter shall hold in that step for two years, as to enter the longevity scale in the proper corresponding year in the scale.

Section 7. Effective January 1, 2010, all bargaining unit members with a First Responder certification as of Jan. 1 of each year will receive First Responder pay in the amount of Six hundred dollars (\$600.00) to be distributed on March 1st of each year.

Section 8. Effective January 1, 2009 if at any time the city's negotiations or arbitration with any other city employee bargaining unit result in wages or benefits that are more liberal in any way than those received within this agreement, the Employer will give the increased wages or benefits to all Local 320 union members.

ARTICLE 27

REPORTING PAY / MINIMUM CALL-IN AND HOLDOVER

Section 1. Whenever an employee is called for a call back to work at a time other than his regular work schedule, he shall be guaranteed four (4) hours pay at the overtime rate.

Section 2. It is understood that any call-in, which starts prior to the regular shift and continues into the employee's regular shift, shall not be eligible for the minimum as provided in Section 1 above.

Section 3. Should the Employer require an employee to "holdover" beyond the end of his regular turn, such employee shall be entitled to a minimum of one (1) hour of pay for such holdover time at the appropriate overtime rate provided the employee remains on duty for the entire hour. Should an employee, who was required to holdover, elect to leave prior to the end of (1) hour, such employee shall be compensated at the appropriate overtime rate for all time worked in ¼ hour increments. Should the period of holdover extend beyond one (1) hour, an affected employee shall be paid at the appropriate overtime rate for all hours worked.

Section 4. When an employee is to be held over to cover for minimum manning shortage on the shift, it shall be offered to the most senior employee to the least senior employee working on the turn. If no one volunteers, the least senior employee will be ordered held over.

ARTICLE 28

VACATIONS

Section 1. After six months of completed service an employee shall be entitled to one (1) week of vacation:

6 months through 2 years of completed service.....	1 week
3 through 5 years of completed service.....	2 weeks
6 through 10 years of completed service.....	4 weeks
11 through 15 years of completed service.....	5 weeks
16 through 20 years of completed service.....	6 weeks
21 through 25 years of completed service.....	7 weeks
26 through more years of completed service.....	8 weeks

Section 2. Total credit for an employee's years of service, whether continuous or not, shall be given for the determination of vacation benefits, and periods of layoff shall not effect such determination.

Section 3. Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay, which he has earned, but not yet taken. Should such employee be deceased, payment of such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

Section 4. Bargaining unit members may, at their option, “bank” up to maximum of three (3) weeks of their accumulated vacation time, to be used in years other than which it was earned. Under no circumstances may an employee have more than three (3) weeks of vacation time “banked” at any one time. Should an employee not utilize any such “banked” vacation time prior to his date of retirement, such time shall be paid in cash in the employee’s final paycheck, at the employee’s regular rate of pay at the time of retirement.

Section 5. When an employee elects to use his banked vacation leave, as provided in Section 4, he shall schedule such time in the same manner as the regular vacation leave and on the basis of seniority for all available vacation time.

Section 6. An employee may elect to sell back up to a maximum of three (3) weeks of their accumulated vacation time each year. An employee who elects such a sellback shall notify the Chief at the time departmental vacations are scheduled. The Chief shall notify the Auditor of the names of employees who elect such a sell back and the amount of such Time by February 1. Employees will submit a request to the Auditor’s office prior to November 1 to receive pay for sold vacation. Any request for vacation pay not made by November 1 will be paid in the next pay cycle.

Section 7. An employee may make this vacation week selection based on his seniority. In a year when an employee becomes eligible for an additional week of vacation, he may schedule such additional time at the beginning of the calendar year and may take such time prior to his anniversary date. However, should such employee leave employment with the Employer after taking such unearned vacation time, such time shall be repaid from the employee’s final pay.

Section 8. Adding banked time to a current year’s vacation shall not increase splits beyond what an employee’s regular years of service would entitle such employee to utilize.

ARTICLE 29

HOLIDAYS

Section 1. The following shall be observed as holidays, for purposes of this Article, for members of the bargaining unit.

New Years Day	
Martin Luther King Day.....	Third Monday in January
Presidents Day.....	Third Monday in February
Good Friday	
Memorial Day.....	Last Monday in May
Fourth of July	
Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veteran’s Day.....	November 11
Thanksgiving Day	
Day after Thanksgiving	
Christmas	

Section 2. Should an employee be required to work on one of the Holidays listed above, he shall be compensated at the rate of two and one-half (2 ½) times his regular hourly rate of pay for all hours worked on such Holiday.

