

K# 29340

Ord. No. 09-13

Exhibit "A"

12-MED-06-0647

0092-04

A

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF CONNEAUT, OHIO

and

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,

LOCAL 651, AFL-CIO

EFFECTIVE: JANUARY 1, 2013

EXPIRES: DECEMBER 31, 2015

STATE OF OHIO
COUNTY OF CUYAHOGA
NOV 13 2012 10 25 22

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PREAMBLE

This Agreement is hereby entered into by and between the City of Conneaut, Ohio, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, Local 651 AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE

1.01 It is the intent and purpose of this agreement between the City and the Union members to promote and insure a spirit of confidence and cooperation; to set forth the general policy of the City on personnel and procedures; to establish uniform and equitable rates of pay and hours of work; and to provide a method for the redress of any grievance.

1.02 The Union recognizes the rights of management to govern its employees. Those rights as addressed in O.R.C. 4117.08:

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 as outlined herein;
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;
9. Take action to carry out the mission of the public employer as a governmental unit.

1.03 In entering into this agreement, the Employer does not relinquish any of its rights, responsibilities and requirements provided under the laws of the Employer, the State of Ohio and the United States as a municipality and as an employer. The agreement does not and shall not circumvent any of the lawful rights, responsibilities and requirements of the Employer.

1.04 The Union recognizes the exclusive right of the Employer to establish reasonable work rules. Such rules may be established by the Fire Chief and/or the City Manager or their appropriate designee. Any unreasonable rule or regulation may be subject to the Grievance Procedure.

1.05 The Employer shall have the right to determine reasonable work schedules and determine methods and processes by which the work shall be performed. The Employer shall have the right to schedule and require any overtime work which the Employer determines is necessary and consistent with the requirements of the Fire Division's efficiency and operation so as to serve the best interest of the community and the citizenry.

1.06 It is understood by both parties that every incidental duty and responsibility connected with a position is not always specifically enumerated in a job description. Nevertheless, it is intended that all incidental duties related to fire fighting, fire rescue, fire prevention and emergency medical services shall be performed by the employees as required.

ARTICLE 2 RECOGNITION

2.01 The management of the City of Conneaut recognizes Local #651, Conneaut Fire Fighters Association, affiliated with the AFL-CIO through the International Association of Fire Fighters, and through the Ohio AFL-CIO, as the sole representative of the Conneaut Fire Division, on behalf of all full-time career firefighters, excluding the Fire Chief. Any new positions created within the Division shall be by mutual agreement between the parties. New positions that the parties cannot agree upon shall be submitted to the SERB for final determination.

ARTICLE 3 NON-DISCRIMINATION

3.01 The Employer and Union agree that neither will discriminate against any employee on the basis of race, color, sex, religion, national origin, age, disability or Union membership.

ARTICLE 4 DISCIPLINARY

4.01 Disciplinary actions taken against an employee shall cease to have force and effect in accordance with the following schedule and provided there is no intervening discipline or discipline for a like or similar offense:

Verbal Reprimand	After six (6) months
Written Reprimand	After twelve (12) months
Suspension of three (3) days or less	After twenty-four (24) months
Suspension of more than three (3) days	After thirty-six (36) months

ARTICLE 5 GRIEVANCE PROCEDURE

5.01 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the Employer or the Union which tend to impair or weaken the grievance procedure are improper.

5.02 A "grievance" is a dispute or difference between the Employer and Union, or between the Employer and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement, including suspension or discharge, and when any such grievance arises, the following procedure shall be observed. This definition of a "grievance" does not bar the grievant from citing a longstanding, broad based past practice to support the allegation that the Employer has violated a specific provision of this Agreement.

Step 1 The Union President or his authorized representative, with the aggrieved employee, shall take up the grievance or dispute with the department head and city manager within ten (10) business days of the grievance or his knowledge of its occurrence. The department head and city manager shall meet with the Union Representative and the employee no less than five (5) business days after notice of the grievance has been given but no more than ten (10) days unless otherwise agreed upon in writing.

Step 2 If the grievance is not resolved at Step 1 of the procedure, the parties may agree to submit the grievance(s) to non-binding grievance mediation if the subject matter of the grievance is one that would be amenable to mediation. The parties shall, within ten (10) business days, jointly contact a mediator from either the Ohio State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to hear the grievance(s) in question. The mediator shall issue a non-binding opinion on the merits of the case. The decision shall be issued at the close of the hearing on the day of the hearing.

Step 3 If the grievance is not satisfactorily settled at Step 1 or if the parties do not exercise Step 2 mediation, the Union may, within ten (10) business days after receipt of Step 1 or Step 2 answer, whichever is applicable, submit the grievance to arbitration. The Union shall notify the Employer of its intent to appeal the grievance. The fees and expenses of the arbitrator shall be borne by the non-prevailing party. If the arbitrator splits the decision, such fees and expenses shall be borne equally by the Employer and the Union.

