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10/21/2013

**AGREEMENT**

**Between**

THE CITY OF WARRENSVILLE HEIGHTS

AND

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1591

**Effective Dates:**

**January 1, 2012 to December 31, 2014**

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**ARTICLE I  
PREAMBLE**

This Agreement is entered by and between the City of Warrensville Heights, hereinafter referred to as "City" or "Employer", and the Association of Warrensville Heights Fire Fighters (Local 1591 of the International Association of Fire Fighters, AFL-CIO), hereinafter referred to as "Union". This Agreement is the entire agreement between the parties, and it supersedes any and all other prior or contemporaneous agreements or contracts.

**ARTICLE II  
RECOGNITION**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees in the Fire Department, excluding the Fire Chief and the Captain, as certified by the State Employment Relations Board.

**ARTICLE III  
UNION DUES, MEMBERSHIP AND ACTIVITIES**

- 3.01 The Employer agrees to deduct dues, fees and assessments, in an amount certified by the Treasurer of the Local Union, from the pay of those employees who have authorized the deductions in writing. The full amount of monthly deductions shall be remitted by the Employer to the Local Union Treasurer within fourteen (14) days after deduction. The Union hereby agrees to indemnify and hold harmless the Employer for any/all liability or damages that may arise from the performance of its obligations under this Article.
- 3.02 Membership in the Union shall be voluntary. Neither the Union nor the Employer shall discriminate against, interfere with, restrain or coerce any employee because of the employee's membership or non-membership in the Union or because of the employee's participation or nonparticipation in lawful Union activities.
- 3.03 All members of the Bargaining Unit, as defined in Article II of this Agreement, shall either: (1) maintain their membership in Local 1591; (2) become members of Local 1591; or (3) pay a monthly service fee to Local 1591 in an amount not to exceed ninety percent (90%) of the regular monthly local dues, as a condition of employment, all in accordance with Section 4117.09 O.R.C.
- 3.04 In the event that a service fee is to be charged to a member of the Bargaining Unit, the Employer shall deduct such fee concurrent with the monthly dues deductions as specified in this Article.

**ARTICLE IV  
UNION LEAVE**

- 4.01** The Union recognizes the operational needs of the Employer, and will cooperate to keep time lost for union business to a minimum.
- 4.02** The president of the Union or the appropriate designee may be granted up to sixty (60) hours of time off with pay from regularly scheduled duty time for the purpose of participating at the regular conferences, seminars, and special meetings sponsored by the Union or the International Association of Fire Fighters, or their affiliates or any other conferences, seminars, or special meetings related to Union activities.
- 4.03** The president of the Union or designee should file a written request with the Fire Chief as soon as practicable. The Fire Chief will grant Union leave provided there is sufficient manpower.
- 4.04** Unused Union leave may accumulate to a maximum of one hundred twenty (120) hours. Any unused leave over one hundred twenty (120) hours which remains on December 31 of each year of the contract will be forfeited.

**ARTICLE V  
MANAGEMENT RIGHTS**

- 5.01** Except as specifically limited by the provisions of this agreement, the City retains the right, as permitted by Ohio Revised Code Section 4117.08(c) to:
1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;
  2. Direct, supervise, evaluate, or hire employees;
  3. Maintain and improve the efficiency and effectiveness of governmental operations;
  4. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
  5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
  6. Determine the adequacy of the work force;
  7. Determine the overall mission of the employer as a unit of government;

8. Effectively manage the work force; and,
  9. Take actions to carry out the mission of the public employer as a governmental unit.
- 5.02** Further, notwithstanding Section 4117.08(c) of the Ohio Revised Code, the Union expressly waives any right it otherwise might have to bargain with the City over the exercise of its rights and powers during the term of this Agreement except for mandatory subjects of bargaining as outlined in 4117.08 of the Ohio Revised Code.
- 5.03** The City of Warrensville Heights and the International Association of Fire Fighters, Local 1591 Employee Alcohol and Drug Testing Policy, dated January 1, 2006 shall be adopted for the duration of this agreement.

#### **ARTICLE VI WORK RULES**

- 6.01** The Union recognizes that the Employer has the right to promulgate reasonable work rules, regulations, policies, and procedures that are not in direct conflict with this Agreement.
- 6.02** The Employer will give at least seventy-two (72) hours advance written notice of the implementation of any new or revised work rule, regulation, policy, or procedure with affects members of the Union. The 72-hour rule will be waived when the immediate implementation of the rule is necessitated for reasons of health, safety and welfare. The Employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the president of the Union.

#### **ARTICLE VII GRIEVANCE PROCEDURE**

- 7.01** It is mutually understood that the prompt presentation, adjustment, and or answering of grievances is desirable in the interest of sound relations between the Employer and the Union. The procedures specified in this Article are intended to provide a system for a fair, expeditious, and orderly adjustment of grievances of Union members in the Fire Department.
- 7.02** The term "grievance" shall mean an allegation by a Union member 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 or any matters not covered by this Agreement.
- 7.03** All grievances must be processed at the proper step in order to be considered at the subsequent steps unless the parties agree otherwise in writing.

