Norwalk

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AGREEMENT

BETWEEN THE

CITY OF NORWALK

AND THE

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF), LOCAL #1199

Effective January 1, 2013
Through December 31, 2015

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ARTICLE 1
PREAMBLE

Section 1.1. This agreement, entered into by the City of Norwalk, hereinafter referred to as the "Employer," and the International Association Of Firefighters (IAFF), Local #1199, hereinafter referred to as the "Union," has as its purpose the following:

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

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those employees in the classifications listed below:

Firefighters
Lieutenants
Captains

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training, or who work as part-time employees less than fifty percent (50%) of the normal year, shall be excluded from the bargaining unit.

Section 2.4. All employees are considered probationary for the first twelve (12) months from the initial date of hire. Upon satisfactory completion of that period, employees will become full-time bargaining unit employees and shall have all rights and benefits of this contract. Employees may be disciplined or terminated from employment at any time during the initial probationary period and such action is not subject to any appeal.

Section 2.5. Newly promoted employees shall serve a promotional probationary period of six (6) months in accordance with section 124.49 of the Ohio Revised Code. Promoted employees shall be evaluated every six (6) weeks during the probationary period. Newly promoted employees must maintain an "acceptable" average pursuant to the current evaluation standard. Promoted employees whose service during the probationary period is unsatisfactory are subject to reduction in rank by the Civil Service Commission pursuant to said section 124.49. Reductions of promotional probationary employees due to unsatisfactory service are appealable as provided in said section 124.49. A reduction in rank by reason of this Section 2.5 may result in the displacement of employees promoted or hired to fill the position or positions to which an employee is reduced and such displacements are not appealable. The Employer shall maintain active promotion eligibility lists in accordance with R.C. section 124.46 during the period of any promotional probationary period to minimize the time necessary to re-fill the promotional vacancy and the effects of any displacement.

ARTICLE 3
NON-DISCRIMINATION

Section 3.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, marital status, or disability. The Union shall share equally with the Employer the responsibility of applying this provision of the agreement.

Section 3.2. Where there is an alleged violation of the provisions of this article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission (statutory right), such matter shall not be appealable through the grievance procedure contained in this agreement. The Employer, the employee, and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency. Further, this section shall not be construed to preclude a grievance on an alleged violation of any other article(s) of this agreement (contractual right).

Section 3.3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of the agreement.

Section 3.4. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 3.5. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees unless biologically infeasible.

ARTICLE 4
DUES CHECK OFF

Section 4.1. The Employer agrees to deduct Union membership dues in accordance with this article for all employees for the bargaining unit upon the successful completion of their individual probationary periods.

Section 4.2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction letter must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 4.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.4. The Employer shall be relieved from making such individual "check off" deductions upon an employee's:

1. termination of employment;
2. transfer to a job other than one (1) covered by the bargaining unit;
3. layoff from work;
4. unpaid leave of absence;
5. revocation of the check off authorization in accordance with the terms of this agreement;
6. resignation from the Union.

Section 4.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 4.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 4.7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in the individual's dues deductions.

Section 4.8. The Union shall be assessed a reasonable fee to offset the Employer's cost of providing payroll deduction of Union dues. Such fee shall be computed on the basis of the hourly rate of pay for the individual processing such deductions each month, and any duplications and postage costs. The Union will be given thirty (30) days advance notice of the amount of the fee to be assessed, and the Employer agrees the amount of the fee to be assessed and the Employer agrees to give thirty (30) days advance notice of any change in the amount of such fee. The parties agree that this provision shall not be implemented until such time as the number of individual payroll deductions exceed fifteen (15).

ARTICLE 5
UNION BUSINESS

Section 5.1. The Employer will recognize one (1) employee, selected by the Union, to act as President of the Local Union for the purposes of processing grievances and attending meetings in accordance with the provisions of the grievance procedure contained herein. The Union may designate one (1) alternate representative to act in the absence of the president. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.2. The investigation and writing of grievances shall normally be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Employees shall not be compensated for attendance at hearings during non-duty hours.

Section 5.3. The Local Union President and/or alternate may collectively utilize up to seventy-two (72) hours of on-duty time per calendar year to conduct Union business as approved by the Chief of the Department or his designee.

Section 5.4. One (1) non-employee Union representative will be recognized by the Employer and admitted to the Employer's facilities for the purpose of investigating and processing grievances or attending meetings as permitted herein, upon receipt of reasonable advance notice of the Employer.

Section 5.5. Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized by the Safety/Service Director.

2. The Local Union President or alternate shall not leave his assigned work area to conduct Union business until he has been released by his immediate supervisor. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

3. The Union employee official shall cease Union activities immediately upon the request of the supervisor of the area where Union activity is being conducted or upon the request of the employee's immediate supervisor.

4. A Union employee official abusing the rules of this section is subject to disciplinary action. Any Union official, employee or non-employee, found to be abusing the rules shall subject the Union to the revocation of the privileges provided herein.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. The Employer agrees to provide ample space on bulletin boards in agreed upon areas for use by the Union. However, the Employer shall not be obligated to purchase bulletin boards for the Union's use.

Section 6.2. All Union notices which appear on the bulletin board shall be signed, posted, and removed by the Local Union President during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. Union recreational and social affairs;
2. Notice of Union meetings;
3. Union appointments;
4. Notice of Union elections;
5. Results of Union elections;
6. Reports of non-political standing committees and independent non-political arms of the Union; and
7. Non-political publications, rulings, or policies of the Union.