5.03 The grievance procedure set forth herein shall be the exclusive method of reviewing and settling disputes between the Employer and Union and/or between the Employer and employee (or employee), and all decisions of arbitrators consistent with Step 3 and all pre-arbitration settlements reached by the Employer and the Union shall be final, conclusive and binding on the Employer, the Union, and the employee; provided however, that a grievance may be withdrawn by the Union at any time and withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to the grievance or any future grievances.

5.04 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and Union, be binding. A business day does not include Saturdays, Sundays or legal holidays. Any grievance not initially filed or appealed within the specified time limits shall be deemed withdrawn and void. Any grievance not answered within the specified time limit shall be automatically moved to the next step.

5.05 Attendance by the aggrieved employee at any and all meetings and/or hearings is mandatory unless such attendance is waived in writing by the Employer, Union and aggrieved employee.

5.06 An arbiter shall be selected and mutually agreed upon by both parties.

ARTICLE 6

UNION BUSINESS AND ACTIVITIES

6.01 The Right of Union Representation

Employees of the Fire Division shall have the right to join LOCAL #651, Conneaut Firefighters Association; to engage in lawful bargaining or other mutual aid and protection activities; to express or communicate any view, grievance, complaint or opinion related to the conditions or compensation of public employment for their betterment, all free from any and all restraint, interference, coercion, discrimination or reprisal. It is understood that the Union shall not bargain for the Chief of the Fire Division.

6.02 Posting Notices

The Employer shall permit the use of one (1) bulletin board, located at the Fire Station, by the Union for the posting of notices concerning Union business and activities. The Employer shall permit the use of said fire station for Union meetings and storage of Union records. The Employer will designate space for the storage of Union records and the display area for union plaques/awards and bulletin board as agreed to by the parties and not to exceed 96 square feet. This designated space shall not change without mutual consent of the parties during the life of this agreement.

6.03 Right of Visitation

Any authorized representative of the Union shall have the right to visit the premises of any fire station at any time for the purpose of investigating current working conditions and practices, compliance with the terms of this agreement, or other legitimate Union business. Any non- Union members must report his/her presence to the Fire Chief or in his/her absence to the City Manager and any such visit should be made in such manner as to not disrupt the normal station operations.

6.04 Fair Share Fee

- A. All employees in the bargaining unit who sixty (60) days from date of hire are not employees in good standing of the Union shall pay a Fair Share Fee to said Union, effective sixty (60) days from the employee's date of hire as a condition of employment.
- B. Said fair share fee shall not exceed Union dues.
- C. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deductions.

6.05 Union Membership - Check Off

- A. Members of the Union on the effective date of this Agreement shall have the right to revoke such authorization by giving written notice to the City and Union during the first twenty (20) days of the thirty (30) day period preceding the termination of this Agreement and the authorization card shall state clearly on its face the right to an employee to revoke during this period, and the Union agrees to save

harmless the Employer in any dispute that could arise over the issue of Union security, dues check off, and/or Union membership.

B. It is further agreed that employees covered by this agreement who become members of the Union following the effective date of this agreement shall remain members for the duration of this agreement.

C. It is further agreed that the Union shall notify the Employer in writing relative to all new employees who become members of the Union.

D. It is further agreed that Union membership be autonomous to the Union and Union shall hold Employer harmless from any dispute arising out of Union membership.

E. The Employer agrees to deduct monthly Union dues in whatever sum is authorized by the Union from the pay of employees who sign or have signed an authorization or check-off card.

F. Deductions will be made from the pay earned during the second pay of each month, or if that is insufficient, a subsequent pay period.

G. The Employer's obligation to make deductions shall terminate automatically upon termination of employment, transfer to a job classification excluded from this agreement, or lay-off.

H. All deductions made shall be transmitted to the Union no later than the tenth (10) day following the end of the second pay each month.

6.06 Union Identification

Union logos shall not be placed upon any equipment without the Employers permission in writing.

ARTICLE 7

SENIORITY

7.01 Definition and Scope

Seniority shall be defined as preference or priority based on length of service with definite rights qualifying employees who have completed their probationary period. The purpose of seniority credit shall be to provide seniority based on length of service.

7.02 Records

A. Seniority of all employees shall be and remain as posted at the signing of this Agreement except as it may be accumulated or otherwise affected by leaves of absences. Leave for illness, injury, or military duty with the armed forces of the United States, inclusive of approved leaves of absence, shall not be considered as interrupting service toward seniority.

B. A seniority list for all employees under this agreement shall be submitted by the Civil Service Commission to the Union upon request and within a reasonable time period.

- C. The seniority list shall be established in accordance with entry date, and in cases where two (2) or more firefighters are hired on the same day, the order of appointment by the City Manager of said firefighters shall determine seniority.

7.03 Termination of Seniority

An employee's seniority shall be terminated when one or more of the following occurs:

1. The employee resigns;
2. The employee is discharged for just cause;
3. The employee retires;
4. The employee fails to report to work within fourteen (14) calendar days from the date the Employer sends the employee a recall notice.