- 7.04 Any employee may withdraw a grievance at any point by submitted, in writing, a statement to that effect or by permitting the time requirements at each step to lapse without further appeal. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer. Such resolution by default will not constitute precedent for either party.
- 7.05 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 by mutual consent of the parties.
- 7.06 All grievances should be filed using the grievance form as presented at Appendix A and provide the following information to be considered:
- A. Grievied employee's name and signature;
  - B. Grievied employee's position;
  - C. Date grievance was filed in writing;
  - D. Date and time grievance occurred;
  - E. Location where grievance occurred;
  - F. Description of incident giving rise to the grievance;
  - G. Specific articles and sections of the Agreement which are implicated; and
  - H. Desired remedy to resolve the grievance.
- 7.07 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 schedule. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

**Step 1: Fire Chief**

A Union member having a grievance will reduce it to writing and present the written grievance to the Chief of the Fire Department within ten (10) days of the incident giving rise to the grievance, or within ten (10) days when the member first learned of the incident or reasonably should have known. The Chief or appropriate designee, shall discuss the grievance with the Union member and respond in writing to the grievance within ten (10) days.

**Step 2: Mayor**

If the grievance is not satisfactorily settled in Step 1, the grievant may file an appeal with the Mayor within ten (10) days after its decision. Such appeal shall be in writing, shall include a

copy of the original grievance, and shall specify the reason why the grievant believes the Step 1 answer is in error. The Mayor shall have ten (10) days in which to schedule a meeting with the grieved employee and the appropriate Union representative. The Mayor shall investigate and respond to the grievant and appropriate Union representative within ten (10) days following the meeting.

### **Step 3: Arbitration**

If the grievance is not satisfactorily settled in Step 2, the grievance shall be submitted to the Union. The Union will then review the merits of the grievance and decide, no later than ten (10) days after the Employer's Step 1 answer was issued, whether or not to recommend further appeal. Should the Union decide to process the grievance further, the Union may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted to the Mayor within ten (10) days following the date the Grievance was answered in Step 2. In the event the grievance is not referred to arbitration within the limits prescribed, the grievance shall be considered resolved, based upon the Step 2 reply. The arbitration of grievances will proceed under the following guidelines:

- A. There is hereby established a permanent panel of arbitrators which has been mutually selected by the parties. The permanent panel consists of the following arbitrators:
  1. Anna Duval Smith
  2. Dennis Minni
  3. Nels Nelson
  4. Harry Graham
  5. Jerry Fullmer
- B. Within ten (10) days the City and Union will meet to mutually select one of the permanent panel names or agreed upon AAA arbitrator. On the eleventh day, if a name has not been selected, names will be alternately struck until only one remains. The Union shall have the first strike. If any arbitrators on the foregoing list choose not to serve or become unable to serve, the parties will mutually select a replacement. All procedures relative to the hearing shall be in accordance with the rules and regulations of the American Arbitration Association.
- C. The arbitrator shall issue a decision within thirty (30) days after the hearing is closed. The arbitrator shall limit the decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the 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, nor add to, subtract from, or modify the language therein in arriving at a determination on any issue presented that is properly within the limitations expressed herein. The arbitrator is expressly confined to the precise issue

submitted for arbitration and shall have no authority to determine any other issues not specifically related or to submit observations or declarations of opinion which are not directly essential in reaching a decision.

- D. 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, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.
  - E. The question of arbitrability of a grievance may be raised by either party at the commencement of the arbitration hearing on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
  - F. The decision of the arbitrator shall be final and binding upon the Union, the member, and the Employer. Unless other payment arrangements are mutually agreed upon prior to arbitration, each party shall bear the expense of prepare and presenting its own case. The compensation and expenses of the arbitrator, hearing room expense (if any), the costs of a report and transcript (if mutually requested), and the incident expenses of arbitration mutually agreed to in advance, shall be borne by the losing party of such arbitration. The arbitrator shall identify the losing party.
- 7.08** A grievance may be brought by any member covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affected several members in the same manner, the group will be collectively represented by the Union.
- 7.09** Any grievance that originates from a level above Step 1 of the grievance procedure may be submitted directly to the step or level from which it originates. No grievance can originate at a level subsequent to Step 2 except with express agreement of the parties.
- 7.10** For the purpose of this Article, days shall be defined as consecutive days, excluding Saturdays, Sundays, and holidays as defined herein.
- 7.11** In the event a step in the grievance procedure is vacant, grievances presented to the vacant step will proceed to the next step, without any loss of time, to be answered by the supervisor next in the grievance procedure.

**ARTICLE VIII  
DISCIPLINE**

- 8.01** A non-probationary employee may be disciplined for just cause. A non-probationary employee who is to be suspended, demoted, disciplined or discharged shall be given reasonable written notice regarding the reason(s) for the disciplinary action and an opportunity to respond to the charges before the action becomes effective. In the case of suspension or discharge, the employee shall be advised of the act of misconduct and permitted to confer with the representative of the Union. The Chief will conduct a hearing within ten (10) days of receipt of the charges at which the member may respond to the charges and be represented by the Union. The Chief will issue his decision within ten (10) days after the hearing.
- 8.02** If the member is dissatisfied with the decision of the Chief, an appeal may be taken pursuant to the grievance procedure at Step 2 within ten (10) days of the decision of the Chief and proceed through binding arbitration.