All other notices of any kind not covered in one (1) through seven (7) above must receive the prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

1. Personal attacks upon any other member or any other employee;
2. Scandalous, scurrilous, or derogatory attacks upon the administration;
3. Attacks upon any employee organization, regardless of whether the organization has local membership; and
4. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 6.3. No Union-related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

Section 6.4. Abuses or violations of any provisions of this article shall subject the involved employee(s) to disciplinary action. Repeated abuses or violations of any provision(s) of this article shall subject the Union to revocation of bulletin board posting privileges by the Employer. The Employer agrees to discuss and attempt to resolve any repeated abuses or violations with the Union in a Labor/Management Committee meeting prior to revoking such privileges.

ARTICLE 7
LABOR/MANAGEMENT MEETINGS

Section 7.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Chief and/or his designee shall meet with not more than two (2) Union representatives to discuss those matters addressed in Section 7.2. Additional representatives may attend by mutual agreement.

Section 7.2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

1. discuss the administration of this agreement;
2. notify the Union of changes made by the Employer which effect bargaining unit members;
3. discuss the grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
4. disseminate general information of interest to the parties;
5. discuss ways to increase productivity and improve efficiency;
6. give the Union representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. to consider and discuss health and safety matters relating to employees.

Section 7.3. If special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 7.4. Labor/management meetings are not generally intended to be negotiation session(s) to alter or amend the basic agreement.

ARTICLE 8
RULES AND REGULATIONS

Section 8.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 8.2. The Employer agrees that it will not recognize any work rules, employer regulations, policies, or procedures that are in violation of any expressed terms of this Agreement.

ARTICLE 9
SUBCONTRACTING

Section 9.1. During the life of this agreement, the Employer agrees not to subcontract work which would directly result in the layoff of a bargaining unit employee. This provision shall not in any way prohibit the Employer from reducing the work force due to lack of funds nor restrict the Employer from entering into mutual aid agreements as they deem necessary.

Section 9.2. The parties recognize the right and responsibility of the Employer to determine the overall methods, process, means, or personnel by which operations are to be conducted in accordance with Section 4117.08 (C)(4) ORC and Article 29 herein.

ARTICLE 10
CORRECTIVE ACTION

Section 10.1. No bargaining unit employee shall be reduced in pay, suspended, or discharged except for just cause.

Section 10.2. Except in instances where the employee is found guilty of serious or gross misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy.

Section 10.3. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this agreement.

ARTICLE 11
GRIEVANCE PROCEDURE

Section 11.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer that there has been a breach, misinterpretation, or improper application of this agreement. The grievance procedure is not to be used to effect changes in the articles of this agreement nor those matters not covered by this agreement.

Section 11.2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 11.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. The Employer and the Union agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1

In order for an alleged grievance to receive consideration under this procedure, the grievant, with the appropriate Union steward, if the former desires, must identify the alleged grievance to the employee's immediate supervisor (captain) within five (5) working days of the occurrence that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) working days following the date on which the supervisor was presented the grievance.

Step 2

If the grievance is not resolved in Step 1, the employee, with the appropriate Union steward, if the former desires, shall reduce the grievance to writing and shall, within three (3) working days, refer the grievance to the Chief of the Fire Department (hereinafter referred to as the "Chief") at Step 2 of the grievance procedure. The Chief shall have three (3) work days in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief shall investigate and respond in writing to the grievance within three (3) work days following the meeting date, or within six (6) working days of receipt of the written grievance if no meeting is held.

Step 3

If the grievance is not resolved in Step 2, the employee, with the appropriate Union steward, if the former desires, may refer the grievance to the Director of Public Service and Safety (hereinafter referred to as the Director) within three (3) working days after receiving the Step 2 reply. The Director shall have three (3) working days in which to schedule a meeting with the grieved employee and his appropriate Union representative, if the former desires. The Director shall investigate and respond to the grievant and/or appropriate Union representative within ten (10) working days of receipt of the Step 2 reply if no meeting is held.

Step 4 - Arbitration

If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to arbitration. An alleged grievance brought by the Employer shall be submitted to the Board of Local Union officers through the Local President within three (3) work days of the occurrence that gave rise to the grievance. The parties shall have three (3) work days within which to meet to attempt to resolve the alleged grievance. If the grievance is not satisfactorily resolved, the Employer may make a written request that the grievance be submitted to arbitration. A request for arbitration must be submitted within six (6) calendar days following the date the grievance was answered in Step 3 of the grievance procedure; or, in the case of the Employer, within six (6) calendar days of the date the parties meet. In the event the grievance is not referred to arbitration by the Union within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply. Upon receipt of a request for arbitration, the Employer, or his designee, and the representative of the Union shall, within six (6) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the American Arbitration Association (AAA). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within six (6) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the AAA. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the AAA and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA. The arbitrator shall hold the arbitration hearing promptly and issue his decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of the agreement in question. The arbitrator's decision and recommendation shall be consistent with applicable law. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration, and shall have no authority to determine any other issues not submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement beyond the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If arbitrable, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reports shall be paid by the party asking for same; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 11.4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. date grievance was filed in writing;
5. date and time grievance occurred;
6. the location where the grievance occurred;
7. a description of the incident giving rise to the grievance;
8. specific articles and sections of the agreement involved;
9. desired remedy to resolve the grievance.

