

STATE EMPLOYMENT
RELATIONS BOARD

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AN AGREEMENT

between

THE CITY OF BAY VILLAGE, OHIO

and

**THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 1144, AFL-CIO**

EFFECTIVE: January 1, 2013
EXPIRES: December 31, 2015

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

ARTICLE V **RESIDENCY REQUIREMENT**

5.01 The City of Bay Village and IAFF Local 1144 agree to follow applicable State Law with respect to residency requirements. Unless State Law mandates something difference, all Fire Fighters shall reside within the City of Bay Village or within a twenty (20) mile radius from the center of Bay Village. If the twenty (20) mile radius enters any city or township, the entire city or township shall be included in the residency requirement.

ARTICLE VI **NO-STRIKE**

6.01 The Union does hereby affirm and agree that it will not either directly or indirectly, can, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services -from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

6.04 The Employer shall not lock-out any employees during the term of this Agreement.

ARTICLE VII **NON-DISCRIMINATION**

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or disability.

7.02 The Union expressly agrees that membership in the Union is at the option of the employees and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VIII

DUES DEDUCTIONS

8.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

8.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

8.03 The Employer shall deduct dues and initiation fees from the second pay in each calendar month. Any special assessment established in accordance with the Constitution and By-Laws of the Union, at the discretion of the Union, be deducted by the Employer from the first pay in each calendar month.

8.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

8.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE IX

PROBATIONARY PERIOD

9.01 All newly hired employees will be required to serve a probationary period of two (2) years. During said period, the Employer shall have the right to discipline or discharge such employees and any such action shall not be appealable through the Disciplinary, Grievance or Arbitrations Procedures here-in contained or to any Civil Service Commission. Employees shall have no seniority during such probationary period. However upon completion of the probationary period, seniority shall start from date of hire.

9.02 If a new employee is discharged or quits while on probation, and is later rehired, he shall be considered a new employee.

9.03 All promoted employees will be required to serve a probationary period of four (4) months. During said period, the Employer shall have the right to demote, to his previously lower grade, such employee and any such action shall not be appealable through the disciplinary, grievance or arbitration procedures herein contained or to any civil service commission. Such demotions shall not be made in an arbitrary or capricious manner.

ARTICLE X

UNION RIGHTS

10.01 The Union shall be allowed up to forty-eight (48) hours of paid leave per year for the attendance of Union officials at Union functions, subject to the approval of the Chief.

ARTICLE XI

SICK LEAVE

11.01 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) illness, injury or death in the employee's immediate family; and/or 4) family emergencies. Sick leave taken to attend to family emergencies is subject to Employer approval.

11.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours of compensated employment and may accumulate such sick leave to an unlimited amount.

11.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

11.04 Sick leave may be used in segments of not less than one (1) hour.

11.05 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury, death, or family emergency, as may be satisfactory to him, or may require the employee to be examined by a physician designated by and paid for by the Employer. In any event, an employee absent for more than one (1) work day must supply a physician's report to be eligible for paid sick leave, if requested by the Chief.

11.06 If the employee fails to submit adequate proof of illness, injury or death, or in event that upon such proof as is submitted or upon the request of medical examination, the Department Head, finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may, be considered an unauthorized leave and shall be without pay.

11.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

11.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

11.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children and parents residing in the home of an unmarried employee. When the use of sick leave is due to death in the

“immediate family” shall be defined to only include the employee’s parents, spouse, child, brother, sister, parents-in-laws and grandparents.

11.10 When the use of sick leave is due to the death of the employee's nephew, niece, spouse's nephew, spouse's niece leave shall be granted to attend funeral if scheduled to work, four (4) hours maximum time.

11.11 Maternity leave shall be administered in accordance with applicable Federal and State laws.

11.12 Upon the resignation, retirement or death of an employee who has not less than twenty (20) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Police and Firemen's Disability and Pension Fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half (1/2) the employee's annual salary. Employee's who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.13 Upon the resignation, retirement or death of an employee who has not less that fifteen (15) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio Police and Firemen's Disability and Pension Fund such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by forty percent (40%) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed a cash payment greater than one-half 1/2 the employee's annual salary. Employees who are involuntarily terminated (discharged) shall receive no payments under this paragraph.

