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AN AGREEMENT

between

THE CITY OF WILLOUGHBY, OHIO

and

THE WILLOUGHBY PART-TIME FIREFIGHTER ASSOCIATION

EFFECTIVE: APRIL 1, 2013

EXPIRATION: MARCH 31, 2016

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ARTICLE I. RECOGNITION AND UNIT DESCRIPTION

1.1 The Employer hereby recognizes the Association as the Exclusive Bargaining representative for all employees in the Bargaining Unit hereinafter described. The Bargaining Unit shall consist of all part-time employees in the following classifications:

- * A. Firefighter Probationary
 - * B. Firefighter Third Class
 - * C. Firefighter Second Class
 - D. Firefighter First Class
 - * Probationary, Third Class, and Second Class Part-Time Firefighters are required to work two twelve hour Holidays per section 10.4
- 1.2** Excluded are all other employees of the City of Willoughby.

ARTICLE II. DUES DEDUCTIONS

2.1 The Employer shall deduct Association initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms to permit said deductions. The dues deductions shall be made monthly from the first pay check of each month. The Employer shall not be responsible for computations or accounting in any way of dues or fees. The Employer shall make a deduction when the employee's net wages are sufficient to meet or exceed the deduction amount. Deductions and fees shall be uniform in amount and not changed more than two (2) times in any calendar year.

2.2 The Employer will supply to the Association a list of all employees for whom deductions have been made and it will be transmitted, along with the amount of the deducted dues, to the Association within fifteen (15) days from the date of deduction.

2.3 All current employees upon execution of this Agreement, or new employees upon completion of sixty (60) days of employment with the Employer, who have not become Association members, shall pay a "fair-share fee" not to exceed the Association's regular monthly dues as a condition of employment with the Employer. The fair-share fee payment shall not require any employee to become a member of the Association.

2.4 The amount of the fair-share fee shall be certified to the Employer by the Association. Such certified amount shall be deducted from the employee's earnings, except that employee authorization shall not be required.

2.5 The Association shall prescribe an internal rebate procedure for nonmembers, in conformance with Federal laws, and shall advise each nonmember as to such procedure and provide to the Employer and each nonmember a copy of the procedure.

2.6 The Association 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 Association shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE III. MANAGEMENT RIGHTS

3.1 It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged in this Agreement or modified by provisions of 4117 of the Ohio Revised Code. These rights include the rights to:

Determine its location, mission, and policies; set forth all standards of service offered to the public; maintain order; hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees; relieve, discharge, suspend, demote, or otherwise discipline employees for just cause; terminate, in a non-disciplinary manner, the employment of employees who are rendered or become unable to perform the work for more than eighteen (18) months normally required of Firefighters/EMT; make, publish, and enforce reasonable rules and regulations; determine classifications within, and the size, duties, and qualifications of, the work force; determine work shifts; schedule and assign work, including overtime; reorganize, discontinue, reduce, or enlarge any department, or portion thereof; determine the methods and means of the work; determine the numbers of personnel required; establish the standards of work; introduce new or improved methods, equipment, or facilities; contract out for goods and services; and to take any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

3.2 The City of Willoughby has the sole right and authority to determine the purpose and mission of the Employer and the amount of budget to be adopted thereto.

3.3 If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an

emergency arise, the Employer shall advise the Association of the nature of the emergency. The Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Association.

Not more than ten (10) days after a declared emergency has ended, all suspended provisions of this Agreement shall regain full force and effect.

3.4 With regard to any grievance arising out of the suspension of any provisions of this Agreement by the Employer in the exercise of its rights under Section 3.3 of this Article, all time limits set forth in the grievance procedures of this Agreement shall be tolled until the emergency is over and the suspended provisions shall have regained full force and effect or, at the option of the Association, until the Association shall have received the Employer's written confirmation of its advice regarding the nature of the emergency if it has not already received the same by the time the suspension of provisions is ended.

ARTICLE IV. ASSOCIATION MEETINGS

4.1 Membership meetings of the Association may be held at the Fire station with advance authorization being given by the Chief. Neither committee or membership meetings shall disrupt or interfere with the operations of the Fire Department or any other business of the Employer. Such meetings shall not preclude nor prevent employees from performing required assigned duties. The Employer reserves the right to designate a location in which such meetings are permissible.