**ARTICLE IX  
REDUCTION IN FORCE**

- 9.01** The employer reserves the right to reduce the size of the work force for lack of work, lack of funds, or reasonable good cause, consistent with Ohio Revised Code Section 124.321.
- 9.02** In the event of personnel reductions the employee with the least seniority shall be laid off first. Employees shall be recalled in order of seniority. An employee who has been laid off shall be subject to recall for a period of three (3) years.

**ARTICLE X  
TRANSFER AND ASSIGNMENT**

- 10.01** The Employer reserves the exclusive right to assign and transfer members. A transferred member must maintain at least forty-eight (48) hours off-duty between shifts, except in cases of emergency where health, safety and/or protection of the community is involved.
- 10.02** If a member requests a shift change, the Fire Chief shall consider the request and have a meeting with the member or issue a written response within ten (10) days of receiving the employee's request.

**ARTICLE XI  
WAGES**

- 11.01** Members will be paid according to their rank at the annual rates established by the salary schedule set forth at Section 11.13.

- 11.02** The respective sums shall be paid in twenty-six (26) substantially equal installments per year.
- 11.03** Paychecks will be issued on designated Fridays at 0800, unless otherwise agreed to in advance between the Employer and the Union.
- 11.04** The City agrees to compensate each First Class Fire Fighter, temporarily assigned as an "Officer-in-Charge", or "Platoon Officer" (OIC Pay), at an additional payment of two dollars (\$2.00) per hour.
- 11.05** In order to be entitled to OIC pay, the officer must be officially designated as "Officer-in-Charge" and/or "Platoon Officer", by the Fire Chief, Captain, Lieutenants, and/or Mayor or Safety Director. The designation shall be noted in the Platoon Log Records. The additional compensation shall be paid on the first pay of March, for the prior completed calendar year.
- 11.06** All members certified as Advanced EMTI (Intermediate) hired before January 1, 2003 shall be paid thirteen hundred dollars (\$1,300.00) annually, in equal installments of six hundred fifty dollars (\$650.00) on the first pay dates in April and September.
- 11.07** All members certified as EMT-P or allowed to practice as an EMT-P via medical control shall receive two thousand three hundred dollars (\$2,300.00) annually, payable by the City in equal installments of eleven hundred and fifty dollars (\$1,150.00) the first pay dates in April and September.
- 11.08** All members certified in the handling of hazardous materials through a recognized training program, hereinafter "HAZMAT Technician" hired before January 1, 2003 shall be paid an additional six hundred fifty dollars (\$650.00) annually, in equal installments of three hundred twenty-five dollars (\$325.00) on the first pay dates in April and September.
- 11.09** All members certified as a specialist in the handling of hazardous materials through a recognized training program (hereinafter "HAZMAT Specialist") – or similar name – hired before January 1, 2003 shall be paid an additional six hundred fifty dollars (\$650.00) annually, in equal installments of three hundred twenty-five dollars (\$325.00) on the first pay dates in April and September.
- 11.10** As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund, the Employer agrees to continue the "salary reduction" method for pension "pick-up", as was done in the prior collective bargaining agreement.
- 11.11** The employee's gross pay will be reduced by the employee's contribution rate, which amount will be forwarded to PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be income reported on the employee's W-2 form, thus deferring taxes and the pension contribution and increasing the employee's take home pay.

11.12 A rank differential is hereby established for the rank of Lieutenant. The rank differential will be ten percent (10%).

11.13 Wages for the period of this contract will be as follows:

<b>Rank Officer</b>	<b>Effective 01/01/12 (no increase)</b>	<b>Effective 01/01/13 (no increase)</b>	<b>Effective 01/01/14 (3%)</b>
<b>Lieutenant</b>	\$71,836	\$71,836	\$73,991.08
<b>Fire Fighter First Class</b>	\$65,305	\$65,305	\$67,264.15
<b>Second Class (Second Year Probation)</b>	\$52,688	\$52,688	\$54,268.64
<b>Third Class (Second Six Months Probation)</b>	\$41,557	\$41,557	\$42,803.71
<b>Fourth Class (First Six Months Probation)</b>	\$35,621	\$35,621	\$36,689.63

11.14 Any fire Fighter or Lieutenant who provides service in the capacity of "Fire Inspector" shall receive compensation at such party's then current rank; and, an additional sum amounting to three percent (3%) to five percent (5%) in excess of the computation applying to such rank.

11.15 The Mayor/Safety Director may employ a starting Fire Fighter at either the first, second, third, or fourth class rate when appropriate on the basis of prior service and/or training.

11.16 Any member(s) performing the role of EMS Coordinator shall receive an additional sum of six hundred dollars (\$600.00) annually, in equal installments of three hundred dollars (\$300.00) on the first pay dates in April and September. This position shall be open to all members certified as an EMT-P as listed in article 11.07 and will be filled via a bidding process. The Chief of the department shall select a member(s) from a list of those who have bid for the position.