ARTICLE 8

PROMOTIONAL EXAMINATIONS

8.01 Promotions

All promotions within the Conneaut Fire Division to the rank of Captain and Assistant Fire Chief shall be made from the current list available from the Civil Service Commission. A competitive examination administered by the Civil Service Commission will be given in order to maintain such a list. All candidates for promotion to either Captain or assistant fire chief must, prior to taking the examination, have a minimum of two years of employment with the Conneaut Fire Division. In addition, an employee must have held the rank of Captain within the Conneaut Fire Division for a period of at least one year in order to be eligible to take the assistant fire chief promotional examination.

8.02 Service Time

The minimum years of service required by Section 8.01 shall be waived if there are not at least two (2) employees eligible and interested in competing for the promotion to Captain or at least two (2) employees eligible and interested in competing for the promotion to Assistant Fire Chief.

8.03 Cost of Promotions

The City agrees to assume the cost of any promotional examination given by the Civil Service Commission to any Fire Fighter or Captain.

8.04 Unclassified Positions

A. Unclassified positions created within the Division and not awarded as a result of a specific Civil Service test given for that position will be awarded by BIDS, with minimum qualifications and seniority in the Division, as determined by the Fire Chief, being the only determining factor.

B. Notice of opening to be bid upon will be placed on a designated bulletin board, in locations as decided upon between the Union and Employer, three (3) calendar weeks before the position is to be awarded.

ARTICLE 9

SICK LEAVE

9.01 Employees shall be entitled to sick leave with pay following initial employment. Sick Leave credit shall accrue at the rate of four and six-tenths (4.6) hours for every eighty (80) hours of work.

9.02 Unused sick leave may be accumulated to an unlimited amount.

9.03 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness or injury in the employee's immediate family; or 4) death in the employee's extended family, as defined in Section 10.2, Funeral Leave; or 5) a pregnancy related condition of the employee or spouse of the affected employee.

9.04 A sick leave affidavit or a doctor's excuse is required to justify the use of sick leaves for illness. If the use of sick leave for such illness exceeds two (2) consecutive scheduled shifts, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. Falsification or alteration of a written, signed statement or a physician's certificate shall be grounds for disciplinary action. Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

9.05 Not less than two (2) hours before the time when an employee is scheduled to start work on a shift, said employee requesting sick leave shall inform the Chief, or his designee of the fact that said employee is ill and is requesting sick leave, except in case of provable inability to make a phone call. Failure so to do shall result in the denial of sick leave by the Employer. When an employee seeks to use sick leave for an absence due to personal illness, injury, or exposure to contagious disease communicable to other employees, the employee will be expected to be reachable at his home telephone number unless, when calling in to report off, he provides the employer with an alternative number at which the employee may be reached. If an employee is off on sick leave, he is expected to remain at his residence except for doctor appointments, pharmacy/drug store visits or other errands directly related to his illness. Sick time is not to be a substitute for, or used in lieu of, vacation.

9.06 Absence for a fraction of a day, when such absence is chargeable to sick leave accumulation in accordance with these provisions, shall be charged in increments of one-quarter (1/4) hour

9.07 An employee who is laid off or on unpaid disability leave will, upon reinstatement to service, retain credit for all accumulated and unused sick leave available to such employee at the time of layoff or leave.

9.08 When sick leave is requested to care for employees in the immediate family, the Fire Chief may require a physician's certificate to the effect that the specific presence of the employee is necessary to care for the ill or injured employee. In the event of a prolonged illness of an employee of the immediate family, it is understood that the employee will make arrangements as soon as possible for outside assistance to care for the afflicted employee of the family. Paid sick leave will be granted for only a

reasonable period of time to enable the employee to make the necessary arrangements, normally not in excess of five (5) calendar days.

9.09 For purposes of this article, "immediate family" is defined to include only the Employee's spouse, child, father, mother, or permanent resident of the household.

9.10 Sick leave may be granted as additional time off for a death in the family, in accordance with Section 10.2, Funeral Leave.

9.11 At the completion of five (5) years employment with the City, any employee may convert unused sick time to cash payment under the following formula:

A. If zero (0) to twenty-four (24) hours of sick leave is utilized in the preceding year, the employee may convert all or a portion of sick time accrued for that year to cash at fifty (50%) percent of the regular hourly rate for all hours converted to cash. An employee who utilizes more than twenty-four (24) hours sick leave in a year will not be eligible to convert sick leave to cash payment only for that year in which sick leave is accrued. Any balances which the employee does not convert to cash shall be carried forward.

B. All sick leave credits that are carried forward are excluded from further cash benefits provided by this action. The failure of an employee to utilize the sick leave conversion option of this section shall result in the automatic carry forward of any balance of sick leave credit.

C. Any cash benefit conversions of sick leave made at year's end shall not be subject to contributions to any of the retirement systems either by the employee or the employer.