4.2 A Labor-Management Committee consisting of two (2) representatives of the Employer and two (2) Association representatives shall be established. The Committee, upon request of either party, may meet once each quarter or as mutually agreed, for the purpose of discussing and/or resolving any mutual work related problems. Such meetings shall be closed to the public including the press, unless otherwise mutually agreed.

ARTICLE V. NON-DISCRIMINATION

5.1 The Employer and the Association agrees not to discriminate against any employee for their activity in the behalf of, for membership or non-membership in the Association.

5.2 The Employer and the Association agree that there shall be no discrimination against any employee because of race, creed, religion, color, national origin, or sex.

ARTICLE VI. SENIORITY

6.1 Seniority shall be an employee's uninterrupted length of continuous service with the City of Willoughby Fire Department from the last date of hire as a part time Firefighter. There shall be no lost time of seniority while on approved unpaid leave.

6.2 Whenever more than one person is hired at the same time, seniority will be determined by the first starting date of those employed.

If starting times are the same, the ranking of candidates on the eligibility list will determine seniority with highest ranking being senior.

ARTICLE VII. POLICIES AND PROCEDURES

7.1 The Employer may prepare, issue, and enforce reasonable policies and procedures in the exercise of a management function as established by the Management Rights article of this Agreement, pursuant to ORC 4117. Changes that affect terms and conditions of employment shall not be in conflict with this Agreement.

Specific terms and conditions set out in this Agreement shall not be changed except under mutual agreement.

7.2 When policies and procedures are changed or new rules established, the Employer shall send the Association a copy of the changed or new rule at least ten (10) days prior to the effective date, except in emergencies, when such rules will go into effect immediately.

7.3 Employees shall receive copies of policies and procedures at the time of hire or as they are implemented or periodically changed.

ARTICLE VIII. PHYSICAL EXAMINATION

8.1 Normally, all part-time Firefighters shall have a physical examination bi-annually as determined by the Employer. Examinations shall be conducted prior to April 1st. The Employer may also require a medical examination or evaluation at any time the Employer believes a condition exists that affects the employee's ability to perform the duties of their position. The examination or evaluation shall be performed by a physician designated and paid for by the Employer. All testing shall be conducted in accordance with medical standards.

8.2 The Employer reserves the right to establish a physical fitness standard. If found unfit for duty and unable to return to regular duty within eighteen (18) months, the

employee may be removed from service. Any future employment shall be considered in the same manner as any other applicant.

8.3 Employees actively employed who are required by the Employer to submit to an examination or evaluation shall be compensated for such time.

8.4 All results of the physical exam shall be confidential between the employee, the physician, and the Employer or their designated representative.

8.5 At the Employer's sole discretion, the above physical examination may contain a test (blood screen) for the HIV-acquired immunity deficiency syndrome (AIDS) virus. Such testing and the test results shall be implemented as follows:

- A.** The physician performing the examination shall counsel each employee as to the testing process, possibility of inaccurate test results, and any other subject medically appropriate;
- B.** In the event a positive test result occurs after the second test, the employee shall be given the Western Blot Test, which shall be paid by the Employer. There shall be no releasing of the first test results to anyone other than the physician and the employee;
- C.** In the event a positive test occurs in the Western Blot Test, the results shall be kept completely confidential between the physician and the employee until such time it is finally determined that the employee is actually infected;
- D.** In the event of such a final determination, the results will be kept confidential between the physician, employee, and Mayor. At that time, the situation will be handled pursuant to Section 8.6 below.

8.6 If as a result of the above-provided physical examination, it is determined that the employee is actually afflicted with AIDS, as opposed to just testing positive for AIDS antibodies, the Employer may:

- A.** Allow the afflicted employee to continue to work until he is physically unable to do so; or
- B.** Relieve the afflicted employee from duty and put on unpaid leave, pending the approval of his retirement.