## **ARTICLE XII LONGEVITY**

12.01 Members shall be paid an additional one percent (1%) of base salary upon commencement of the second and third full years of service. Longevity shall increase

thereafter by one-half percent (1/2%) upon commencement of every even year thereafter until the twentieth year. Upon the completion of the nineteenth year, the following table shall apply:

The Commencement of Year 20 Increase to 6%

The Commencement of Year 24 Increase to 7%

The Commencement of Year 25 and thereafter Increase to 8%

- 12.02** In determining the length of employment, the anniversary date shall be the hiring date. Longevity payments will be increased on January 1<sup>st</sup> preceding the anniversary.

### **ARTICLE XIII VACATIONS**

- 13.01** Each member of the collective bargaining unit shall be eligible for paid vacation as follows:

- A. Five (5) tours after completion of one (1) year full-time service.
- B. Eight (8) tours after completion of five (5) years of full-time service.
- C. Ten (10) tours after completion of eleven (11) years of full-time service.
- D. Thirteen (13) tours after completion of sixteen (16) years of full-time service.
- E. Fifteen (15) tours after completion of twenty-two (22) years of full-time service.

Employees hired on or after May 1, 2013 shall be eligible for paid vacation as follows:

- A. Four (4) tours after completion of one (1) year full-time service.
- B. Seven (7) tours after completion of five (5) years of full-time service.
- C. Nine (9) tours after completion of eleven (11) years of full-time service.
- D. Eleven (11) tours after completion of sixteen (16) years of full-time service.
- E. Thirteen (13) tours after completion of twenty-two (22) years of full-time service.

- 13.02** Vacation time will be determined by the member's hiring date with the City of Warrensville Heights. The member must have completed the number of years indicated above to be entitled to the vacation allotment for that period. Any member hired prior to July 1, 1990 shall have prior public service calculated into vacation credits after showing satisfactory proof thereof.

- 13.03 Vacations shall be selected by rank and seniority. For all members hired after January 1, 2000, any prior fire service with another municipality is excluded from the computation of vacation time unless waived by the appointing authority at the time of hire. Vacation choices are subject to the Employer's determination as to personnel and specialty requirements. Except in extenuating circumstances, vacation periods shall be chosen by January 15 of each year, and submitted to the Fire Chief for initial approval, and the Safety Director for final approval, by January 31<sup>st</sup> of each year.
- 13.04 Any member separating from the City for any reason shall be paid for all banked vacation leave at the rate of pay in effect upon termination.
- 13.05 Each member hired prior to May 1, 2013 is required to take at least five (5) tours of vacation time. Each member hired on or after May 1, 2013 is required to take at least four (4) tours of vacation time. Members, who are entitled to eight (8) tours of vacation time or less, may waive up to three (3) tours of vacation, convert them to cash and work as scheduled. Members entitled to ten (10) or more tours may convert up to five (5) tours to cash and work as scheduled. Payment will be via separate check on the second payroll of June.
- 13.06 Unused vacation may be reserved in a vacation bank up to a maximum of five (5) tours or 120 hours. Any vacation time remaining after December 31 of each year, not used or waived as set forth above, will be forfeited. Carryover of vacation will be permitted by the Chief only in emergency situations where increased staffing is essential.

**ARTICLE XIV  
HOLIDAYS**

- 14.01 Each member shall be entitled to eleven (11) paid holidays.
- 14.02 Holidays shall be paid on the basis of one (1) paid holiday equaling one (1) tour of duty.
- 14.03 The paid holidays are as follows:
 

New Year's Day	Labor Day	Thanksgiving Day
Good Friday	Christmas Eve	Easter Sunday
Christmas Day	Memorial Day	Martin Luther King, Jr. Day
Fourth of July	Presidents' Day	
- 14.04 Members wishing to take a day off as a holiday must submit written notice to the Chief no sooner than sixty (60) days prior to the requested date.
- 14.05 Authorization: Approval or disapproval must follow within three (3) calendar days after filing the request. If denied, the reason for disapproval must be stated. Approval can be

revoked if the denial is reasonably necessary for the health, safety and welfare of the City.

- 14.06** Unused holiday time can be placed in a holiday time bank up to a maximum of two hundred forty (240) hours (10 tours). Holiday time not taken in December or waived as set forth below is forfeited. Members may waive up to a maximum of four (4) tours of holiday time per year, be paid in cash and work as scheduled. Payment will be via separate check on the second pay of June.
- 14.07** All fire personnel on duty for any of the above holidays (except for Presidents' Day) shall be credited up to twelve (12) hours of comp time at a rate of one (1) hour comp time for each two (2) hours of work. Said credit shall be deposited into employee's compensatory time bank in accordance with Article XV, Section 15.04.
- 14.08** For purposes of the benefit outlined in Section 7 above, a holiday shall be deemed to commence at 0800 hours the day of the holiday to 0800 hours the following day.
- 14.09** Any member separating from the City for any reason shall be paid for all unused holiday time. Holiday time earned in the year of separation will be paid in full and will not affect the member's holiday bank total.