D. An employee eligible to receive a cash benefit conversion of sick leave credit at year's end must indicate his desire to convert any sick leave no later than the end of the pay period that includes the first day of December of each year. Each employee shall be responsible for reporting the conversion request, in writing, to the Finance Director for payment. Payment for the same shall be made in the fourth pay period of the next proceeding year.

9.12 When an employee with not less than ten (10) years continuous employment with the Employer qualifies for retirement benefits from Police and Fire Pension Fund System, the employee may elect at the time of retirement to be paid in cash the value of his accrued but unused sick leave credit not to exceed a maximum of twelve hundred (1,200) hours. Any employee hired after December 31, 2012, may elect at the time of retirement to be paid in cash the value of his accrued but unused sick leave credit not to exceed a maximum of cash payment of nine hundred (900) hours. Such payment shall be based on the employee's rate of pay at the time of retirement, separation and/or resignation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to an employee.

ARTICLE 10

FUNERAL LEAVE

10.01 Any full time employee covered by this Agreement shall be granted three (3) consecutive calendar days funeral leave to arrange for, and/or attend the funeral of a member of the employee's

immediate family. For the purpose of this section an employee's immediate family shall include Father, Mother, Brother, Sister, Spouse, Child, Mother-in-Law, Father-in-Law, Stepfather, Grandmother, Grandfather, Stepmother, Stepchild, Foster child, Grandchild, Son-in-Law, Daughter-in-Law, Step-Grandparent, Grandparent-in-Law, Brother-in-Law, Sister-in-Law or any other person residing in the household of the employee for a minimum of one (1) year.

10.02 Should a death or burial in the immediate family occur in a city located more than two hundred (200) miles from Conneaut, the employee shall be granted an additional twenty-four (24) hours or forty eight (48) hours from the employee's sick leave accumulation to allow for travel time to and from the funeral.

ARTICLE 11 IAFF LEAVE

11.01 The Employer agrees to provide the I.A.F.F. with a total of six (6) working days with full pay in each year, to be apportioned by the I.A.F.F. to its officers and designees, for the purpose of attending to I.A.F.F. business; provided, however, a replacement is available, and at least one (1) week advanced notice is given to the Employer prior to the use of leave.

ARTICLE 12 JURY DUTY AND SUBPOENA TIME

12.01 Whenever an employee is called for jury duty before any Court entitled to empanel a jury, he/she shall, when possible, give reasonable notice of such call to his immediate supervisor. He/she shall thereafter, for each work day when required to report for duty, be entitled to leave with pay.

12.02 Whenever an employee is subpoenaed before any Court, or appeals hearing in regards to his/her position in the Conneaut Fire Division and on behalf of the City of Conneaut, he/she shall, when possible, give reasonable notice of such calling to his/her immediate supervisor. He/she shall thereafter, for each working day when required to report, be entitled to leave with the difference in pay being made up by the City of Conneaut.

12.03 Whenever an employee is subpoenaed to Court, in relation to his/her position on the Conneaut Fire Division, said employee will be paid a rate of one and one half (1 ½) as provided for if the Court time is on off-duty hours.

ARTICLE 13 PAID HOLIDAYS

13.01 Employees hired prior to March 1, 2010 holidays be given ten (10) holidays as shown in the table below. For Employees hired on March 1, 2010 or later shall receive eight (8) holidays as indicated by a (*). Holidays will be defined to include:

HOLIDAYS LEGAL DATE

1.	New Year's Day	1 st day of January*
2.	Martin Luther King Day	3 rd Monday of January
3.	Presidents Day	3 rd Monday of February
4.	Easter Sunday	Easter Sunday*
5.	Memorial Day	Last Monday in May*

- | | | |
|-----|------------------|---------------------------------------|
| 6. | Independence Day | 4 th of July* |
| 7. | Labor Day | 1 st Monday of September* |
| 8. | Veterans Day | 11 th Day of November* |
| 9. | Thanksgiving Day | 4 th Thursday of November* |
| 10. | Christmas Day | 25 th Day of December* |

13.02 Choice of holidays shall not be determined by seniority, and shall be chosen as per present practice.

13.03 If a firefighter works on a paid holiday, he shall be compensated at time and one-half (1½).

13.04 A non-scheduled firefighter who works overtime on a holiday shall be Compensated time and one-half (1½) plus he shall be entitled to compensatory time off.

13.05 If at any time, conflicts between dates in Article A should conflict with State Law the holiday and/or date established by State Law shall be observed as a legal holiday.

13.06 Each member shall the right to sell back four (4) holidays.

ARTICLE 14 VACATION

14.01 Employees of the bargaining unit shall be allowed vacation leave with pay according to the following schedule and for the purposes of this contract a week consists of 52 hours as defined in Section 15.01:

<u>Continuous years of Completed service</u>	<u>Vacation</u>
1	2 Weeks
7	3 Weeks
12	4 Weeks
18	5 Weeks

14.02 One (1) employee of the Fire Division shall be allowed to be off duty on a Kelly day, vacation or holiday on the same duty day.