11.14 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

11.15 Employees who have been laid-off for more than one (1) year shall receive a sick leave payment pursuant to either 11.12 or 11.13, as appropriate.

11.16 An employee wishing to be assigned "light duty" shall request such assignment with the Chief. Such request shall be accompanied with a physician's statement as to the reasons for such assignment and the expected length of such assignment. If the duration is expected to be for two (2) duty days or less, a physician's statement will not be necessary unless requested by the Chief. All requests for "light duty" shall be approved or disapproved at the reasonable discretion of the Chief or Safety Director. Employees assigned "light duty" shall suffer no diminution in wages or benefits.

11.17 Employees hired by the Employer subsequent to December 31, 1988, shall not receive credit for sick leave that may have been accrued working for another public employer prior to being employed by the Employer.

11.18 FORTY (40) HOUR EMPLOYEE

Any forty-hour (40) employee who utilizes sixteen (16) hours or less of sick leave in the period of January 1 and June 30 or the period between July 1 and December 31 shall receive one-half (1/2) paid day off for each such period. Any employee who utilizes eight (8) hours or less of sick leave between January 1 and June 30 or the period between July 1 and December 31 shall receive one (1) paid day off for each such period. Any employee who utilizes zero (0) hours of sick leave between January 1 and June 30 or the period between July 1 and December 31 shall receive one and one-half (1 1/2) paid days off for each such period.

11.19 FIFTY (50) HOUR EMPLOYEE

Any employee who utilizes twenty-five (25) hours or less of sick leave between January 1 and June 30 shall receive twelve (12) paid hours off each year when such employee meets the standard in the previous year. Any employee utilizes twenty-five (25) hours or less of sick leave between July 1 and December 31 shall receive thirteen (13) paid hours off each year when such employee meets the standard in the previous year.

ARTICLE XII VACATIONS

12.01 Each full-time employee shall earn and be entitled upon his/her employment anniversary, to paid vacation in accordance with the following schedule, however, if an employee's anniversary date falls on or after August 31, they shall receive the additional week of vacation earned in the calendar year following their anniversary.

| <u>Length of Continuous Service</u> | <u>Weeks</u> | <u>Tours</u> |
|-------------------------------------|--------------|--------------|
| After one (1) year | Two (2) | 5 |
| After five (5) years | Three (3) | 7 |
| After eleven (11) years | Four (4) | 10 |
| After eighteen (18) years | Five (5) | 13 |
| After twenty-five (25) years | Six (6) | 15 |

12.02 Vacation time shall be taken at a time approved by the Chief or his designate after January 1st of each year.

12.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

12.04 Any employee who resigns, is terminated, retires, or is separated from employment by the employer because of a reduction in force will receive pay for their unused and accrued

vacation time. In the case of resignation, they shall give two (2) weeks' notice in writing to the Chief to be eligible for such payment.

12.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Chief and approval of the Mayor. Any vacation time that is unused within the year granted, shall be deemed forfeited, unless unreasonably denied by the Chief and Mayor.

12.06 Any employee hired by Employer prior to January 1, 1989, who has accumulated and earned vacation time from being employed by the State of Ohio or any other political subdivision of the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer his length of service time for credit towards his vacation time calculation with the Employer.

12.07 If any employee(s) entitled to vacation time is deceased before any part of that vacation time is used, their heirs or estates will receive the vacation pay the deceased employee would have received.

12.08 All newly hired employees shall accumulate vacation at the rate of one (1) day or one-half (1/2) tour per month worked, not to exceed ten (10) days or five (5) tours during their first calendar year of employment, which may be taken as vacation subsequent to January 1st of the next calendar year. Thereafter, employees will be awarded vacations effective on January 1st of each year in accordance with the above scheduled.

12.09 Any employee who retires after fifteen years or more of service with the City shall receive a pro-rated vacation allowance earned for the calendar year in which the separation date occurs.

12.10 The City will buy back vacation time in excess of five tours of the current year's vacation time at the option of the employee. Any employee willing to sell back any portion in excess of five tours must notify the department head by August 1 of the current year how many tours the individual is cashing in. The vacation buy-back will be paid in a separate check the Friday following the first pay in August.