Section 3. An employee who is not required to work on a recognized holiday, as outlined in Section 1, shall be compensated with eight (8) additional hours of pay for each such holiday. This section does not apply if the employee takes off sick either the shift before or after the holiday.

Section 4. Any compensation received by an employee under the provisions of this Article shall be the same as for such holidays to which an employee shall be entitled. In addition, the compensation received under this Article only, shall be computed on the basis of forty (40) hour



ARTICLE 30

CLOTHING

Every fire fighter under his command, to replace any piece of clothing worn. It shall be the Chief's discretion as to what is considered badly

Section 2. Effective January 1, 2009, all bargaining unit members shall be entitled to a uniform and clothing allowance in the amount of six hundred fifty dollars (\$650.00) per year to be distributed on March 1st of each year. Firefighters that maintain their certification for First Responder shall receive an additional one hundred-fifty dollars (\$150.00) per year for clothing maintenance.

ARTICLE 31

INJURY ON DUTY

Section 1. Every full time bargaining unit member shall be entitled to apply for benefits under this Article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty under such circumstances as would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

Section 2. To apply for benefits under Section 1 hereof, written application shall be made to the Mayor or his designated representative accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with duties of such employee. It shall be the duty of the Mayor or his designated representative to approve or reject the application and in doing so he may require examination by a registered physician of his selection. Before any employee has made application to the Mayor or his designated representative for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for Worker's Compensation Benefits from any compensation fund to which the City contributes. He shall also complete the Injury on Duty and Reimbursement form provided by the City (see Appendix B).

No employee shall be entitled to City-paid injury on duty benefits until his requirement has been completed. Pending a determination on the employee's application, he shall be entitled to his full regular pay and benefits.

Section 3. If the employee's application is approved, the employee may receive no more than nine (9) months with full pay with full benefits (except accrual of sick leave while off on this injury leave), less any compensation received from the State of Ohio Bureau of Worker's Compensation. This provision shall not guarantee an employee more than nine (9) months of pay or benefits. The benefits shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary and seasonal employees. Should an employee's injury extend beyond the nine (9) months set forth in this Article, the Employer shall be obligated to offer such employee the option to purchase hospitalization at the Cities prevailing rate. Should an employee's injury extend beyond the nine (9) months set forth in this Article, the City may extend injury on duty benefits.

Section 4. When the employee's application is approved, the Mayor or his designated representative shall place the employee on such benefit status. The employee will be paid his full benefits as provided in Section 3 and at such time the State of Ohio Worker's Compensation begins making payments, then the employee shall reimburse the Employer all back compensation and will forward any future weekly benefit payments from Worker's Compensation to the City in return for the continuation of his full pay and benefits, as provided in this Article.

Section 5. In the event the injury of disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave or vacation time. If the employee does not have accumulated sick leave time or vacation time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies advanced to the employee to the City. Such repayment shall be made from an affected employee's future earnings of sick and vacation leave benefits.

Section 6. Should the employee sever from employment with the City for any reason prior to the full repayment of such advanced monies as outlined in Section 5, the City shall use any legal remedies necessary to achieve complete reimbursement from said employee. Any lump sum payment other than wage reimbursement received by the bargaining unit member for a permanent injury or illness remains the property of the member.

Section 7. The City shall require the employee to furnish a standard written signed statement explaining the nature of the injury to justify the use of accident leave.

Section 8. An employee shall be required to furnish a statement from a licensed physician stating that nature of the injury and notifying the Employer that the employee is unable to perform his duties. The Employer may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capability to perform his duties of the employee's position. The cost of such examination shall be paid by the City. Should the opinion of the licensed physician conflict with that of the employee's personal physician, a third physician shall be selected by the previous two physicians, and the opinion of the third physician shall be binding on both parties. The cost of the third physician shall be borne equally by the City and the Employee.

Section 9. Notwithstanding the provisions of this Article, an employee shall be required to report and update his status to the City and his immediate supervisor at least once a month.

Section 10. This Article shall be uniformly administered as to all Fire Department Personnel.