1. Vacation days do not take precedent over holidays.
2. Any time a person signs up for vacation or holiday, the date and time of signing will be documented for use in final decision and award. All time off requests should have two (2) days prior notice. Less notice may be allowed if staffing requirements permit.

14.03 Senior employees shall have first choice in selecting their vacation not to exceed two (2) weeks. After all employees have selected their two (2) week's vacation, senior employees then shall be permitted to choose their third, fourth, and fifth weeks.

14.04 A vacation list will be posted in the station by the Fire Chief or his designee on or about December 15th of the preceding year. All reasonable efforts will be made by the Employer to accommodate an employee's vacation schedule request, however, in the case of adverse conditions, the needs of the Employer will prevail.

14.05 All employees shall have earned vacation according to years of service. After their first vacation has been taken, the anniversary date shall be January 1st of each succeeding year, for vacation purposes only.

14.06 A policy shall be established with the Fire Chief within the Fire Division that vacation time may be carried from one (1) year to the next for a maximum of two (2) years, at the discretion of the Fire Chief, as long as it does not create a problem with the scheduling of personnel within the division.

14.07 Employees of the bargaining unit shall be allowed the choice of using vacation time at the rate of a day at a time. A total of two (2) scheduled work days (Sunday-Saturday) will comprise a week of vacation. Such use of vacation leave must be submitted in writing to the Chief at least forty-eight (48) hours prior to the use of such vacation and must receive his approval.

ARTICLE 15

HOURS

15.01 The parties agree that under normal conditions, the employees of the Division of Fire shall be scheduled to work a normal fifty-two (52) hour week. The parties recognize that under adverse conditions the Employer will assign fire personnel to achieve the highest efficiency of operations and the greatest protection for the community and Fire Division personnel. This provision does not restrict the Employer's right to recall firefighters and/or require overtime.

15.02 Any Fire Division employee who is recalled to duty shall receive overtime at the rate of time and one-half (1½) per hour pursuant to Appendix A.

15.03 Overtime will consist of any hours worked over the normal fifty-two (52) hour work week or twenty-four hour (24) work day under the three (3) platoon system.

15.04 Overtime for all Division employees will begin only after official notification and authorization by the Fire Chief or his designee.

15.05 Overtime will begin after the employee reports to duty and will stop upon employee's release from duty by the Fire Chief or the designated Officer in charge.

15.06 Overtime pay will never be less than two (2) hours for those employees recalled to duty unless clearly stated within this contract. The employee can choose to leave early if released by the officer in charge.

15.07 A record of overtime credit for each employee shall be kept by the Chief or his designee, of each recall.

15.08 All reasonable efforts will be made to distribute overtime as evenly as possible within the Division with a current list to be posted at Fire Station 1 by the Chief.

15.09 When it is necessary to schedule personnel for a fire watch, such duty will go first to regular firefighters.

15.10 Those firefighters with specialized training, as determined by the Chief, may be called in from off duty by the Fire Chief or his designee to perform such tasks. Firefighters shall be paid no less than two (2) hours at overtime rate. Acceptance or refusal of overtime shall be charged on the overtime list.

ARTICLE 16 TRADING TIME

16.01 Employees with a reasonable request may trade duty time with other employees with the approval of the Fire Chief upon submitting a written request. Such requests will be answered within one working day by the Fire Chief, and the trades must take place within the 28-day schedule.

16.02 Voting

All employees shall be allowed reasonable time off from duty to vote in a general or special election if registered.

ARTICLE 17 UNIFORM AND CLOTHING ALLOWANCE

17.01 The Employer shall continue to provide applicable protective clothing and safety equipment. This shall include, but not be limited to, helmets with liner, boots and gloves for each employee.

17.02 Each regular member of the Fire Division shall receive seven hundred fifty (\$750.00) dollars per year uniform allowance as prescribed by the Fire Chief. Any clothing allowance or clothing purchased from said allowance authorized by this contract shall become the property of the person receiving the same.

17.03 Clothing allowance will be paid to employees fifty (50%) percent on date of hire and upon successful completion of the 1st year probationary period, the employee will receive the final fifty (50%) percent. Clothing allowance from that point forward will be paid on May 1st. Employees must be on the Employer's active payroll to receive such payment.

17.04 Each regular employee will be provided with a shield, patches, badges, and insignias as required by the Division and replaced as needed. Such items shall be placed on the uniform as directed by the Chief.