Section 11.5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one (1) employee shall be selected by the group to
process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 11.6. Policy grievances for the benefit of, or on behalf of, the entire bargaining unit may be initiated by the Union at Step 3 of the grievance procedure. Individual or group grievances may be submitted directly to Step 3 by mutual agreement of the parties.

Section 11.7. For the purposes of this article, work days shall be defined as Monday through Friday, and shall exclude Saturdays, Sundays, and recognized holidays.

ARTICLE 12
HOURS AND SCHEDULES

Section 12.1. Work shifts, assignments, and schedules shall be established by the Employer. Work schedules shall not normally exceed fifty-six (56) hours per week over a twelve (12) calendar month period of two thousand nine hundred twelve (2,912) hours per year. Except during emergency situations, employees shall be given five (5) days advance notice of any change in work shifts, assignments, and/or schedules. Work shifts shall normally consist of a twenty-four (24) hour period. Employees agree that a vacation day/holiday will be used as a day off during each scheduling period during the year that would exceed permissible straight-time hours of work.

Section 12.2. In the event the Employer decides to create a forty (40) hour per week Captain/Fire Inspector schedule, the Employer and the Union will work toward a solution to fill the schedule.

ARTICLE 13
BASIC RATE OF PAY

Section 13.1. The basic rate of pay or regular rate of pay for a position shall be computed on the basis of the applicable annual compensation for the position divided by two thousand nine hundred twelve (2,912) hours. Hours actually worked in excess of two hundred twelve (212) hours in a twenty-eight (28) day work period shall be compensated at half time.

Section 13.2. The annual compensation for an employee assigned to a forty (40) hour work week schedule shall be computed based upon two thousand eighty (2080) hours.

ARTICLE 14
SHIFT EXCHANGE

Section 14.1. Employees shall be permitted to exchange up to twenty-four (24) hours provided such exchange does not interfere with the appropriate staffing levels and/or the operation of the Fire Department as determined by the Chief or his designee. The exchange shall not leave the shift without an officer unless prior approval by the Chief or his designee. The Chief of the department or his designee shall have final approval of the shift exchange. The shift exchange shall not violate the rules set forth by the FLSA and shall not cause an employee to be paid overtime.

ARTICLE 15
OVERTIME PAY AND CALL BACK

Section 15.1. The Employer shall determine the necessity for overtime. When an employee is required by the Employer to work in excess of his regularly scheduled shift (non-emergency or shift overtime), the employee shall be compensated for all such hours actually worked in excess of the regularly scheduled shift at time and one-half (1 ½) his regular pay. An employee who is called in for any reason by the Chief and/or designee, shall receive a minimum of three (3) hours of pay calculated at time and one-half (1 ½) his regular pay. For purposes of this section, the basis of the yearly salary shall be divided by two thousand nine hundred twelve (2,912) hours. Overtime compensation shall normally be in the form of pay. However, if mutually agreed upon between the Fire Chief and the employee, compensation may be in the form of compensatory time at the rate of one and one-half (1 1/2) hours of compensatory time for each overtime hour worked. Compensatory time can be used and then be replaced as long as compensatory time does not exceed the total of two hundred forty (240) hours at any one time. Accrued compensatory time may be utilized provided the employee requests the time off at least seven (7) calendar days in advance and only upon approval of the Chief/designee. Any compensatory time not taken within the calendar year during which it is earned shall be paid within the last pay period of the applicable year, except that the employee may carry over up to thirty-six (36) hours of compensatory time into the next calendar year by submitting a written notice to the Director of Service-Safety, with a copy to the Department of Finance.

Section 15.2. An employee who is called back to duty or held over his regularly scheduled shift during an emergency (emergency overtime) shall be entitled to premium pay at time and one-half (1½). The premium pay shall be based upon the yearly salary divided by two thousand and eighty (2080) hours, and shall be referred to as "call back pay." Call back pay shall not apply to time for which the employee is regularly scheduled to work.

A. An employee who is called back to duty shall receive call back pay in the amount of a three (3) hours minimum, or actual time worked, whichever is greater. However, the three (3) hours minimum shall not occur where an employee is called back into work within the same three (3) hour time period. In such a case, the initial call back pay shall cease when the 2nd call back commences, however, the employee is eligible for another three (3) hour minimum call back pay, beginning at the time of the second or any subsequent call back.

For example, the regular shift starts at 7 a.m. and an affected employee is called back to duty at midnight and released to go home at 1 a.m. A second call back occurs at 2 a.m. and concludes at 3:30 a.m. The employee would receive two (2) hours at the callback rate for the first callback and three (3) hours at the callback rate for the second call back. The Employer shall have the right to retain and require the employee to engage in productive work for the full three (3) hours.

B. An employee that is called back to duty, whereas the employee is released before the start of his regular shift, shall receive the full three (3) hours call back pay. If the call abuts his regular shift then the employee is to receive emergency overtime for the hours actually worked and paid in fifteen minute increments.

For example, if a call comes in at 5:30 a.m. and the employee is released at 6:30 a.m. all reporting personnel shall receive the three (3) hour emergency call back pay. However, if a call comes in at 5:30 a.m. and does not get over until 7:30 a.m., only the reporting employees, in which their shift does not abut their regular shift, shall receive three (3) hours of emergency call back pay and employees starting their shift at 7 a.m., in which their shift does abut, would receive one and one-half (1 ½) hours of emergency call back pay.

Section 15.3. Employees shall not be compensated for time spent studying or preparing for or submitting to promotional examinations.