ARTICLE XIII

HOLIDAYS

13.01 All full-time employees shall receive the following paid holidays:

New Year's Day
President's Day
Good Friday
Memorial Day
Independence Day
Martin Luther King Day
Labor Day
Columbus Day

Veterans Day
Thanksgiving Day
Christmas Day

13.02 Employees working a regular twenty-four hour shift shall be entitled as of January 1st each year, to a maximum of six (6) tours per year, which days shall be designated by the Chief of the Division of Fire and such days shall be in lieu of any and all the aforesaid holidays. In the event an employee fails to work an entire year, such holiday time shall be pro-rated.

13.03 Employees shall be compensated at the rate of time and one-half (1 1/2) for working New Year's Day, Memorial Day, 4th of July, Thanksgiving Day and Christmas Day.

ARTICLE XIV **JURY DUTY LEAVE**

14.01 Any employee who is called for jury duty, either Federal, County or Municipal, shall suffer no loss in pay. The employee may keep any amount received from the court for such services, in lieu of reimbursement for any expenses associated with such service.

ARTICLE XV **FUNERAL LEAVE**

15.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to the time between the date of death through the date of the funeral off duty for each death in his immediate family. For the purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, parents-in-law, parents, siblings and/or other relative living in the employees household. The employee shall be granted the day of the funeral or memorial services, if scheduled to work, in the event of the death of the employee's siblings-in-law, grandparents, grandchildren, aunt, uncle and spouses grandparents, grandchildren, aunt and uncle. "Employee's parents" shall include any adult who had the responsibility of raising the employee as a foster or surrogate parent, irrespective of consanguinity or degree of relationship.

ARTICLE XVI **INJURY LEAVE**

16.01 When an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work for one (1) tour of duty, or less or three (3) tours of duty, or more, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he files for Worker's Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

16.02 If at the end of this ninety (90) day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

16.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

16.04 Nothing in this article will prohibit the employer, at its discretion from assigning to an employee currently on an approved injury leave, those duties which the employee can perform in light of the employee's injury, as specified by the employee's attending physician.

16.05 For an employee to be placed on paid leave, he/she must provide a doctor's note or certificate indicating that all time missed is due to the work-related injury.

16.06 Employees returning from injury leave must provide a doctor's note or certificate indicating that the employee is able to return to work.

16.07 Once an employee receives approval to return to full duty as a Firefighter/Paramedic by his/her attending physician, no paid injury leave will be permitted for further time off unless the employee re-injures himself/herself pursuant to Section 16.01.

ARTICLE XVII OVERTIME

17.01 All employees, for work actually performed in excess of a fifty (50) hour weekly average within a twenty-seven (27) day period, when approved of by the Chief, shall be compensated at the rate of one and one-half (1-1/2) times the employee's fifty (50) hour rate, except for emergency call-ins three hour minimum and emergency hold overs two hour minimum which shall be paid at the forty (40) hour rate. The employee's fifty (50) hour rate shall be computed by adding the employee's annual longevity to his base salary and dividing by 2600. Paramedic pay shall be included in base salary for calculating overtime.

17.02 Employees shall, at their election, be able to accrue compensatory time at one and one-half (1 1/2) times the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred (100) hours. In the event an employee works overtime when his "comp-time bank" is at one hundred (100) hours, he shall be paid cash for such overtime.

17.03 Compensatory time may be taken off upon the approval of the Chief or designee and when such time off shall not interfere with the operation of the Fire Department or require the payment of overtime at the time the approval is made.

ARTICLE XVIII UNIFORM MAINTENANCE ALLOWANCE

18.01 Every person newly hired as a full-time employee shall receive an initial uniform allowance of fifty percent (50%) based on the schedule in Article 18.04, payable after his first thirty (30) days of employment, and an additional allowance of fifty percent (50%) based on the schedule in Article 18.04 payable upon completion of six (6) months employment.

18.02 Each employee except those who have not completed one (1) year of service as of April 1 of any year, shall receive a uniform allowance of fifty percent (50%) based on the schedule in Article 18.04 on April 1 and an allowance of fifty percent (50%) based on the schedule in Article 18.04 on October 1 each- year.