#### **ARTICLE XV OVERTIME**

- 15.01** Overtime compensation shall be paid as required by the Fair Labor Standards Act.
- 15.02** Overtime compensation earned must be paid no later than the second succeeding pay period from which it is earned.
- 15.03** Members earning overtime compensation shall have the option of receiving cash or banking their time in their compensatory time back at the rate of time and one-half (1 ½) for each hour worked.
- 15.04** Employees may bank a maximum of two hundred forty (240) straight time hours in the compensatory time bank. All overtime worked after employee's compensation bank reaches two hundred forty (240) straight time hours must be paid in cash. All employees shall be given a record of accumulated compensatory time by the 28<sup>th</sup> day of February of each calendar year.
- 15.05** Any member separating from the City for any reason shall be paid in cash for all unused compensatory time. Comp time earned in the year of separation will be paid in full and will not affect the member's compensatory bank total.

**ARTICLE XVI  
REPORTING AND CALL BACK PAY**

- 16.01** Any member of the Department required to report for duty during non-scheduled time shall be compensated at the then-existing overtime rate of pay for all hours worked, but shall not receive less than three (3) hours pay. The City reserves the right to implement rules and regulations relating to this subject except for the amount of paid time required.

**ARTICLE XVII  
HOURS OF WORK**

- 17.01** All members assigned to fire suppression and emergency medical service shall work a forty-nine and seven-tenths (49.7) hour average workweek. The average week will be based on a twenty-seven (27) day cycle comprised of one hundred ninety-two (192) hours. The tour of duty shall be twenty-four (24) hours on followed by forty-eight (48) hours off duty. The twenty-four (24) hour shift shall commence at 0800 hours.
- 17.02** Paid time off (i.e., holidays, sick time, and vacation) shall be considered as hours worked. Overtime shall be paid for hours worked beyond those in the regular scheduled cycle.

**ARTICLE XVIII  
INSURANCE**

- 18.01** The City shall continue to pay the full cost of monthly premiums for the plan provided to all employees through December 31, 2013. Effective January 1, 2014, employees shall pay, on a monthly basis, ten percent (10%) of the City's cost for insurance coverage (hospitalization, prescription drug, dental and vision). However, the employee's monthly contribution shall not exceed \$70/month for single coverage and \$183/month for family coverage. Employees shall continue to pay all applicable co-payments/office visit and other associated out-of-pocket cost charges, in addition to the deductible applicable for single or family coverage, up to a maximum annual deductible of Seven Hundred Fifty Dollars (\$750.00) for single coverage and One Thousand Five Hundred Dollars ((\$1,500.00) deductible for family coverage. The City shall have the right to change providers; however, the current levels of coverage shall be maintained for the duration of the Agreement.
- 18.02** The City shall not be obligated to provide hospitalization coverage to a member who is covered under another comprehensive health insurance plan, or is absent from employment without justifiable reason or excuse for a period of three (3) tours or more.
- 18.03** The City shall pay the premium, for a convertible Life Insurance Policy in the face value of forty thousand dollars (\$40,000.00).

- 18.04** The parties agree that any time during this contract either may reopen this Article if the Federal Government imposes or substantially impacts Hospitalization by the enactment of Health Care Reform.
- 18.05** It is agreed that the Employer may make inquiries into the cost of comparable insurance from other carriers regarding health insurance. The Employer may change carriers if a new policy provides same or similar benefits at a lower cost. The Employer will consult with the Union before any change is made.
- 18.06** The City reserves the right to implement a Health Savings Account (“HAS”) plan which employees may enroll in at their option.
- 18.07** Each bargaining unit shall select one (1) representative to a Health Insurance Committee. The Mayor shall appoint two (2) additional members. The committee shall explore options for health insurance and make recommendations to the City and the Union regarding plan design and employee premium contributions.

**ARTICLE XIX  
JURY DUTY**

- 19.01** Any member who is called for jury duty or subpoenaed as a witness in any legal proceeding arising from service with the City, shall not incur loss of income less any compensation received from the court.

**ARTICLE XX  
SICK LEAVE**

- 20.01** All full-time members shall earn sick leave at the rate of one hundred sixty eight (168) hours per year and may accumulate sick leave without limit provided, the member is in full pay status for at least twenty (20) work days during each month. The Employer shall, by the 28<sup>th</sup> of February of each year, notify all members of accumulated and used sick leave.
- 20.02** Sick leave taken by a member will be deducted from the member’s sick leave bank on an hour-for-hour basis.
- 20.03** Upon retirement or termination of employment (except termination for cause), employees shall receive 1,080 hours of the first 2,880 hours accumulated (or 37.5%) of accumulated time under 2,880 hours at the rate of pay in effect upon termination or retirement.
- 20.04** The City will adopt a “Sick Leave Incentive Program” for non-use of sick leave time which will pay a cash bonus for not using sick leave as follows:
1. Six hundred sixty dollars (\$660.00), if only one (1) sick day or less is used in the preceding calendar year.