Section 11. The City shall make every possible attempt to find alternate work assignments for employees on injury leave who may be able to perform lighter duties. This duty will be at the discretion of the Employer. Light duty shall not consist of responding to alarms. Employees on light duty shall not be counted towards minimum manning. The Employee will be reassessed by a physician to determine their fitness for duty. Light duty shall be decided on a case-by-case basis between the Chief, the Safety Director, and the Union.

ARTICLE 32

DEATH BENEFIT

Section 1. Upon the death of a bargaining unit member, compensation at the rate of said employee's hourly rate, at the time of death, shall be paid to the employee's widow, children, and / or estate. This compensation shall include all unused vacation and accumulated sick time due at the time of death. Such hourly rates shall be determined by dividing the employee's annual salary by two thousand eighty (2,080) hours.

ARTICLE 33

MEDICAL BENEFITS AND INSURANCE

Section 1. For the duration of this Agreement, the Employer shall pay the full cost of premiums for hospitalization and other medical benefits including but not limited to prescription drug coverage, dental, optical, and major medical, at benefit levels which are at least equivalent to those in effect on June 1, 2000 and with all others employed by the City of Niles. At any time that health insurance is re-bid or a change in provider is made, a new booklet and certificate of coverage shall be provided to the Union at time of issuance. Failure to comply shall result in non-acceptance of the policy and the City shall be responsible for charges/fees for any discrepancies in the new policy. The medical benefits package effective Jan. 1, 2004 shall be equal or greater than those in effect on Jan. 1, 2000 except where negotiated.

Section 2. Nothing herein shall prohibit the Employer from instituting cost containment measures (e.g. second surgical opinion, etc.) during the life of this Agreement.

Section 3. The Employer agrees to continue paying in full premium for a life insurance policy for bargaining unit members in the amount of twenty thousand dollars (\$20, 000.00), including accidental death and dismemberment coverage and five thousand (\$5,000.00) without accidental death and dismemberment coverage for retired firefighters.

Section 4. An employee who is laid off shall be entitled a maximum of two (2) months of medical coverage. Commencement of benefits shall begin upon effective date of layoff.

Section 5. The Employer shall provide for a yearly physical. If during the course of the yearly physical, the physician or City determines that a stress test is necessary, said test shall be paid by the Employer as part of the yearly physical.

Section 6. Effective January 1, 2009, Prescription Drug Benefit co-payment will charge as follows in lieu of Section 1: Pharmacy option – Name Brand - \$10.00, Generic-\$5.00.

Section 7. Employees with alternative health care coverage shall be offered one hundred (\$100.00) dollars per month for waiving the health care benefit provided by the City of Niles.

Section 8.

A. Upon the City negotiating the same Memorandum of Understanding with its other bargaining units, during the term of this labor agreement, a Niles Health Care Cost Containment Committee shall be established. This committee shall consist of (7) members. Five (5) of the members shall be union representatives, one (1) from each of the City's five (5) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective members. The remaining two (2) members of this committee shall consist of the Mayor and Auditor or their designees.

B. This committee, called the Niles Health Care Cost Containment committee, hereafter referred to as the committee, shall meet at least six (6) times a year. The Mayor shall serve as co-chair person and one member of the remaining six (6) committee members shall be voted in by the committee as a co-chair person. The committee shall establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the seven (7) members shall have one (1) vote and that a majority vote will be controlling. These rules and regulations may include provisions for the substitution of an alternative representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant they deem necessary.

C. The calendar year ending immediately before the establishment of this committee (2005) shall be considered the initial base year for the purpose of determining health care cost economic data. The committee will investigate methods to contain the overall cost of health care. These methods may include, but are not limited to, reduction for benefits, establishing a bid process and scope of final determination. The method utilized to contain the overall health care cost shall be vested to and shall be the sole responsibility of the committee.

D. In an effort to reduce health care cost (using 2005 as initial base year) all bargaining unit members of Local 320 will pay twenty-five dollars(\$25.00) per employee, per month, health care co-pay for the calendar year 2007, while the committee has a chance to organize and reduce health care costs as described above. In the event the committee has organized and met six (6) times without results, a thirty-five dollar (\$35.00) per employee, per month health care co-pay will continue for the calendar year 2008 as long as the committee continues to meet as stated in the above subsections. In the event the committee finds health care costs below calendar year 2005 costs, the monthly co-pay will stop and return to \$0. The new estimated monthly cost must be below the 2005 average health care cost per month.