17.05 It is understood and agreed that the above (A & D) listed equipment shall be provided at no cost to the employees and shall remain the property of the Division and shall not be worn other than as prescribed by the Chief. The parties recognize that the Chief may from time to time prescribe changes to the required uniform and this allowance will be utilized to fully comply with any such required uniform standards. Notice of changes shall be posted sixty (60) days prior to the issuance of the clothing

ARTICLE 21

RELIEF ON CHRISTMAS DAY

21.01 The City shall provide to all regular employees four (4) hours relief on Christmas Day.

ARTICLE 22

INJURY LEAVE

22.01 In the event employees are injured, incapacitated, or suffer occupational injury in the actual performance and discharge of their duties arising out of employment with the Fire Division, the Employer shall pay the affected employee the difference between his regular salary and the amount paid to said employee by Workman's Compensation during that period of recuperation for one hundred and eighty (180) calendar days following the injury. Employee may use all except fifteen (15) of his accumulated sick leave days before the above applies. Such injury shall be reported to the Fire Chief or his designee immediately.

22.02 Such leave shall be granted pursuant to the employee's doctor's initial diagnosis and certification that the employee is unable to perform the duties and responsibilities of his position.

22.03 Additional injury leave may be granted by the Employer after one hundred eighty (180) days upon certification by a licensed physician and approval of the City Manager. Diagnosis and certification demanded by the Employer to consider additional leave shall be paid for by the Employer. Approval of extensions will not be unreasonably withheld.

ARTICLE 23

**COMPENSATION FOR SENIOR FIREFIGHTER
SERVING IN OFFICER CAPACITY**

23.01 In the absence of any officer, exclusive of the Chief, on the normal duty shift, the most senior firefighters on duty at Station 1 shall be compensated the difference between his/her normal rate of pay and that of the next ranking officer.

ARTICLE 24

LONGEVITY

24.01 The following longevity pay scale and schedule shall be applied to Fire Division employees with five (5) or more years completed service:

1. Employees having completed five (5) full continuous years of service with the Conneaut Fire Division shall receive an annual longevity payment equal to seventy-five (\$75.00) dollars multiplied by each completed and continuous year of service, said payment not to exceed fifteen hundred (\$1,500.00) dollars per year.
2. Eligibility and amount of longevity payment is to be established by the Finance Director on November 1st of each year and payment in one lump sum shall be made no later than the first pay period in November of such year.
3. Fire Division employees who have left the service of the Employer prior to November of any year shall not be eligible for any longevity payments for that year except that such officers who have retired, based on years of service or disability, shall be eligible for a

proportional payment based on hours for which straight time pay was received prior to November 1st divided by 2,704 hours, (hours worked at overtime rates are not counted).

ARTICLE 25

SUITS AGAINST EMPLOYEE

25.01 Except where an employee is found by a Court to have acted in a willful, wanton, or malicious manner, the City shall indemnify and hold harmless all employees covered by the terms of this Agreement from any liability arising from or because of any claim or suit brought against such employee in the scope of employment. The City shall also provide legal counsel and pay all expenses for the defense of any claim or suit brought against any such employee arising from or because of any action or inaction by such employee actually or allegedly committed in the scope of employment.

ARTICLE 26

CONDITIONS OF EMPLOYMENT

26.01 Any employee appointed full-time to the Conneaut Fire Division in the classified service, shall resign from all volunteer fire and/or part-time paid activities within the City of Conneaut.

26.02 The Employer and Union agree that this shall be a condition of employment.

26.03 Any new employee shall have a thirty day (30) grace period after being appointed full-time.

26.04 An employee of the Conneaut Fire Department shall maintain all licenses and certifications required by the employer for his/her job for those employees hired after January 1, 2013.

ARTICLE 27

DRUG AND ALCOHOL POLICY

27.01 The parties recognize that the Employer has adopted a drug-free and alcohol-free work place policy for all Employer employees and that these policies apply equally to the employees covered under this agreement. The Drug and Alcohol Policy is contained herein as attachment "F".

ARTICLE 28

LAYOFF AND RECALL POLICY

28.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions set forth.

28.02 Employees shall be laid off according to their divisional seniority with the least senior being laid off first, providing that all students, temporary, part-time, seasonal and probationary employees are laid off first in the above respective order.

28.03 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his/her right to recall for three (3) years from the date of his lay-off. Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail, return receipt. An employee who refuses recall or does not report to work within five (5) calendar days from the date the employee receives the recall notice, shall be considered to have resigned his position and forfeits all right to employment with the Employer.

28.04 Employees scheduled for lay-off shall be given a minimum of twenty-eight (28) days advance notice of lay-off.

28.05 An employee recalled shall have maintained all certifications and present such certificates upon rehire.

ARTICLE 29

GENERAL PROVISIONS

29.01 Distribution of Agreements, Departmental Correspondence, and Civil Service Reports

- A. Copies of this Agreement shall be distributed by the Union to all Union Members, and to the City Manager, Council, City Law Director, City Director of Finance, and the Conneaut Civil Service Commission.
- B. Firefighters will receive a copy of their Civil Service reports.
- C. City will furnish the Union a copy of all correspondence pertaining to the Union.