18.03 Each full-time employee who has not completed one (1) year of service on April 1 shall receive on April 1 of their first year of service an amount equal to fifty percent (50%) based on the schedule in Article 18.04 below less one-sixth (1/6) for each month which they have yet to serve in order to have twelve (12) months of service. The same computation and resulting payment will be made on October 1.

18.04 Schedule of uniform allowance is as follows: \$1,200.00 per year for 2013, 2014 and 2015.

18.05 The above payments shall be made on the first pay date after the date due.

18.06 The Employer shall continue the present practice of providing necessary "turn-out gear" at no cost to the employee. All "turn-out gear" purchased subsequent to January 1, 1987 shall meet the NFPA standards in effect at the time of purchase.

ARTICLE XIX **INSURANCE**

19.01 All full-time employee may receive hospitalization coverage from the City of Bay village in its Self-Funded Plan. Effective January 1, 2013, employee health care contributions shall be \$35.00 single/per month and \$70.00 family/month on a pre-tax basis. Effective October 1, 2013, employee shall contribute 8% of the monthly health insurance premium for either the single or family plan. Effective March 1, 2014, employees shall pay 9% of the health insurance premium for either the single or family plan. Effective March 1, 2015, employees shall pay 10% of the health insurance premiums for either the single or family plan. All employee percentage contributions shall be on a pre-tax basis. The Employer reserves the right to change insurers, at its renewal, providing the schedule of benefits is comparable to or better than the existing benefit levels. "Comparable" in this sense shall mean equivalent to or better than the existing benefit levels. However, the plan document for any medical provider shall be the controlling determination for benefits under the hospital insurance for the employees (hospitals and providers are not guaranteed to be maintained with or without a change in insurers). The City will make available to employees a Section 125 Health Savings Plan.

Prescription Coverage: Effective October 1, 2013, individuals shall be responsible for a \$10 co-pay for generic prescriptions, a \$30 co-pay for formulary prescriptions and a \$50 co-pay for name brand prescriptions. If a generic is not available, the individual is responsible for the appropriate co-pay. An individual will pay the appropriate co-pay when the prescribing doctor has indicated DAW (dispense as written) on the prescription. DAW shall be the doctor's insistence and not as the result of the patient requesting a DAW. If a generic is available and the patient has required through the doctor DAW, the patient is responsible for a \$10 co-pay plus the difference in price between the name brand and the generic. Maintenance prescriptions are

| <u>Job Title</u> | <u>Wages</u> | <u>Prob.</u> | <u>1 yr.</u> | <u>2 yr.</u> | <u>3 yr.</u> |
|-----------------------|--------------|--------------|--------------|--------------|--------------|
| Firefighter/EMT | | \$46,633 | \$51,919 | \$58,891 | \$66,953 |
| Firefighter/Paramedic | | \$47,634 | \$52,914 | \$59,813 | \$67,953 |
| Lieutenant/EMT | \$74,317 | | | | |
| Lieutenant/Paramedic | \$75,427 | | | | |
| Captain/EMT | \$82,493 | | | | |
| Captain/Paramedic | \$83,725 | | | | |

20.03 Effective the first full pay period in January 1, 2015, all employees shall be paid a wage rate in accordance with the following schedule. Any non-paramedic firefighter hired prior to the execution date of this Agreement shall be paid the EMT rate until he qualifies for such rate.

| <u>Job Title</u> | <u>Wages</u> | <u>Prob.</u> | <u>1 yr.</u> | <u>2 yr.</u> | <u>3 yr.</u> |
|-----------------------|--------------|--------------|--------------|--------------|--------------|
| Firefighter/EMT | | \$47,566 | \$52,957 | \$60,069 | \$68,292 |
| Firefighter/Paramedic | | \$48,587 | \$53,972 | \$61,009 | \$69,312 |
| Lieutenant/EMT | \$75,803 | | | | |
| Lieutenant/Paramedic | \$76,935 | | | | |
| Captain/EMT | \$84,143 | | | | |
| Captain/Paramedic | \$85,399 | | | | |

20.04 Any Fire Fighter who is designated a "Fire Inspector" shall be paid an additional one hundred (\$100.00) dollars per month.