Section 9. All bargaining unit members that are actively enrolled in the City's Wellness Program shall not be required to pay any monthly health care co-pay.

ARTICLE 34

RETIREMENT INCENTIVE

Section 1. A member of the bargaining unit who has been employed by the City of Niles for at least ten (10) full years, and who is eligible to retire under the rules and regulations of the Ohio Police and Fire Pension Fund, may be entitled to a retirement incentive payment. This non-pensionable retirement incentive shall consist of one (1) week salary, at retirement, for each year of completed service with the City, with a twenty-five (25) year cap. The weekly salary shall be calculated by taking an employee's annual salary, as set forth under Article 26, "wages", and dividing it by fifty-two (52) weeks.

ARTICLE 35

PENSIONS

Section 1. The Employer shall continue in full force and affect the pension and disability program through the Police and Fire Pension Fund.

Section 2. Effective January 1, 2000, the portion of the employee contribution to the Ohio Police and Fire Pension Fund shall be equal to ten percent (10%) of the employee's earned compensation. Such compensation shall be paid through the salary reduction method.

Section 3. For the purpose of Section 2, the term "earned compensation" shall mean any and all monies paid on or after January 1, 1992, to an employee by the City of Niles, for which there is a pension contribution, under or pursuant to any provisions of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

ARTICLE 36

VOLUNTEERS

Section 1. Volunteers shall not be called into the City limits of Niles to man stations or fight fires, except if called for mutual aid from the Niles Fire Department by the Fire Officer in charge, or at the direction of the Chief.

ARTICLE 37

SEVERABILITY

Section 1. If during the life of this Agreement, any of the provisions contained herein are held to be invalid, by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provisions.

ARTICLE 38

AGE LIMITS

Section 1. The City of Niles shall use age limits for hiring and retirement as per the Age Discrimination in Employment Act (ADEA).

The minimum hiring age shall be twenty-one (21).

The maximum hiring age shall be thirty-five (35).

The mandatory retirement age shall be sixty-six (66).

Contingency for current litigation and / or grandfather.

ARTICLE 39

CREDIT UNION

The City agrees to allow direct deposit to the Bank or financial institution of the employee's choosing.

ARTICLE 40

LEAVE OF ABSENCE

Section 1. Any employee who believes he has a justifiable reason may apply for a leave of absence, with the approval of the Mayor or his designated representative, not to exceed one (1) year for personal reasons.

Such leaves may be granted for good cause if the employee's absence will not adversely affect efficient operation of the Fire Department.

Section 2. No benefits shall accrue to an employee while on such non-medical leave.

Section 3. No seniority shall accrue to an individual who is on a non-medical unpaid leave of absence.

ARTICLE 41

MUTUAL AID

Section 1. Emergency requests from another community that results in manpower or equipment being sent outside the City will be in accordance with mutual aid agreements or MABAS requirements. The City recognizes it's obligation for mutual aid to surrounding communities and shall not hold any Officer responsible for fulfilling this obligation. Minimum manning will be maintained in accordance with this bargaining agreement, however, the call out of personnel to meet minimum manning shall not begin until the responding unit is on scene and a determination is made that the unit will be tied up for a period of time. The exception would be inadequate staffing to respond an engine to an incident within the City, at which time, the OIC can begin the call back immediately based on preliminary reports from the requesting agency. Any personnel sent outside the City shall have all rights and benefits as if he/she were working inside the City. Any requests for manpower into the City shall not be made until all bargaining unit members have been recalled in accordance with the bargaining agreement. The exception would be if life safety issues are present, i.e. trapped firefighters or civilians. Needs for special equipment do not fall under this clause, i.e. foam unit, confined space rescue, hazmat, brush fire units.

ARTICLE 42

SICK TIME BANK

Section 1. Any employee who has used up his accumulated sick leave and is not covered elsewhere in this Agreement shall be eligible to apply for use of the sick time bank if he is a participant in the sick time bank.

Section 2. The sick time bank may be initially funded by employees depositing twelve (12) hours of accumulated sick time due in the sick time bank.

Section 3. Employees wishing to use the bank shall apply to the sick time bank committee. This committee shall consist of three (3) member of the bargaining unit appointed by the Union President. The committee shall prepare written policies governing participation and use of the sick time bank with the approval of the Union body.