2. Four hundred forty dollars (\$440.00), if two (2) or less sick days are used in the calendar year.
3. Two hundred twenty dollars (\$220.00) dollars, if three (3) or less sick days are used in the calendar year.
4. No remuneration, will be payable if more than three (3) sick days are used in the preceding calendar year.
5. An on-duty injury is not counted against the Sick Leave Bonus Program.

Sick Leave Incentive Program compensation earned shall be payable in the second payroll in February.

- 20.05** Any full-time member utilizing three (3) consecutive sick days for illness or injury must be seen by a Physician and released to return to work. Exceptions due to extenuating circumstances may be granted at the Fire Chief's discretion.
- 20.06** Extended periods of leave, be it sick leave, or injury leave, will not occupy a space on the shift time-off calendar. Sick or injury leave will be considered "extended" when the leave is of a period longer than three consecutive shift days and is placed on the calendar prior to the actual date of said leave. This rule will apply to only one time-off space per shift and will not be enacted until the completion of the third consecutive shift of leave. Overtime will be required to fill this spot when manpower is affected. Members must apply at least one day in advance for time off on shift days that are occupied by extended leave.

## ARTICLE XXI FUNERAL, INJURY, AND MILITARY LEAVE

- 21.01** Funeral Leave: After a six (6) month period of continuous full-time service a member shall be entitled to three (3) calendar days for funeral leave, with pay, on the death of a person in the member's immediate family. "Immediate family" shall be defined as members and their spouse's parents, siblings, grandparents and grandchildren.
- 21.02** Members are entitled to two (2) paid tours of duty upon the death of a spouse or child. Additional time off may be granted at the discretion of the Fire Chief.
- 21.03** Permission to attend any funeral service for individuals not defined herein may be requested by a Fire Fighter subject to the discretion of the Fire Chief or Safety Director.
- 21.04** Injury Leave: A member injured in the line of duty while actually working for the Employer, shall be eligible for paid leave not to exceed one hundred twenty (120) calendar days. The member shall file for Workers' Compensation at the Employer's request and assigns to the Employer the temporary total benefits he receives as weekly compensation from the Ohio Workers' Compensation Fund.

- 21.05** If at the end of the one hundred twenty (120) day period the member is still disabled, leave may be extended for an additional ninety (90) calendar day period, at the Employer's sole discretion.
- 21.06** The Employer may require the member to take a physical exam administered by a physician appointed and paid by the Employer as a condition precedent to the member receiving any benefits under this Article. The designated physician's opinion shall govern whether the member is actually disabled from working. The opinion shall not govern whether the Employer shall extend the period of leave.
- 21.07** Special Injury Leave: When a member contracts Acquired Immune Deficiency Syndrome he shall be compensated the difference between the disability pension awarded by the Police and Fireman's Disability and Pension Fund and the base salary the member would have earned until the member reached twenty-five (25) years of service or the member's date of death, unless the City can establish that the virus was contracted outside of any fire-fighting or EMS service.
- 21.08** Military Leave: Any employee who is a member of an organized militia as described in the Ohio Revised Code shall be permitted time off without loss of pay or benefit up to 176 hours per year or to the extent outlined in the Ohio Revised Code Section 5923.05, whichever is greater.

## **ARTICLE XXII CLOTHING AND MAINTENANCE ALLOWANCE**

- 22.01** Each Fire Fighter shall be entitled to five hundred dollars (\$500.00) a year clothing allowance in addition to the sum of seven hundred dollars (\$700.00) per year as a clothing maintenance allowance.
- 22.02** Any clothing allowance not fully utilized during any one (1) year, may be carried over as a credit for the Fire Fighter to the immediate next succeeding year, during which it must be used or forfeited.
- 22.03** Clothing maintenance allowance shall be paid in equal installments on the first pay in June and December of each year.
- 22.04** All newly hired members shall be entitled to clothing allowance of nine hundred dollars (\$900.00) for the first year, in addition to the seven hundred dollars (\$700.00) per year clothing maintenance allowance. Additional money may be approved by the Mayor if a Fire Fighter is unable to purchase all necessary clothing for nine hundred dollars (\$900.00).
- 22.05** Any probationary member leaving the Department for any reason within two (2) years from the date of appointment shall reimburse the City for all monies expended in the purchase of clothing upon termination of employment. The City is authorized to deduct

any monies it advanced or paid for such Fire Fighter's clothing from any pay or allowance due the employee.

- 22.06** Any member leaving the Department for any reason within three (3) years from the date of appointment shall, upon termination of employment, reimburse the City for one-half (½) of all monies expended in the purchase of defined turnout gear. The City shall be authorized to deduct from any pay or allowance due the employee, any monies advanced or paid for Fire Fighter's clothing. The City shall supply at its cost all Turn-Out-Gear (Boots, Bunker Pants, Bunker Coat, Helmet with Shield, Gloves, Suspenders, and Nomex Hood) and, from time-to-time, as authorized by the council, replace any such gear determined to require replacement due to normal wear and tear.
- 22.07** Any personal fire equipment, clothing or gear, damaged in the performance of official duty, shall be replaced by the City upon presentation of claim to the Fire Chief. The claim must be accompanied by satisfactory proof of damage. All Fire Turn Out Gear shall be generally consistent with standards as set and determined by the National Fire Prevention Authority (NFPA), or comparable thereto at the City's discretion.
- 22.08** Any member promoted to a higher rank shall be paid a one (1) time payment of two hundred dollars (\$200.00), for the purchase of new clothing, cap, and/or uniform(s) as may be needed to provide the member with proper identification of new rank.