ARTICLE 16
WORKING OUT OF CLASSIFICATION

Section 16.1. A firefighter who is required to accept the full responsibilities and to carry out the full job duties of a position classification within the bargaining unit, higher than that which he normally holds, for a time period consisting of one (1) or more hours of shift coverage, shall be compensated at the basic rate of pay for the applicable higher classification for all such hours actually worked.

A. A firefighter shall be compensated at a Lieutenants rate of pay if he assumes the responsibilities of being in charge of a shift. A Lieutenant already receives Officers pay and shall not receive compensation for a higher classification of pay when in charge of a shift.

ARTICLE 17
MILEAGE ALLOWANCE

Section 17.1. Employees required to use their private automobiles while conducting Fire Department business as approved by the Chief or his designee shall be compensated at the per mile reimbursement rate established by the Internal Revenue Service (IRS).

Section 17.2. The provisions of Section 17.1 above shall not apply to travel to and from work locations.

ARTICLE 18
TUITION REIMBURSEMENT

Section 18.1. Each full-time employee shall be entitled to a maximum reimbursement per calendar year as set forth in the City Personnel Policy Manual toward the costs incurred for tuition and fees for the successful completion of job-related coursework as prior approved by the Chief of the Department and the Director of Service & Safety in writing based on operational needs and in accordance with the provisions contained herein. Both the school and coursework must be prior approved by the Chief and the Director of Service & Safety.

Section 18.2. An employee who attains an "A" or "B" grade or equivalent will be entitled to full reimbursement up to the maximum provided; an employee who attains a "C" grade or equivalent will receive one-half (1/2) reimbursement up to the maximum provided for the approved coursework. Proof of successful completion must be provided prior to any reimbursement.

Section 18.3. Each full time employee who obtains post-secondary degrees in fields related to fire service shall receive the education supplements, upon the same terms, conditions and amounts as set for in section 5.13 (c) of the City Personnel Policy Manual.

ARTICLE 19
COMPENSATION UPON TERMINATION OF EMPLOYMENT

Section 19.1. Any full-time employee who has completed one (1) full year of continuous service with the Employer shall be entitled to payment for all applicable earned and accumulated compensatory time, holiday time, and vacation time upon voluntary termination from service with at least one (1) month notice in accordance with the provisions of this agreement.

ARTICLE 20
DURATION OF AGREEMENT

Section 20.1. This agreement shall be effective January 1, 2013 and shall remain in full force and effect through December 31, 2015.

ARTICLE 21
LIFE INSURANCE

Section 21.1. The Employer agrees to provide fully paid life insurance coverage, which includes accidental death and dismemberment, in the amount of forty thousand dollars ($40,000.00) per employee to each full-time employee who has completed thirty (30) days of continuous service with the Fire Department.

Section 21.2. The City shall own the life insurance policy, and the employee shall designate their own beneficiary. Benefits shall be paid directly to the beneficiary according to the terms stipulated in the policy.

ARTICLE 22
ON-DUTY INJURY

Section 22.1. A full-time employee who is injured while performing the duties of his position, whereby such injury makes it impossible for the employee to perform the duties of his position, shall be paid his regular rate of pay during the time period he is unable to perform such duties, not to exceed one hundred eighty (180) calendar days.

Section 22.2. The Director of Service and Safety or his designee shall be the sole judge in determining eligibility for payment in matters concerning on-duty injury, and the affected employee must provide a physician's diagnosis and certification and execute an agreement as set forth in Appendix "A" in order to be able to receive payment in accordance with the provisions contained herein. A claim initially determined non-compensable by the Director of Service and Safety may be overturned by order of the Industrial Commission of Ohio, and in such cases, the employee would then be entitled to the privileges herein.

Section 22.3. Should an employee be approved for Workers' Compensation disability benefits covering the one hundred eighty (180) day time period referred to in Section 22.1, the employee shall reimburse the Employer the amount of the Workers' Compensation benefits not to exceed the employee's wages for that time period. However, the Employer shall have the right to designate that the first one hundred eighty (180) days, or any portion thereof, be on-duty injury leave, payable by the City, and without application for lost wages through workers' compensation.

Section 22.4. Insurance coverage provided by this agreement and paid by the City shall be continued at City expense for a period during which the employee is receiving on-duty injury leave, not to exceed twelve (12) months.

Section 22.5. A full time employee suffering a non-work related injury that renders him/her unable to perform the duties of his/her position may be considered for the Employer's transitional work program on a case-by-case basis.

ARTICLE 23
CIVIL LEAVE

Section 23.1. An employee who is subpoenaed for court jury duty will be paid his regular salary or wage in full during his absence. He will, however, be required to turn over all monies received from the court to the Finance Director of the City. If a reasonable amount of time, as determined by the Fire Chief or his designee, remains during his scheduled work day, he will be expected to report for work following jury duty. A copy of the subpoena shall be submitted at the time of the request for civil leave.

Section 23.2. If an employee is required to appear in a court of law for personal reasons, he is expected to take either vacation leave or leave without pay at the discretion and approval of his department head. Whenever possible, an employee shall give at least twenty-four (24) hours advance notice of the need for such a leave.

ARTICLE 24
SICK LEAVE

Section 24.1. Bargaining unit employees shall accrue sick leave at the rate of .05769 hours for each regular hour in active pay status (excluding overtime hours), not to exceed a maximum of one hundred sixty eight (168) hours per year for two thousand nine hundred twelve (2,912) hour employees, and one hundred twenty (120) hours per year for two thousand eighty (2,080) hour employees.