ARTICLE 43

MINIMUM MANNING

Section 1. The City agrees to maintain a minimum of six (6) men on duty at all times.

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ARTICLE 43

MINIMUM MANNING

Section 1. The City agrees to maintain a minimum of six (6) men on duty at all times.

Section 2. Notwithstanding the provisions of Section 1, the City agrees to maintain a minimum of seven (7) men on duty for the period of November 1, to December 31.

ARTICLE 44

LABOR / MANAGEMENT MEETING

Section 1. In the interest of sound labor / management relations, the City and the Union agree to meet once each quarter to discuss potential problems and promote a more harmonious labor / management relationship. Meetings shall be a mutually agreeable date and time.

ARTICLE 45

TURNOUT GEAR

Section 1. The City agrees to furnish the required turn-out gear and any protective clothing and devices required for members of the bargaining unit, including but not limited to new safety prescription glasses for SCBA's, fire coats, bunker pants, gloves, helmets, boots, nomex hoods, flashlights, batteries, and other equipment to safely fulfill the requirements of their duties, as determined by the Employer.

Section 2. Each bargaining unit member shall be responsible for the cleaning of their turnout gear once a year or as often as recommended by manufacturer which ever is more.

ARTICLE 46

RETROACTIVE

Section 1. It is hereby mutually agreed between the City and the Union that all terms and provisions of this Agreement, regardless of date of final approval, will be retro-active beginning January 1, 2012.

ARTICLE 47

COPY OF CONTRACT

Section 1. The Union agrees to supply each member of the bargaining unit a paperback, 8 ½ x 11, with paper cover, titled "Agreement between the City of Niles and the International Association of Fire Fighters Local 320" of the settled Agreement within thirty (30) calendar days of passage by Council, including Saturday, Sunday and Holidays.

ARTICLE 48

EDUCATIONAL COMPENSATION

Section 1. Any employee who desires to attend an accredited University and complete courses in fire science or a related degree program, shall have the Employer pay for said class tuition, provided the employee complies with the following:

- (1) Request for attendance must be in writing to the Fire Chief, no later than thirty (30) days prior to the start of class.
- (2) Upon successful completion to the class (attaining a "C" or better), the employee shall present to the Employer the employee's tuition statement and the course grade for tuition reimbursement.
- (3) To be eligible to attend, employees must be formally accepted by the University and meet its requirements and must have completed two (2) full years of service with the Niles Fire Department.
- (4) Class attendance shall be on the employee's time and the Employer shall not pay the employee for any time spent in class attendance.

Section 2. The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee's presentation of documentation.

ARTICLE 49

LAYOFF AND RECALL

Section 1. When the Employer determines a layoff is necessary, the Employer shall notify the effected employees, in writing at least fourteen (14) calendar days in advance of the effective date of layoff. The Employer, upon a written request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 2. When the Employer determines that layoffs will occur, employees will be laid off in accordance with their seniority as defined in Article 14, "Seniority", beginning with the least seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled.

Section 4. Notice of recall shall be sent to the Employee by registered mail, return receipt requested. A copy will also be sent to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice to the last mailing address of the employee.

Section 5. The recalled employees shall have five (5) calendar days, following the date of the receipt of the recall notice to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt of the recall notice in which to report to duty, unless a different date is otherwise specified in the notice.

ARTICLE 50

CREW TRANSFERS

Section 1. The Chief shall post crew transfers by December 1, of each year, other than transfers to cover extended sick leave, injury time, retirement, promotions, death, or termination.

ARTICLE 51

LEAP YEAR

Section 1. Crews shall each work eight (8) hour shifts on February 29th, continuing in the rotation previously assigned. All three (3) crews shall receive one and a half (1 ½) times their regular rate of pay.

ARTICLE 52

REOPENER

Section 1. The City and the Union may reopen negotiations if both parties agree for the purpose of discussing an inspector's position or any topic that is mutually agreed upon.

ARTICLE 53

CIVIL SERVICE

Section 1. The Niles Civil Service Board will adopt, modify, eliminate, or do whatever is necessary for the Niles Civil Service rules to be consistent with the Collective Bargaining Agreement between the City of Niles and Local 320 of the International Association of Fire Fighters, as far as those rules apply to the Niles Fire Department.

Section 2. The City shall fill vacancies at least one month before a locally scheduled Fire Training School and shall, whenever possible, maintain a current list of eligible candidates.