29.02 Retiree Retroactivity

The City agrees to pay any salary or benefit increases to an employee who retires under the provisions of the Police and Fire Pension System, prior to the signing of the Agreement and approval by City Council, up to the date of his retirement.

29.03 Employee Security

The Employer's and the Chief of Fire's personnel files and disciplinary history files will be open and available for inspection by the affected employee during the regular day shift business hours, with twenty-four (24) hours prior notice. It is agreed that any material and/or matter not available for inspection, such as provided in the above paragraph, will not be used in any manner or form adverse to the employee's interests. Any information of adverse employment nature, which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any future proceedings. No agent of the Employer or its agencies will insert any adverse material into any file of the employee, unless the employee has an opportunity to review said material in writing, regarding the adverse material. Should an employee, upon examining his personnel file, have reason to believe that there are inaccuracies in those documents to which the employee has access; the employee may write a memorandum to the Employer's agent in charge of said files, explaining the inaccuracy. If upon investigating, the Employer's agent sustains the allegation, the incorrect material shall be removed from the files.

29.04 Loss of Personal Property

Employees of the bargaining unit may petition the City Manager for compensation when personal property is damaged or destroyed during the course of the employee's duties. Said petition shall

be submitted, in writing to the City Manager within ten (10) days of the property damage. Within ten (10) days of receipt of said Notice, the City Manager shall convene a special hearing at which he, the Fire Chief, and an employee of the bargaining unit, not the claimant, shall hear testimony regarding the loss or damage of such property. If a majority of the panel agrees that the loss or damage of personal property was not attributable to the negligence of the claimant, then the Employer shall compensate the claimant for the loss of his personal property or compensate him for the repair or restoration of such personal property.

29.05 Exposure to Contagious Diseases

The Employer agrees to pay all expenses for inoculation or immunization shots for employees and their families when such becomes necessary as a result of said employee's exposure to contagious diseases in the line of duty, as may be directed by a licensed physician.

ARTICLE 30

STAFFING

30.01 The City agrees to staff each shift with at least three (3) firefighters. The Officer in Charge of the engine crew would make a determination in an emergency situation regarding the allocation of personnel without such decision being a violation of this provision or contract. When staffing levels fall below three (3) regular firefighters, the City may fill the initial vacancy with other qualified personnel not of the bargaining unit, as determined by the Fire Chief; such vacancy could occur as the result of a holiday, vacation leave, sick leave, injury leave, comp time or other such reasons. Such shift staffing minimum shall become void if the Employer reduces the number of employees by layoff due to the lack of funds.

30.02 When staffing levels fall below two (2) regular firefighters, except for any absence due to any type of extended leave (more than two (2) tours), then the second vacancy will be filled by a regular firefighter chosen off of the equalized overtime list. In the event that this second vacancy is not able to be filled by a regular firefighter by utilizing the equalized overtime list, then the City reserves the right to mandate that the regular firefighter on-duty with the least amount of overtime hours on the equalized overtime list shall be held over to fill the vacancy.

ARTICLE 31

CONFORMITY TO LAW

31.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions.

31.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

31.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE 32

COMPENSATION

32.01 Effective at the beginning of the first full payroll period in January, 2013, all employees shall receive a salary increase of zero (0%) percent as shown in Appendix A with the provision that the Union is allowed to open the contract in 2014 and 2015 for wages only.

32.02 All new employees hired after December 31, 2012 shall be required to maintain an E.M.T. P certificate as a condition of employment. Those employees of the Fire Division who become State Certified Fire Inspectors and are utilized as Inspectors and regularly perform such duties shall be compensated at one hundred, twenty-five (\$125.00) dollars per month.

32.03 Those employees who become certified as Hazardous Materials Technicians or an equivalent designation shall be compensated at seventy-five (\$75.00) dollars per month. The parties recognize that in the case of Fire Inspectors Hazmat Techs, the Employer reserves the right to limit the number of certified employees based on the needs of the Employer.

ARTICLE 33

PENSION CONTRIBUTION

33.01 The employee and employer shall contribute their percentages as required by the Ohio Revised Code to the Police and Firemen's Disability and Pension Fund of Ohio.

ARTICLE 34

DURATION

34.01 This Agreement shall become effective on January 1, 2013, and continue in full force and effect through December 31, 2015, and if not terminated at the end of that time by sixty (60) days prior written notice, one party to the other, shall continue thereafter until terminated by either party on sixty (60) days written notice.