Employees may use sick leave upon approval of the Chief of Fire or his designee for absence due to personal illness or injury, or for illness or injury, or for illness or injury of an immediate family member where the presence of the employee is necessary. Immediate family shall include spouse, child, parent, siblings, grandparents, grandchild, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parent, step-child, step-sibling, or other person who stands in the place of a parent, and spouse's parents. Unused sick leave shall be cumulative without limit. Sick leave shall be charged in minimum increments of one-quarter (¼) hour.

Section 24.2. An employee must call in as far in advance of his shift as possible, and normally at least two (2) hours prior to the start of his shift, to report an absence and request sick leave. The Chief of Fire or designee may waive the advance call-in requirements based on unusual circumstances and at his discretion. The Chief of Fire and/or designee shall require an employee to furnish a satisfactory written and signed statement to justify the use of sick leave, and may require a physician's statement. If medical attention is required, a certificate from a licensed physician stating the nature of the illness and indicating the ability of the employee to return to work shall be required. Falsification of either a written or signed statement or a physician's certificate shall be grounds for disciplinary action, including discharge. The Employer retains the right to withhold any benefit payments to any employee making a false or improper claim for benefits under this article and may take disciplinary action.

Section 24.3. A full-time employee with ten (10) or more years of service with the Fire Department may at the time of retirement from active service, or the legal representative of an employee with ten (10) or more years of service who dies prior to retirement may elect to be paid in cash for fifty percent (50%) of up to two thousand two hundred (2,200) hours of accrued but unused sick leave. Such payment shall be based upon the employee's base rate of pay divided by 2080 hours at the time of retirement or death. Payment for sick leave under this provision shall be considered to eliminate all sick leave accrued by the employee, and such payment will be made only once to any employee. The maximum payment which may be made under this section shall be one thousand one hundred (1,100) hours.

Section 24.4. A full-time employee who is laid off or placed on unpaid disability leave will, upon reinstatement to service, have any accrued but unused sick leave existing at the time of his layoff or leave placed to his credit.

Section 24.5. A full-time employee who transfers from the Fire Department to another department or division of the City may request to transfer any accrued but unused sick leave. Such request shall be submitted in writing to the Director of Public Service/Safety for verification and approval.

ARTICLE 25
UNIFORM ALLOWANCE

Section 25.1. Newly hired employees shall be entitled to a uniform allowance of one thousand dollars ($1000.00), subject to applicable taxes, for the purchase of original uniforms. In the event the newly-hired employee terminates employment from the City, he shall be obligated to repay the City the uniform allowance according to the following formula for separations which occur during the specified periods:

During the first twelve (12) months..... Repay $1000

Section 25.2. Full-time employees who have completed one (1) full year of continuous service shall be entitled to a uniform allowance not to exceed one thousand dollars ($1,000.00) in 2013, one thousand dollars ($1,000.00) in 2014, and one thousand one hundred fifty dollars ($1,150.00) in 2015, payable in equal semi annual checks in February and August, subject to applicable taxes. Such uniform allowance shall be available for the purchase of any of the following items: caps, shirts, coats, trousers, shoes, overcoats, winter jackets and/or other items approved by the Chief or his designee. For 2013, the one hundred dollar ($100.00) increase in the uniform allowance will be issued with the semi annual check to be issued in August 2013.

In the event that the Chief of the Department and the Director of Service & Safety determine to require a new or updated dress uniform, an additional allowance will be provided towards the purchase of such dress uniform not to exceed a maximum of an additional five hundred dollars ($500.00)

Each new hired full-time employee who has successfully completed his or her probationary period shall be entitled to an additional allowance not to exceed four hundred dollars ($400.00) toward the purchase of a dress uniform as required by the Chief of the Department and the Director of Safety & Service.

In the event of promotion, each promoted employee shall be provided by the employer with one (1) badge and one (1) set of collar devices indicative of the promoted rank. Within sixty (60) days of the effective date of the promotion, each promoted employee shall update his uniform to reflect the promoted rank utilizing his regularly scheduled uniform allowance.

ARTICLE 26
HOLIDAY COMPENSATION

Section 26.1. Each full-time employee with one (1) full year of continuous service with the Department shall be entitled to the following listed paid holidays and two (2) floating holidays to be scheduled by the Department Head:

1. New Year's Day - the first day of January
2. Martin Luther King Day - the third Monday of January
3. Presidents' Day - the third Monday in February
4. Memorial Day - the last Monday in May
5. Independence Day - the fourth day of July
6. Labor Day - the first Monday in September
7. Columbus Day - the second Monday in October
8. Veterans' Day - the eleventh day of November
9. Thanksgiving Day - the fourth Thursday in November
10. Christmas Day - the twenty-fifth day of December

A holiday from this article will be used as a day off during the peak period in the schedules as described in Article 12. In the event an employee is unable to schedule all holidays during the calendar year, unused holidays may be carried over to the first FLSA twenty-eight (28) day pay cycle in the following year, or the employee may, at his option, be paid within the first pay in December at the employee's basic rate of pay for the holidays. For the purposes of this provision, the holiday shall consist of eight (8) hours pay based upon a two thousand and eighty (2,080) hour year. For purposes of exercising holiday time off, a day consists of a full work shift of twenty-four (24) hours for each holiday taken.

Section 26.2. Additionally, each classified full-time employee shall be granted a total of three (3) days holiday time per year in lieu of any other compensation for working any recognized holidays.