Section 3. Civil Service shall adopt an application for employment form that shall include age limits for hiring which is consistent with the age limits established in the Collective Bargaining Agreement, and refuse to test applicants who fail to meet such established age limits.

ARTICLE 54

DRUG AND ALCOHOL TESTING

Section 1. The following provisions are to ensure and maintain the City of Niles as a drug free work place.

- A. Provide for the supervisor on duty to order a drug and/or alcohol breathalyzer test immediately when there is a reasonable suspicion that an employee has been using unauthorized drugs or alcohol.
- B. Drug and alcohol testing may be administered to any bargaining unit member to determine their fitness for duty, or when there is reasonable suspicion to believe the employee may be unfit for duty.
- C. A refusal to submit to a drug and alcohol test or engage in conduct that clearly obstructs the testing process shall be treated as a positive test.

Section 2. Any employee that tests positive shall be placed on administrative leave and shall be allowed to use all vacation, sick leave and compensatory time. During this time the employee must attend a certified Drug and Alcohol Rehab program paid for by the employee's insurance. Upon completion of the program, the employee will be on probation for a period of one (1) year in which he/she will be retested within the guidelines of the existing testing program and another positive test will result in termination without recourse.

Section 3. Drug and Alcohol Policy, see attachment 1

As agreed the property damage will be \$500.00.

ARTICLE 55

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of January 1, 2012, and shall remain in full force and effect until December 31, 2014, unless otherwise terminated as provided herein:

- A. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this Agreement, except as otherwise provided herein. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

- B. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the I.A.F.F. and all prior Agreements, either oral or written, are hereby canceled. Therefore the Employer and the I.A.F.F. for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this Agreement, even though subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 2. This Agreement is subject to all applicable Federal and State laws, and such rules and regulations or any judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to the above, by a court of competent jurisdiction or by an official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of this Agreement shall remain in full force and effect.

ARTICLE 56

COMPENSATORY TIME

Section 1. Compensatory time will be referred to as CT.

Section 2. A CT chart shall be posted in the Captain's office with full and free access to all members of the bargaining unit.

Section 3. Only the Officer in charge or the CT officer shall have total responsibility for updating the CT chart.

Section 4. Employees may schedule CT in accordance with minimum manning, Article 43, and in increments, the minimum increment shall be a ½ hour. After the minimum ½ hour increment is reached, CT shall be charged by the ¼ hour.

Section 5. CT may not be used when such usage constitutes an overtime situation.

Section 6. CT may be pre-scheduled but not preapproved.

Section 7. An employee electing CT in lieu of pay may not change their election at a later date.

Section 8. CT, when used, shall not affect FLSA obligations.

Section 9. An employee may not accumulate CT in excess of 320 hours in a calendar year. At midnight on December 31st of each year, anyone in excess of the 320 hour cap shall forfeit that excess time and begin the year with 320 hours.

Section 10. Employees may use CT on any recognized holiday, with the exception of Christmas Day, up to a maximum of 3 hours without any reduction of holiday pay.

Section 11. Employees with one (1) year completed service may elect to “cash in” any R-day in exchange for 24 hours of CT. Such “cashed in” time shall not be used during an FLSA period except when an employee has already taken time off in that FLSA period. “Cashed in” time not used by December 31st of each year shall be forfeited.

APPENDIX A

Public Employee Checkoff Authorization and Assignment

I, _____, hereby authorize and direct my employer (City of Niles) every month to deduct from my wages all periodic membership dues as required by IAFF Local 320 or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the Treasurer of IAFF Local 320.

This authorization and assignment is made pursuant to the applicable provisions of the Ohio Revised Code (4117.09(C)) and is in full force and effect to the extent permitted by the Ohio Revised Code.

Name _____

Social Security Number _____

Address _____

City _____ State _____ Zip _____

Signature _____

Hire Date _____

Today's Date _____

APPENDIX B

The City of Niles, by and between its Mayor or his designated representative and _____, employee, agrees as follows;

Whereas, the employee has been disabled during the course of their employment with the City of Niles and has filed a claim for Worker's Compensation Benefits. Said injury having occurred on or about _____ and claim number _____ and

Whereas the employee desires and/or did desire to be paid regular compensation by the employer while the employee is and/or was disabled as the result of the aforesaid injury or illness and has filed with the State of Ohio Bureau of Workers Compensation and with any other compensation fund to which the employer contributes a claim for loss of wages during the employee's disability resulting from such injury or illness.