20.05 The Employer may start a newly hired employee at a pay rate higher than the "Probationary" step when such employee has training and experience to warrant such higher rate of pay.

20.06 The Executive Officer who substitutes for the Fire Chief shall be paid an additional one hundred (\$100.00) dollars per month.

20.07 Effective 1-1-2004, any part-time employee hired after said date shall only receive compensation based on his rate of pay with no other benefits afforded said employee.

20.08 Each employee certified as a paramedic shall receive a paramedic pay bonus as a bi-weekly adjustment on their base salary as follows:

| <u>Job Title</u> | <u>Wages</u> | <u>Prob.</u> | <u>1 yr.</u> | <u>2 yr.</u> | <u>3 yr.</u> |
|------------------|--------------|--------------|--------------|--------------|--------------|
| Firefighter | | \$915 | \$995 | \$1,100 | \$1,225 |
| Lieutenant | \$1,330 | | | | |
| Captain | 1,440 | | | | |

20.09 Employees assigned to fill in for an absent officer on a "squad" shall receive the Lieutenant's rate of pay at an hour for hour basis for each hour assigned as squad leader.

20.10 A Lieutenant assigned as officer in charge shall receive the Captain's rate of pay at an hour for hour basis for each hour assigned such position.

20.11 All compensation provisions including regular pay or pay supplements, uniform allowances and longevity shall be by direct deposit and paid within the normal bi-weekly payroll period.

ARTICLE XXI **LONGEVITY**

21.01 All employees shall receive longevity payments for continuous full-time employment at the rate of \$100 per year of service, after completion of five years to a maximum of \$3,000.00.

21.02 Continuous employment shall begin on the date of the employee's last date of hire and shall be completed by November 15th of each year.

21.03 Such longevity amounts shall be paid only to employees employed on November 15th on the first regular pay date in December. Retirees or employees who voluntarily terminate their employment in good standing shall be paid a pro-rated amount at time of retirement/termination.

ARTICLE XXII **MILITARY LEAVES**

22.01 All regular full-time employees who are on leaves of absence from their employment and in attendance in the military service, field training or other active duty of the Ohio National Guard, Ohio Defense Corps, Ohio Naval Militia, or as a member of other Reserve components of the Armed Forces of the United States, shall be entitled to receive for the period of such service, training or active duty not in excess of thirty-one (31) days in anyone calendar year, their regular pay, less the pay received for participation in such service, training or other active duty. Reimbursed expenses, travel and subsistence pay and other similar allowances shall not be considered in determining the amount of pay received for such service, training or active duty. Provisions of this section shall not apply if such military service, field training or other active duty is less than seventy-two consecutive hours or longer than thirty-one (31) consecutive days.

22.02 Any such employee may, at his election, credit all or any portion of such military leave of absence against his regular annual vacation and for such period so charged the employee shall receive his regular vacation pay without deduction for the pay received for such service, training or active duty.

ARTICLE XXIII **MILEAGE ALLOWANCE**

23.01 All employees shall be reimbursed for the use of a personal motor vehicle for employer business at the rate established by the Internal Revenue Service. The Director of Finance shall make such reimbursement.

ARTICLE XXIV **EXPENSES**

24.01 Tips and gratuities which are included in any legitimate expense shall be paid by the Employer.

ARTICLE XXV **SHIFT EXCHANGE**

25.01 Employees may exchange shifts when the change does not interfere with the operation of the Fire Department, providing the exchanging of shifts is approved in advance by the Chief or his designee and both shift officers.

ARTICLE XXVI **HOURS**

26.01 Each employee of the Division of Fire, other than the Chief, deputies and those assigned as Fire Safety Inspectors shall not exceed one hundred ninety-two (192) hours in a twenty-seven (27) day period in such shifts as may be arranged by the Chief so that each Fire Fighter is on duty for a shift of not more than twenty four (24) hours on followed by forty-eight (48) hours off, except in cases of emergency or in line of duty at the time of a fire.