8.7 If, as a result of the above-provided physical examination, it is determined that an employee tests positive for AIDS antibodies but is not afflicted with the actual disease, the Employer may:

- A.** Make no changes in the employee's duties or employment;

- B. Transfer the employee to another position within the Fire Department where he would not be in contact with the general public;
- C. Transfer him to another job within the Employer's workforce, but outside the Fire Department; or
- D. Remove the employee from duty and work altogether.

8.8 In the event the Employer elects to transfer the employee to another job outside the Fire Department and give him a new job classification, the employee will suffer no reduction in his existing wage.

8.9 All costs associated with any AIDS tests administered pursuant to this Article, shall be borne by the Employer.

ARTICLE IX. HOURS OF WORK AND OVERTIME

9.1 The work week and hours shall be determined by the Employer. Establishment of a work week or hours does not guarantee a minimum number of hours or scheduled work week.

9.2 An employee recalled to duty for any emergency call back shall be paid a minimum of three hours (3) of pay at the applicable rate.

9.3 Overtime is defined as time worked in excess of one hundred nine-two (192) hours in a twenty-seven (27) day designated period.

ARTICLE X. SCHEDULING

10.1 Available hours as determined by the Employer shall be posted on or before the first day of the month prior to the month being scheduled. There shall be three (3) sign up dates in each month. The first day (1st), eighth day (8th), and fifteenth day (15th), each beginning at 18:00 hours. Any employee picking time prior to the established dates or times may be subject to revocation of such time.

10.2 Based on need, the Employer reserves the right to designate employees restricted to certain shift selections.

10.3 Failure to fulfill duty assignments or to comply with established requirements may result in disciplinary action; up to and including termination.

10.4 Probationary, Third Class, and Second Class Part-Time Firefighters will be required to sign up for two (2), twelve (12) hour shifts for holidays. Holidays to include those listed in Section 16.1 (Holidays). Those failing to do so shall forfeit the first participation incentive payment the following year; (employee applicable). If all holidays are filled, there will be no loss of participation incentive pay. See Section 1.1 regarding PTFF Holiday Work Classifications: First Class are encouraged to work.

10.5 Part-time firefighters signing up for shifts may not white out or erase their names after the first round of sign ups. It is the individual's responsibility to assure shift is filled. Failure to assure filling of shift may result in disciplinary action; up to and including termination.

ARTICLE XI. DISCIPLINARY ACTION

11.1 No employee shall be disciplined and except for newly hired probationary employees, no employee shall be discharged or removed except for reasonable cause. When reasonable cause for imposing disciplinary action upon an employee is determined by the Employer to exist such action will be imposed, whenever practicable, in such a manner as to avoid embarrassing the employee before other employees or the public.

Disciplinary actions or measures may include, but are not limited to, any of the following:

- A.** Cautionary Warning
- B.** Written Reprimand
- C.** Suspension
- D.** Discharge

11.2 Cautionary warnings or written reprimands may be given to employees without prior notification, and a record of such reprimands may be entered in the employee's personnel file.

11.3 All employees who may be subject to any disciplinary action more severe than an cautionary warning or written reprimand, whether continuing to work or suspended pending disciplinary action, will be given a written notice of the Employer's intent to discipline and will be afforded a hearing (at which he shall be entitled, other than at the Employer's expense, to representation of his choice) before a detached hearing officer.

The notice of intent required by this section shall advise the employee of the nature of the charges against him, the levels of discipline which may be incurred if they are sustained, his right to a representative of his choice other than at the Employer's

expense, and the date, time, and location of the disciplinary hearing to be afforded him. An employee shall be given a minimum of four (4) days notice of such hearing. A copy of this notice shall be delivered to a designated Association representative, on duty at the time. Contemporaneously with its delivery to the employee who is subject to discipline, or as soon thereafter as the Association has a representative on duty.

Prior to the scheduled time for hearing, the employee may waive his right to a hearing. An employee who waives his right to a hearing shall be deemed to acknowledge the existence of cause for imposition of any of the disciplinary penalties set forth in the notice of intent, and may not grieve the imposition of discipline in the matter for which the hearing was scheduled. An employee who fails to attend a scheduled disciplinary hearing after receipt of a proper notice of intent, and without prior agreement with the Employer, or between the Employer and the Association, to reschedule that hearing, shall be conclusively deemed to have waived the right to a hearing.