Now, therefore, it is agreed by the employer and the employee as follows:

That if the employer pays and/or has paid the employee's regular compensation under the terms of the applicable labor agreement during the period of the employee's disability aforesaid, such employee shall reimburse the employer for Workers Compensation received within seven (7) days after receipt of injury-on-duty benefits regarding this specific disability claim.

The employee authorizes a copy of this agreement to be filed with the State Bureau of Worker's Compensation and with any other compensation fund to which the employee has applied and said agency is hereby authorized to carry out the terms and provisions hereof.

City of Niles, Employer

By; _____

Employee

Date; _____

APPENDIX C

City of Niles and IAFF Local 320 Grievance Appeal Form

Step 1

Name of employee _____ Grievance No. _____

Grievant

Classification _____

Date and time grievance occurred _____

Date grievance presented to Chief; Verbal _____

In Writing _____

Description of the incidence giving rise to the grievance.

Articles and Section (s) of the Agreement violated.

Relief requested

_____ Date _____

Employee's Signature

(If group grievance signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group)

APPENDIX D

City of Niles and IAFF Local 320 Grievance Appeal Form

STEP 2

Name of employee _____ Grievance No. _____

Grievant

Classification _____

Date and time grievance occurred _____

Date grievance presented to Mayor _____

Description of the incidence giving rise to the grievance.

Articles and Section (s) of the Agreement violated.

Relief requested

Date

Employee's Signature

(If group grievance signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group)

APPENDIX G

Application For Fifty-Six Hour Work Week City of Niles, Ohio

I, _____ hereby make written application to work a work week averaging fifty-six (56) hours per week. This application shall be for a one (1) year period beginning January 1st through December 31st of 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 Ohio Police & Fire Pension Fund (OPFPF). I further agree that by filing this application I waive all right to Reduction Days (R-Days) as prescribed in Article 19 (Hours of Work). Notwithstanding the aforementioned, I shall be entitled to one (1) Personal Day during the period for which this application is filed.

Signature _____

Date _____

APPENDIX H
Retirement Incentive
Application
(Article 34)

I, _____, who according to the rules and regulations of The Ohio Police & Fire Pension Fund, am eligible to retire three (3) years from the date of this application, do hereby make application for the retirement incentive wage scale for a period of time not to exceed three (3) consecutive calendar years. My wages shall be calculated in accordance with Article 34 of this agreement and shall be for the twenty third (23rd), twenty fourth (24th) and twenty fifth (25th) year and will be computed by the formula shown in the pay scale as per Article 34 (Retirement Incentive). This retirement incentive pay shall be non-pensionable in accordance with the rules of the OP&F Pension Fund. This application shall cover a three year period starting the first pay period in January of 20__ through the last period of the year 20__.

Signed _____

Date _____

SIGNATURE PAGE

Entered into this _____ day of _____, 2013 at Niles, Ohio.

FOR THE CITY

 9/20/13

Ralph A. Infante
Mayor

FOR THE UNION

Robert Murphy Miller
Local 320 President

John Stevens
Local 320 Treasure

In the Matter of Interest Arbitration

Between

SERB Case No. 11-MED-11-1643

IAFF Local 320

Before: Harry Graham

And

The City of Niles, OH.

APPEARANCES: For IAFF Local 320:

Dennis Haines
Green, Haines Sgambati
City Centre One, Suite 800
100 Federal Plaza East
Youngstown, OH 44501

For The City of Niles, OH:

Matthew J. Blair
Blair & Latell
724 Youngstown Rd.
Niles, OH. 44446

INTRODUCTION: Pursuant to the procedures of the Ohio State Employment Relations Board a hearing was held in this matter before Harry Graham. At that hearing the parties indicated a desire to utilize mediation to resolve their differences. That effort was unsuccessful, hence this award.

BACKGROUND: Niles is located in the eastern part of Ohio, close to the major city of the region, Youngstown. That area of the State has been in economic difficulty for many years. Major employers, e.g. Youngstown Sheet and Tube, General Electric, have closed. Others, e.g. Delphi, have sharply reduced their operations in the area. While the proverbial green shoots of economic revival are emerging with the development of

fracking and its attendant supporting industries the region has not experienced the sort of economic health seen elsewhere in the State such as in the Columbus metropolitan area.