26.02 Employee(s) assigned as Fire Safety Inspector shall be on duty forty (40) hours each week.

ARTICLE XXVII **LAYOFF AND RECALL**

27.01 In the case of personnel reductions, when a position in the Fire Department is abolished and the incumbent has been permanently appointed, if the position is above the rank of Fire Fighter, the youngest officer in point of service in such rank shall be demoted to the next lower rank and the youngest officer in point of service in such lower rank shall be demoted, and so on down until the youngest person in point of service in the rank of Fire Fighter has been reached and he shall be laid off.

27.02 When an abolished Fire Fighter's position is re-established, the person laid off who has the highest seniority shall be entitled to that position. If a promoted position is abolished then re-established, the person who held that position shall be entitled to that position. For the purpose of personnel reduction, "rank" shall be defined as Captain, Lieutenant, and Fire Fighter. No new employees shall be hired until all laid off employees have been given an opportunity to return to work. Any employees of the Fire Department will lose all recall rights if they have been on layoff for three (3) consecutive years.

ARTICLE XXVIII **PENSION**

28.01 The Employer shall, as soon as practical, create a "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Police and Firemen's Pension Fund prior to calculating withholding taxes, upon approval of the I.R.S.

28.02 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 XXIX APPENDICES AND AMENDMENTS

29.01 All appendices and amendments of this Agreement shall be numbered (or lettered); dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

ARTICLE XXX HEADINGS

30.01 It is understood and agreed that the use of headings before articles and sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXXI GENDER AND PLURAL

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

ARTICLE XXXII OBLIGATION TO NEGOTIATE

32.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

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

ARTICLE XXXIII **TOTAL AGREEMENT**

33.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

ARTICLE XXXIV **CONFORMITY TO LAW**

34.01 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.

34.02 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.

ARTICLE XXXV **DURATION**

35.01 This Agreement shall be effective retroactive to 12:01 a.m. on January 1, 2013 and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2015.

ARTICLE XXXVI **DISCIPLINARY PROCEDURE**

36.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

36.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense at each step of the disciplinary procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

36.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

36.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

36.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

36.06 Except for demotions, discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

36.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within three (3) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative or an attorney at his/her own expense at every step of the proceeding;

36.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 36.12, until the matter is settled or the arbitrator renders a determination.

36.09 The following administrative procedures shall apply to disciplinary actions:

- A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.
- B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the

employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within three (3) working days from receipt of the Notice of Discipline.

36.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

36.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

36.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

36.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XXXVII GRIEVANCE PROCEDURE

37.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

37.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.
- b) Aggrieved Party - the "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually or the Union filing a grievance.

- c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

37.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours, unless agreed otherwise by the shift officer and approved by the Chief.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and Employer and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The aggrieved party may choose whomever he wishes to represent him at any step of the Grievance Procedure after Step 1.
- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

- h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- i) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

37.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his director, if the director's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's director will discuss the issues in dispute with the objective of resolving the matter informally. The supervisor shall give his answer within five (5) days of the meeting.

Step 2:

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision at Step 1. The Chief shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the employee's representative, with a copy to the employee if he requests one, within fifteen (15) days from the date of the meeting.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXVIII ARBITRATION PROCEDURE

38.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one name remains who shall be designated the arbitrator to hear the grievance in question.

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

38.03 The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties.

38.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

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

38.06 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

38.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Nels Nelson; 2) Virginia Wallace Curry; 3) Mitchell Goldberg; 4) Jonathan Klein; 5) Matthew Franckiewicz; 6) James Mancini; and 7) Floyd Weatherspoon.

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

ARTICLE XXXIX PROMOTIONS

39.01 To the extent that the procedures set forth in this article are contrary to the provisions of Ohio Revised Code Section 124.25 and any related provisions, as well as Civil Service Rules and Regulations, the parties intent to supercede those provisions. All vacancies in the ranks above the classification of Firefighter shall be filled by promotion in accordance with this Article. All

Promotions shall be based upon the Civil Service Commission's administration of a written civil service examination and an independent assessment center's evaluation of each promotional candidate. After the written civil service examination and all assessment evaluations are completed, a "Final Composite Score" not to exceed one hundred (100) shall be compiled. The civil service examination score shall be converted so as to constitute fifty percent (50%) of the Final Composite Score. The assessment evaluation score shall also be converted so as to constitute fifty percent (50%) of the Final Composite Score. Subsequent to the compiling of the Final Composite Score, for each vacancy the Employer shall select one (1) of the top three (3) ranked employees on the Final Composite Score to fill that vacancy.