ARTICLE 35 EXECUTION

35.01 IN WITNESS THEREOF, the parties have hereunto duly executed this Agreement on the 14th day of January, 2013.

CONNEAUT FIREFIGHTERS ASSOC.
AFL-CIO LOCAL #651 I.A.F.F.:

THE CITY OF CONNEAUT:

Tim Zee, President

Timothy J. Eggleston, City Manager

Anthony Bernato, Vice President

APPENDIX A

WAGE RATES FOR EMPLOYEES HIRED PRIOR TO JANUARY 1, 2013

Hourly Wages

	<u>2013</u>	Paramedic
0-1 years	-0-	\$15.020
1-2 years	-0-	\$16.408
2 + years	\$17.832	\$18.054

Bi-Weekly

0-1 years	-0-	\$1,562.080
1-2 years	-0-	\$1,706.432
2 + years	\$1,854.528	\$1,877.616

Yearly

0-1 years	-0-	\$40,614.080
1-2 years	-0-	\$44,367.232
2 + years	\$48,217.728	\$48,818.016

APPENDIX B

WAGE RATES

For Employee hired after January 1, 2013 – December 31, 2015

Hourly Wages

	<u>EMT</u>	<u>EMT-A</u>	<u>PARAMEDIC</u>
0-1 years	\$14.798	\$14.909	\$15.020
1-2 years	\$15.492	\$15.603	\$15.714
2-3 years	\$16.186	\$16.297	\$16.408
3-4 years	\$17.009	\$17.120	\$17.231
5+ years	\$17.832	\$17.943	\$18.054
Captain	\$18.875	\$18.986	\$19.097
Asst. Chief	\$20.007	\$20.118	\$20.229

Bi-Weekly

0-1 years	\$1,538.990	\$1,550.536	\$1,532.080
1-2 years	\$1,611.168	\$1,661.712	\$1,634.256
2-3 years	\$1,683.344	\$1,694.888	\$1,706.432
3-4 years	\$1,768.936	\$1,780.480	\$1,792.024
5+ years	\$1,854.528	\$1,866.072	\$1,877.616
Captain	\$1,963.000	\$1,974.544	\$1,986.088
Asst. Chief	\$2,080.728	\$2,092.272	\$2,103.816

Yearly

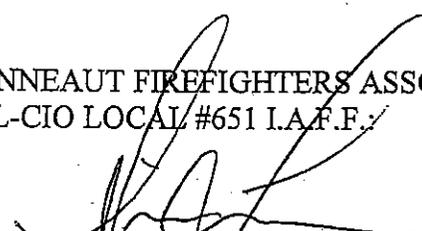
0-1 years	\$40,013.792	\$40,313.936	\$40,614.080
1-2 years	\$41,890.368	\$42,190.512	\$42,490.656
2-3 years	\$43,766.944	\$44,067.088	\$44,367.232
3-4 years	\$45,992.336	\$46,292.480	\$46,592.624
5+ years	\$48,217.728	\$48,517.872	\$48,818.016
Captain	\$51,038.000	\$51,338.144	\$51,638.288
Asst. Chief	\$54,098.928	\$54,399.072	\$54,699.216

ARTICLE 35 EXECUTION

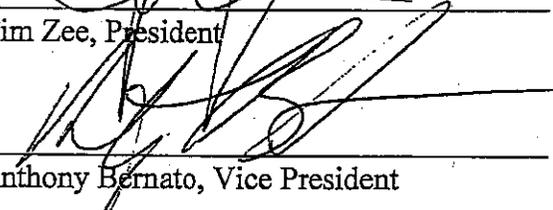
35.01 IN WITNESS THEREOF, the parties have hereunto duly executed this Agreement on the 14th day of January, 2013.

CONNEAUT FIREFIGHTERS ASSOC.
AFL-CIO LOCAL #651 I.A.F.F.

THE CITY OF CONNEAUT:



Tim Zee, President

Timothy J. Eggleston, City Manager

Anthony Bernato, Vice President

ORDINANCE NO. 09-13

200709-4 P 2-52

Introduced By Mr. Kozesky

AN ORDINANCE TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF CONNEAUT AND THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, LOCAL 651, FOR A PERIOD OF THREE (3) YEARS, BEGINNING JANUARY 1, 2013 AND ENDING DECEMBER 31, 2015. (ATTACHED HERETO AND MARKED EXHIBIT "A"), AND REPEALING ORDINANCE NO. 07-13.

BE IT ORDAINED, by the City of Conneaut, County of Ashtabula and State of Ohio:

SECTION 1. That the City Manager is hereby authorized to enter into a Collective Bargaining Agreement with the International Association of Firefighters, for a period of three (3) years, beginning January 1, 2013 and ending December 31, 2015. (Attached hereto and marked Exhibit "A")

SECTION 2. That Ordinance No. 07-13 is hereby repealed in its entirety.

SECTION 3. That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council or any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That for the reasons stated in the preamble, this Ordinance is declared to be an emergency measure in the interests of public peace, health and safety and to allow for the immediate implementation of the Collective Bargaining Agreement and, if approved by votes of two-thirds or more members of Council eligible to vote, shall take effect immediately upon passage and signing by the President of Council, otherwise this ordinance shall take effect thirty (30) days after passage.

Passed this 28th day of January, 2013.

Thomas M. Bell
President of Council

ATTEST:

Samuel D. Harper
Clerk of Council

2013 FEB -14 PM 2:52

2013 FEB 14 PM 2:52