The economic situation of the Youngstown area has not by-passed Niles. This is reflected in the finances of the City. From 2008 through 2012 General Fund expenses exceeded revenues. Balances in the Fund have fallen steadily from 2007 through 2012. There is a dedicated Police and Fire fund. Balances in that fund have also fallen and unfortunately reached zero (0) in 2013. Total employees of the City have dropped from 197 in 2007 to 182 presently. Excluding the Chief, employees in the Fire Department have fallen from 30 to 27 in the 2002-2013 period. The economic circumstances of the City are not robust.

It is against that background the parties came to negotiate for a successor to the Agreement that expired at the end of 2011. Agreement was reached on many but not all of the articles found in that Contract.

While the City and the IAFF were negotiating the City was negotiating with other unions as well. In the Police Department the City bargains with the Ohio Patrolmen's Benevolent Association and the Fraternal Order of Police. The former represents the supervisory officers, the latter the patrol officers. The parties in the police negotiations had recourse to Factfinding and Conciliation as provided by statute. Outcomes of the negotiations in those proceedings differed. There is in Niles a variation among the terms of the Agreements in effect in the Police Department. That is not an unusual situation in City service. It is against that background that this proceeding was conducted.

POSITION OF THE UNION: The Union proposes no change in the existing Agreement. No wage increase has occurred since 2008. None is sought by the Union as it is mindful of the fiscal position of the City. Nor is any change proposed by the Union in the fringe benefit package provided to members of this bargaining unit. Under its proposal they would remain unchanged for the duration of the Agreement, to December 31, 2014.

POSITION OF THE EMPLOYER: As noted above, there have been changes in various Agreements in City service. Most particularly police officer clothing allowance was reduced by \$150.00 in the bargaining unit represented by the FOP. The same should apply to this group the City contends. Additionally, there occurred a potential increase of \$100.00 in the amount employees are required to pay towards health insurance. The concept of "potential" is significant because if the City does not experience increased costs in health insurance the \$100.00 payment may not be required of employees. Further, there is in effect a wellness program towards which the City pays \$35.00 per month for employees who participate. That payment remains unchanged in the City proposal and conceptually serves to offset any obligation on behalf of employees towards the health insurance premium. Included as well in the City proposal on health insurance is an immediate change in drug insurance as reflected on page 15 of its pre-hearing statement.

The City is aware that its proposal represents substantial change in the terms of employment for Fire Fighters. In exchange for adoption of its proposal it contemplates a \$450.00 payment to be made to bargaining unit members effective the first pay period of 2014.

DISCUSSION: This proceeding occurred in August, 2013. The term of the Agreement is roughly half completed. The parties will soon be again negotiating to renew it as it concludes on December 31, 2014. In essence, were change to occur it would affect half the life of the Agreement and set the stage for negotiations which are imminent. As set forth above, the Union has proposed no change in the existing Contract. As the parties will soon be at the table this is an attractive proposition.

Important to this proceeding is the fact that the proposal of the Union contemplates no (0%) wage increase for the life of the Agreement. At hearing the Union indicated no general wage increase had occurred since 2008. Thus, no such increase will occur for six years. The Union has accommodated to the deteriorating economic circumstances of Niles.

Relevant to this proceeding is the history of negotiations between the City and its various Unions. Oftentimes it is the case that basic terms and conditions of employment are the same across all employees of an employer. Thus, it is generally the situation that health insurance is the same for all employees. That has not occurred in this situation. There exists a variety of health insurance and other terms, e.g. uniform allowance, in City service. Were it the case that the Firefighters were seeking a benefit different from that extended City-wide it would have a difficult proposition. In this round of negotiations the Union is merely seeking maintenance of the status-quo. Given the different terms applicable to other bargaining units in City service, e.g. those represented by the FOP and the OPBA, its position is reasonable. Had those units secured identical terms the situation would be different.

These parties will soon again be at the table. In labor relations the appeal of stability is strong. As negotiations loom and there are different terms across City service the balance tips to the Union in this proceeding.

AWARD: The proposal of the Union is awarded. There should be no change in the current terms and conditions of the existing Agreement. All tentative agreements of the parties are incorporated into this Award by reference and awarded by the Arbitrator.

Signed and dated this 22nd day of August, 2013 at Solon, OH.



Harry Graham
Arbitrator