ARTICLE XL EXECUTION

40.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 31st day of December, 2013.

FOR THE UNION:

FOR THE EMPLOYER:

International Association of
Fire Fighters, Local 1144,
AFL-CIO

City of Bay Village, Ohio

James Schmitt
James Schmitt

Deborah Sutherland
Deborah Sutherland, Mayor

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within 3 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 5 working days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will schedule a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within 5 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Grievance Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript of record within at least 5 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within three (3) working days to the Appointing Authority (Department Head) if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature: _____

Date: _____

Approved: _____ Date: _____

Appointing Authority Signature: _____

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1144, AFL-CIO

LETTERS OF UNDERSTANDING

EMPLOYER-APPROVED PHYSICAL FITNESS ACTIVITIES

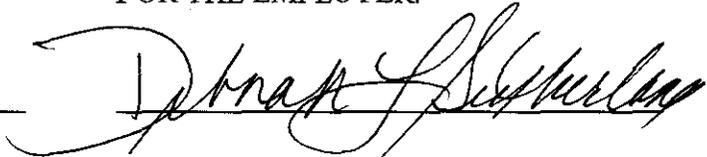
SIDE LETTER A - WORKER'S COMPENSATION WAIVER

Any injury suffered by an employee resulting from engaging in any Employer-sponsored or Employer-approved physical fitness activities shall be considered an injury received in the court of, and arising out of, the injured employee's employment with the City, and thereby eligible for workers' compensation. To the extent workers' compensation benefits are not available, the employee will be covered under the Employer's health insurance plans pursuant to their provisions. Any previously signed workers' compensation waivers will no longer apply to any Employer-sponsored or Employer-approved physical fitness activities.

FOR THE UNION:

FOR THE EMPLOYER:





Dated: 12/31/13

Dated: 12-31-13

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 1144, AFL-CIO

LETTERS OF UNDERSTANDING

SIDE LETTER B – STAFFING

The Employer agrees that the complement of the Fire Department shall consist of twenty-four (24) bargaining unit employees (firefighters, lieutenants and captains), with eight (8) employees assigned to each of three (3) platoons. A bargaining unit employee certified in fire inspection may at the City's discretion be assigned to perform fire inspection duties during their shift. A firefighter may also be assigned to the Fire Prevention Bureau for light duty when practical, at the discretion of the Chief.

When a permanent vacancy occurs, the Employer will fill the vacancy within ninety (90) days except that any planned retirement resulting in permanent vacancies will be filled within thirty (30) days.

In the event the Employer enters into a Regional Fire District or other entity, all existing employees will be guaranteed employment in the District or other entity.

FOR THE UNION:

FOR THE EMPLOYER:

Be D. L.

D. Mark R. [Signature]

Dated: 12/31/13

Dated: 12-31-13



City of Bay Village

350 DOVER CENTER ROAD
BAY VILLAGE, OHIO 44140-2299

STATE EMPLOYMENT
RELATIONS BOARD

GARY A. EBERT
Director of Law

GARY A. HOTZ
Prosecutor

JEAN CUNDEY
Assistant to Law Director

January 3, 2014

2014 JAN -6 P 2: 50 Phone: 440/899-3412
Fax: 440/871-5751

State Employment Relations Board
Clerks Office
65 E. State Street, 12th Floor
Columbus, Ohio 43215

**Re: Bay Village Fire, IAFF Local 1144 and
City of Bay Village
2012 – MED-11-1381**

Dear Sir/Madam:

Enclosed please find the copy of executed Collective Bargaining Agreement for City of Bay Village and International Association of Firefighters for the period January 1, 2013 through December 31, 2015.

Thank you.

Very truly yours,

Gary A. Ebert
Director of Law

GAE/jc
Enclosures

cc: Brandon DiMacchia, Bay Village Firefighters, IAFF Local 1144