Section 26.3. Requests for holiday compensatory time must be submitted at least seventy-two (72) hours in advance and shall be approved or denied by the Chief of the Department, or his designee, in consideration of operational needs and requirements and budgetary restraints.

Section 26.4. Holiday time for an employee working a forty (40) hour per week schedule shall be computed on the basis of eight (8) hours per holiday for a total of one hundred twenty (120) hours per calendar year. A forty (40) hour employee scheduled off on a holiday shall receive eight (8) hours of holiday pay in lieu of time off, except that an employee assigned to a ten (10) hour work day schedule will be compensated for ten (10) hours of holiday pay.

ARTICLE 27
VACATIONS

Section 27.1. Full-time employees who have completed one (1) full year of continuous service with the Fire Department, on or before June 1st of any calendar year, shall be entitled to vacation with pay. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

Length Of Service	Maximum Vacation Hours	
	2912	2080
One (1) year but less than seven (7) years	112 hours	80 hours
Seven (7) years but less than fifteen (15) years	168 hours	120 hours
Fifteen (15) years but less than twenty-two (22) years	224 hours	160 hours
Twenty-two (22) years or more	280 hours	200 hours

Section 27.2. If vacation time is not taken during the calendar year, same can be carried over for one (1) additional year; however, if same is not taken in the second (2nd) year, it will be forfeited. An employee who chooses not to hold over any vacation which is not taken in the calendar year can choose to be paid for said vacation time, rather than holding same over for the period of one (1) year. The choice must be made at the end of the year whether to hold over or be paid in lieu of the vacation time. Requests for payment of vacation must be submitted to the Finance Director not later than November 1 of the applicable calendar year, and payment shall be made the last payroll in December.

Section 27.3. All vacation time shall be scheduled and approved in advance by the Chief of the department, as he deems appropriate. Employees shall take vacation time off unless mutually agreed between the employee and the Chief. However, should it be mutually agreed that an employee work during his scheduled vacation, such employee shall be compensated for such vacation time at his regular rate of pay and shall not be credited with such vacation time for the purpose of computing overtime. An employee must utilize any carried over vacation plus a minimum of fifty percent (50%) of his annual vacation entitlement for the applicable calendar year in order to be eligible for payment of vacation time. Additionally, payment to an employee for vacation time in any calendar year shall not exceed one hundred twelve (112) hours. Under extenuating circumstances beyond the employee's control (i.e., extended illness or injury in excess of ninety (90) calendar days), the above will not apply and the employee shall be paid for all unused vacation time accrued during the applicable twelve (12) month period.

Section 27.4. The limitations above shall not apply in the year an employee retires; in such cases, an employee may be paid for up to one and one-half (1 1/2) times an employee's annual accrual eligibility, or two (2) times an employee's annual accrual eligibility where the employee's accrual, anniversary date, and usage would allow such payment, and/or where an employee has requested and been approved for greater than a fifty percent (50%) carryover. However, the Employer reserves the right to direct the usage of vacation when, in the opinion of the Employer, a respite from service (vacation) would be in the best interest of the affected employee and the department.

Section 27.5. Any full-time employee with one (1) year of service or more leaving the service of the Fire Department shall be entitled to pay for any accrued but unused vacation time.

ARTICLE 28
WAGE COMPENSATION

Section 28.1. Effective January 1, 2013, bargaining unit employees shall be compensated in accordance with the wage schedule set forth in Appendix C, herein which represents a two percent (2%) increase, implemented according to the implementation contained in the Letter of Implementation, Appendix D.

Section 28.2. Effective January 1, 2014, bargaining unit employees shall be compensated in accordance with the wage schedule set forth in Appendix C, herein which represents a zero percent (0%) increase.

Section 28.3. Effective January 1, 2015, bargaining unit employees shall be compensated in accordance with the wage schedule set forth in Appendix C, herein which represents a zero percent (0%) increase.

Section 28.4. **EMT**. All employees hired after July 1, 1999, shall have one (1) year from their date of hire to become EMT-B certified. The Employer will continue to provide/make available training to assist employees in maintaining any certifications required by the employer. Each member shall receive their pay increase the month following receipt of and submission of such certification for those not currently certified.

Section 28.5. Each member of the Fire Department who is certified as an EMT-B shall receive eighty dollars ($80.00) per pay EMT pay. The parties agree that the EMT supplement pay would be added to the employee's base rate of pay following the increase in wage rates effective in 2013 then the EMT supplement would no longer be paid.

Section 28.6. The parties recognize that longevity pay was abolished by mutual agreement in 1988 by adding the sum of eight hundred twenty dollars ($820.00) to the base rates of pay for each classification prior to computing general wage increases.

Section 28.7. The parties recognize that EMT supplement pay was abolished in 2013 by mutual agreement by adding the sum of Two thousand eighty dollars ($2,080.00) to the base rates for each classification after computing general wage increases.

ARTICLE 29
MANAGEMENT RIGHTS

Section 29.1. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the City and the Fire Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;

B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

C. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

D. To determine the Fire Department's goals, objectives, programs, and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;

E. To determine the size, composition, and duties of the work force and the number of shifts required to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the Fire Department;

G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;

H. To determine the necessity to schedule overtime and the amount required thereof;

I. To maintain the security of records and other pertinent information;

J. To determine the overall budget;

K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and

L. To determine and implement necessary actions in emergency situations.

Section 29.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 30
NO STRIKE/NO LOCKOUT

Section 30.1. The Employer and the Union recognize that a strike could create a clear and present danger to the health and safety of the public and that the agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

During the term of this agreement, the Union shall not authorize, cause, engage in, sanction, or assist in any sick call work stoppage, strike, sympathy strikes, or slowdowns which affects the Employer or its operations. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike, or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned by the Union and that all employees should return to work immediately", signed by the ranking Union officer of the local.