### **ARTICLE XXIII RETIREMENT BANK**

- 23.01** A member that is retiring/separating from the City will be provided at the time of separation with a total accounting of all hours that are in their comp time, holiday time, vacation time and retirement banks.
- 23.02** Upon separation, any employee with accumulated holiday, vacation, compensatory time or other hours as permitted by contract, will have it added to their retirement bank and will be paid cash according to the following schedule:
- A. If over forty thousand dollars (\$40,000) worth of time the member will receive twenty thousand dollars (\$20,000) at separation and twenty thousand dollars (\$20,000) at the end of one (1) year, and will be paid fully at the conclusion of two (2) years.
  - B. If over twenty thousand dollars (\$20,000), the employee will be paid twenty thousand dollars (\$20,000) at separation and will be paid fully at the end of one (1) year.
  - C. If under twenty thousand dollars (\$20,000), the entire amount will be paid on separation.

- 23.03** Any member who is compensated under this provision will be paid within thirty (30) days of separation and within (30) days of the anniversary of separation.
- 23.04** Any member with time in the retirement bank may submit a request to the Mayor to convert up to three hundred (300) hours to cash once each calendar year. The retirement bank will be reduced by the number of hours converted to cash. The request will be granted as long as it does not place undue strain upon the City's budget. The decision of the Mayor on this request is final and not subject to the grievance procedure.

#### **ARTICLE XXIV LIGHT DUTY**

- 24.01** Any member who has been off duty for a period of thirty (30) calendar days and is receiving approved sick benefits or injury leave pursuant to Article XXI may request, or be required, to return to work to perform light duty. Members will not be permitted to perform light duty unless approved by a medical practitioner. Light duty will include, but not be limited to: clerical work, dispatching, light cleaning and maintenance and performing or assisting with inspection services as permitted by certification.
- 24.02** A member will only be permitted to perform light duty for a period of ninety (90) calendar days. Upon completion, a member will be permitted to apply for an additional thirty (30) days of light duty. The application will be granted if accompanied by evidence indicating a reasonable assurance that the member will be able to return to full active service at the expiration of that time. A decision to deny the extension is final and not subject to the grievance procedure.
- 24.03** A member on light duty may work the same hours and schedule as does any full-time active member as set forth in Article XVII; notwithstanding same, the Fire Chief reserves the right to set hours for members on light duty at his sole discretion.
- 24.04** This Article does not become effective until this contract is fully executed by the Employer and the Union.

#### **ARTICLE XXV PREGNANCY AND MATERNITY LEAVE**

- 25.01** Any member who becomes pregnant shall submit to the Fire Chief a written statement from her personal physician specifying the estimated delivery date, the estimated date that the employee should be assigned to non-fire suppression/emergency medical service work assignments, the estimated date that the employee should cease all work assignments and the approximate date following delivery that the employee will be able to return to work.
- 25.02** If during the course of the pregnancy these estimated dates are revised by her personal physician, such revision shall also be submitted to the Fire Chief in a written statement.

- 25.03** Non-fire suppression / EMS assignment shall begin when directed by the member's physician and the Fire Chief. The affected member shall be temporarily reassigned, by the Fire Chief, to those duties deemed appropriate for the condition of the member at any particular time during the pregnancy. During reassignment of the member member's salary and benefits shall not be reduced, except that she shall not be eligible to work shift overtime, accrue or use FLSA days, or participate in trade-of-time. Reassignment from regular shift responsibilities, on a temporary basis, shall begin when one of the following occurs:
- A. It has been determined by the employee's physician that to continue working regular shift assignments will jeopardize the health and well-being of the employee and her unborn child;
  - B. The member, herself, requests reassignment during the pregnancy;
  - C. The member is no longer able to perform regular shift assignments safely and efficiently.
- 25.04** Maternity leave shall take effect on the date specified by her physician in the written statement submitted to the Fire Chief. The Fire Chief reserves the right to initiate a leave of absence if the employee's attendance, quality, and quantity of work are adversely affected by the pregnancy.
- 25.05** The member shall be permitted to use accumulated sick leave, vacation leave, holiday leave, compensatory time, sick leave bonus time and/or all accumulated personal time during the period of time that the member is certified by her physician as being unable to perform the duties of a Fire Fighter, or those non-fire suppression / EMS duties to which she has been reassigned by the Fire Chief, as a result of pregnancy, childbirth or related medical conditions.
- 25.06** The member who has exhausted her accumulated sick leave, vacation time, holiday leave, comp time and sick leave bonus shall be considered to be on leave of absence without pay for the remainder of time she is unable to return to work.
- 25.07** Members shall continue to accrue all benefits and seniority during the temporary work reassignment and/or maternity leave as if she was working her regular assignment.
- 25.08** Following childbirth, the member may choose to remain on maternity leave for a maximum of ninety (90) days.
- 25.09** Upon termination of the pregnancy, or following childbirth, the member shall present to the Fire Chief a written statement from her personal physician indicating fitness, with no restrictions, to return to full duty assignment.

**ARTICLE XXVI  
SAVINGS CLAUSE**

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

**ARTICLE XXVII  
MISCELLANEOUS**

- 27.01** Gender: Whenever a male pronoun is used or reference to gender is made, it shall be construed to include male and female members of the Union except in Article XXIII.
- 27.02** Bulletin Board Space: The Employer shall designate a space for a bulletin board in the Fire House for use by the Union. Political, obscene or insulting material shall not be posted.
- 27.03** Appendices and Amendments: All appendices and amendments of this Agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.
- 27.04** Printing and Supplying: This Agreement and any further Agreement shall be printed and supplied to each member, the cost to be equally shared by the City and the Union.
- 27.05** The City will offer, at no cost to the employees, the opportunity to receive the "Hepatitis B Vaccine" before assignment to rescue squad service.

**ARTICLE XXVIII  
LABOR MANAGEMENT COMMITTEE**

- 28.01** In the interest of sound labor/management relations, and upon the written request of the Employer or the Union president, once each quarter, the Mayor, Fire Chief, and/or Finance Director, shall meet with not more than three (3) representatives of the Union to discuss issues of mutual labor/management interest.
- 28.02** The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of scheduled meetings. The agenda, if provided by the Union, shall include the names of the Union representatives who will be attending. The purpose of such meeting shall be to:
- A. Discuss the administration of this Agreement;
  - B. Notify the Union of changes made by the Fire Chief which affect the Union;

- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improvement of efficiency; and
- F. To consider and discuss health and safety matters relating to Union members.

**28.03** It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

#### **ARTICLE XXIX DURATION OF AGREEMENT**

- 29.01** This contract represents the complete agreement on all matters subject to bargaining between the Employer and the Union. Except as otherwise noted herein, it shall become effective upon ratification for the period January 1, 2012 to December 31, 2014. If either party desires to make changes in the Agreement for a period subsequent to its expiration, notice of such a desire shall be given prior to October 1, 2014. If no notice seeking modification is given, then the Agreement shall remain in effect for another year.
- 29.02** For the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.
- 29.03** This Agreement shall be subject to and subordinate to any present and future Federal or State laws, and the invalidity of any provision of this Agreement by reason of any such existing or future law or regulation shall not affect the validity of the surviving portions. Further, this Section shall not be applied to invalidate any provision where the parties to the Agreement, acting pursuant to Section 4117.10 of the Ohio Revised Code, intentionally negotiated procedures at variance with State Law or Civil Service procedures, rules and regulations, with any rule and regulation not to be inconsistent with this Agreement.

**ARTICLE XXX  
PREVAILING RIGHTS**

**30.01** The City and Union shall continue to cooperate to the fullest, to assure, where possible, a continuation of those activities, rights, duties and obligations not inconsistent with, or altered, amended, or rescinded, by this Agreement.

**ARTICLE XXXI  
EXECUTION**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

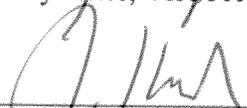
**FOR THE UNION:**

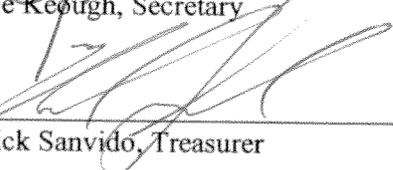
**ASSOCIATION OF WARRENSVILLE  
HEIGHTS FIRE FIGHTERS**

Local 1591 of the International Association  
of Firefighters

  
\_\_\_\_\_  
Michael Petti, President

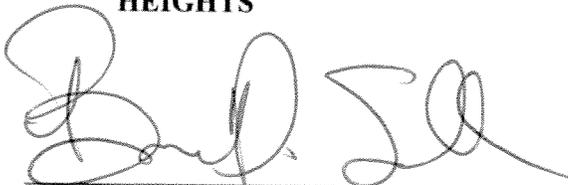
  
\_\_\_\_\_  
Benny Jones, Vice President

  
\_\_\_\_\_  
Joe Keough, Secretary

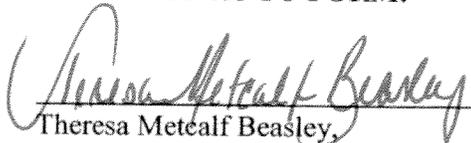
  
\_\_\_\_\_  
Nick Sanvido, Treasurer

**FOR THE CITY:**

**THE CITY OF WARRENSVILLE  
HEIGHTS**

  
\_\_\_\_\_  
Bradley D. Sellers, Mayor

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Theresa Metcalf Beasley,  
Law Director

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