Section 30.2. In addition to any other remedies available to the Employer, any employee(s), either individually or collectively, who violate Section 30.1 of this Article, is subject to discipline or discharge by the Employer. Only the question of whether or not such employee(s) did in fact participate in or promote such action shall be subject to appeal.

Section 30.3. During the term of this agreement, the Employer shall not cause, permit, or engage in any lockout of its employees, unless those employees have violated Section 30.1 of this article.

Section 30.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 31
SEVERABILITY

Section 31.1. This agreement is subject to all applicable federal laws, Chapter 4117 of the Ohio Revised Code, and Equal Opportunity Commission rules and regulations, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 31.2. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part of a provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

ARTICLE 32
WAIVER IN CASE OF EMERGENCY

Section 32.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Huron County Commissioners, the Mayor, and/or City Council, the federal or state legislature, or the Fire Chief, such as acts of God or civil disorder, the following conditions of this agreement may be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances or Union submission of grievances.

2. Selected work rules and/or agreements and practices relating to the assignment of all employees.

Section 32.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

ARTICLE 33
INSURANCE (HEALTH CARE)

Section 33.1. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance (health plan) as provided to other City employees under a group insurance plan. Such coverage may be provided through an outside provider, a self-insured plan, or a combination of the two (2). However, in the event that during the term of this agreement a National Health Care Program is enacted which imposes new or additional payroll taxes/costs on the Employer, or reduces in whole or in part the deductibility to the Employer of its contribution to the health care plan, the terms of the health care plan will be modified to the extent possible and permitted by law to conform with any such National Health Care Program and to the extent necessary to avoid any new or additional payroll taxes/costs or loss of deductibility.

Section 33.2. The cost of health care premiums shall be split on a percentage basis with the Employer and the employee. Adjustments to the health care premiums shall be in accordance with the table below. The following is the percentage split:

Coverage	Employer/Employee % Split
Single	85% - City/15% - Employee
Family	85% - City/15% - Employee

Section 33.3.

A. Eligible employees may elect single or family coverage, and if it becomes available, employee/spouse coverage. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each participating employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in
order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 33.4. The parties agree that, at the close of each contract year, a meeting will be held between the Employer and the Union to review the Employer's experience during the previous year and to discuss the amount of premium/costs and the amount of employee contribution for the ensuing year.

Section 33.5. The current hospitalization and medical insurance program provides for a four hundred dollar ($400.00) per person and eight hundred dollar ($800.00) per family deductible, maximum annual out-of-pocket expense limitations of six hundred dollars ($600.00) per individual and one thousand two hundred dollars ($1,200.00) per family, and an 80/20 co-payment for combined hospital and medical benefit. These provisions apply only if the employee/family member uses the approved network of medical providers as defined in the plan.

Section 33.6. The Employer may enter into any cost containment agreements with any provider at any time during the life of this agreement. The Union and bargaining unit employees agree to participate in any educational program offered for this purpose, and further agree to comply with any and all policy/plan requirements of the provider/ administrator.

Section 33.7. The Employer may, during the life of this agreement, change insurance carriers/providers/administrators. Prior to any transfer of coverage to an equal or comparable program with a new carrier/provider/administrator, the Employer will notify the Union and provide them the opportunity for review and comment.

ARTICLE 34
MILITARY LEAVE

Section 34.1. The City shall pay an employee's regular pay while an employee is on temporary military leave, not to exceed thirty-one (31) calendar days in any calendar year.

ARTICLE 35
PENSION "PICKUP"

Section 35.1. The Employer shall maintain a "tax saving plan" wherein the Employer deducts the employee's contribution to the Police and Fireman's Pension Fund prior to calculating withholding taxes, upon approval of the IRS.

Section 35.2. For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions which are "picked up" by the Employer shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in compensation for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation of members as set forth in this agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary.

ARTICLE 36
FAMILY & MEDICAL LEAVE POLICY

Section 36.1. Eligible employees may be granted family and medical leave (FML) pursuant to the Family and Medical Leave Act of 1993, as amended.

Section 36.2. It is intended through this article that the parties comply with the Family and Medical Leave Act of 1993, as amended. The Employer may promulgate and/or modify policy in furtherance of that objective provided such policy/modification does not conflict with any other express provisions of this agreement.

ARTICLE 37
FUNERAL LEAVE

Section 37.1. A regular full-time employee who is absent from work due to a death in the employee's immediate family: spouse, child, parent, sibling, grandparent, grandchild, spouse's parents, step-parent, other person who stands in the place of a parent, step-child, or step-sibling shall be granted up to a three (3) work day leave of absence with no loss of pay. A regular full-time employee shall be granted a one (1) day extension of the funeral leave with no loss of pay for travel time if a funeral covered by this section takes place outside the State of Ohio.

Section 37.2. A regular full-time employee may utilize one (1) day of funeral leave to attend the funeral of the employee's daughter-in-law, son-in-law, sister-in-law, or brother-in-law.

ARTICLE 38
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

Section 38.1. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code Sections 124.01 through 124.56, nor any local Rules and Regulations of the Civil Service Commission of the City of Norwalk, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this agreement.

Section 38.2. Notwithstanding Section 38.1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Norwalk Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 ORC. Additionally, promotional appointments shall continue to be governed by applicable statute, regulation, and policy.

Section 38.3. Notwithstanding the above, Section 124.57 ORC shall continue to apply to bargaining unit employees.

ARTICLE 39
PHYSICAL FITNESS

Section 39.1. The Employer and the Employees agree to work towards the development of a physical fitness standard in the interest of promoting healthy and fit employees.

SIGNATURE PAGE

In witness whereof, the parties hereto have caused this agreement to be executed on this 9th day of May, 2013.

For The City Of Norwalk

_____

_____

_____

For The IAFF, Local #1199

_____, President IAFF Local 1199

_____

_____

APPENDIX A
AGREEMENT

The City of Norwalk, by and through the Mayor and/or the Director of Service And Safety, the Employer, and _____, its employee, agree as follows:

Whereas, the employee has been injured during the course of his or her employment with the City of Norwalk and has filed a claim for workers' compensation, said injury having occurred on or about _____, and the claim being numbered _____, and

Whereas, the employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury, and also intends to file and/or has filed in the Industrial Commission of Ohio a claim for loss of wages during the employee's disability resulting from such injuries, and

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

That if the Employer and/or designee has paid the employee's regular compensation under pertinent City ordinance or contract provision during the period or portion thereof of the employee's disability aforesaid, such employee shall reimburse the Employer to the extent he or she is awarded workers' compensation for loss of wages when the same is received, and that the Employer will then give appropriate credit to such employee for the sick leave/ injury leave for which the employee was charged during his or her said period of disability.

The employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

Salary Continuation Agreement

NOTWITHSTANDING the above, the Employer may designate the first one hundred eighty (180) days or any portion thereof as on-duty injury leave payable by the City without application by the employee for lost wages through Worker's Compensation.

The employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio, and it is hereby authorized to carry out the terms and provisions hereof.

For The City Of Norwalk	**For The IAFF, Local #1199**
_____	_____
_____	_____
_____	_____

APPENDIX B
GRIEVANCE FORM

Name And Classification_____ **Date** _____
Date And Time Grievance Occurred _____
Location Where Grievance Occurred _____
Description Of Incident _____

_____

_____

_____

_____

_____

Articles And Sections Of Agreement Violated _____

_____

_____

Date And Time Grievance Discussed With And Name Of Immediate Supervisor

_____

Signed _____

	Date	By	
Step #1	_____	_____	**Date Resolved** _____
Step #2	_____	_____	**Remedy** _____
Step 3#	_____	_____	_____
Step #4 Arbitration			_____

For The Employer **For The Union**

_____ _____

_____ _____

Date **Date**

APPENDIX C
WAGE SCHEDULE

2013 – 2%

Position	Hourly	Bi-weekly	Bi-weekly with EMT	Hourly with EMT	Annual with EMT
Captain	20.73	2,321.76	2,401.76	21.44	62,445.76
Lieutenant	19.38	2,170.56	2,250.56	20.09	58,514.56
Firefighter					
Class A	18.12	2,029.44	2,109.44	18.83	54,845.44
Class B	17.47	1,956.64	2,036.64	18.18	52,952.64
Class C	16.49	1,846.88	1,926.88	17.20	50,098.88
Class D	15.44	1,729.28	1,809.28	16.15	47,041.28

2014 – 0%

Position	Hourly	Bi-weekly	***	Annual
Captain	21.44	2,401.76		62,445.76
Lieutenant	20.09	2,250.56		58,514.56
Firefighter				
Class A	18.83	2,109.44		54,845.44
Class B	18.18	2,036.64		52,952.64
Class C	17.20	1,926.88		50,098.88
Class D	16.15	1,809.28		47,041.28

2015 – 0%

Position	Hourly	Bi-weekly	***	Annual
Captain	21.44	2,401.76		62,445.76
Lieutenant	20.09	2,250.56		58,514.56
Firefighter				
Class A	18.83	2,109.44		54,845.44
Class B	18.18	2,036.64		52,952.64
Class C	17.20	1,926.88		50,098.88
Class D	16.15	1,809.28		47,041.28

***EMT pay was rolled into the base rate in 2013. Consequently it is not reflected as a separate pay in 2014 and 2015 but is included in the base hourly rates.

APPENDIX D
City of Norwalk, Ohio
and
IAFF Local 1199
2013 – 2015 Collective Bargaining Agreement
Implementation Letter

Upon ratification and approval of the contract employees will receive a lump sum payment equal to two percent (2%) of their base rate of pay for the period of January 1, 2013, through the pay period which includes the latter of the dates of Union ratification, City Council approval, or the effective date of the ordinance approving the collective bargaining agreement.

In the event the Ohio Police and Fire Pension Fund determines that this payment is subject to pension contributions, the parties agree each will be responsible for their respective shares.

Implementation and payment of the increase in EMT supplement pay shall be included in the lump sum payment for the wage increase for the period from January 1, 2013, through the time for the lump sum payment. That is, the EMT supplement will be included in (rolled into) the base rate of pay effective January 1, 2013, after the two percent (2%) wage increase. However, when calculating the lump sum payments, the EMT supplement amounts paid ($60.00 per pay) through the implementation date of pay increased, will be deducted from the lump sum pay. That is, the employees will receive for the increase in EMT supplement pay an amount of twenty dollars ($20.00) per pay for the period of the lump sum.