At the hearing provided for herein, the employee shall be afforded an opportunity to respond to the charges against him, and to advance any versions of events he believes operate to his benefit.

11.4 Any employee receiving a suspension, or discharge may appeal such penalty through the grievance procedure beginning at Step 2. Newly hired probationary employees may not appeal a probationary removal under the terms of this Agreement.

ARTICLE XII. PERSONAL SERVICE RECORDS

12.1 Any Fire Fighter shall be permitted to review his Personal Service Records and may receive a copy of any item in his file at a nominal fee to cover the cost of duplication. The City shall not suffer a loss of the employees' services as a result of this activity. Prior disciplinary action in Personal Service Records of a Fire Fighter shall cease to have effect in the progressive disciplinary process in accordance with the following schedule:

- A.** Cautionary reprimand or written reprimand shall cease to have effect after one (1) year from the date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period;
- B.** Suspensions of less than three (3) days shall cease to have effect after a period of three (3) years, providing there is no intervening disciplinary action during the three (3) year period;
- C.** A suspension of three (3) days or more shall cease to have effect after seven (7) years.

12.2 Should an employee upon review of his/her file, come across material of a negative or derogatory nature, said employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file as long as the negative material remains.

12.3 Release of information or documents contained in an employee's personal service file is confidential to that employee and shall not be disclosed other than as may be provided by law.

12.4 If an employee's personal file is disclosed pursuant to law, the employee shall be notified by the City upon such disclosure.

ARTICLE XIII. GRIEVANCE PROCEDURE

13.1 A "grievance" shall be defined as any dispute arising between the parties to this Agreement, or between any Bargaining Unit employee and the Employer, in which the aggrieved party alleges that there has been a violation, breach, or improper application of any one or more of the provisions of this Agreement. A letter of rebuttal for any oral warning or written reprimand may be placed in the employee's personnel file. Written reprimands may be grieved to a level one step higher than the issuing officer which will be the final resolve of the grievance. The proprietary of, and the procedures followed by the Employer in all disciplinary suspensions, demotions, or discharges of employees of the Bargaining Unit shall be subject to the grievance procedures set forth in this heading, except for a newly hired probationary removal.

13.2 A formal grievance shall be reduced to writing. All grievances must contain the following information and must be filed using the grievance form mutually agreed upon by the Association and the Employer:

- A.** Aggrieved employee's name;
- B.** Date of the event leading to the grievance;
- C.** A description of the incident giving rise to the grievance;
- D.** Date grievance was filed in writing;
- E.** Specific articles violated;
- F.** Desired remedy to resolve the grievance;
- G.** Signature of grievant.

13.3 All grievances must be processed at the proper step in order to be considered at the subsequent step. Nothing contained herein is meant to preclude the parties from mutually agreeing to waive one or more steps of the grievance procedure and process the grievance at a higher step.

In cases where one Bargaining Unit employee takes such an action that results in a grievance by another employee, the employee who believes himself to be grieved because of such action, may only ask for resolution to the grievance that is not pecuniary to the Employer.

Any grievance not answered by the Employer within the stipulated time limits shall be advanced by the Association to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties. Any grievance not forwarded to the next step by the Association within the stipulated time limits shall be considered resolved at the previous step's response.

Days, for the purpose of the Article, shall be Monday through Friday excluding holidays.

Responses to grievant by the Employer shall be considered served when delivered to the employee and/or placed in the Association's hands.

The grievant shall have the right to Association representation. Legal counsel may be obtained by the employee if he so desires at no expense to the Employer.

13.4 The following procedures shall be as follows:

STEP 1: An employee who believes he may have a grievance shall notify the Shift Commander of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Shift Commander will schedule an informal meeting with the employee within five (5) days.

STEP 2: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented to the Assistant Chief within five (5) days of the informal meeting. The Assistant Chief shall convene a meeting within five (5) days of receipt of the grievance. The Assistant Chief shall issue a written decision to the employee within five (5) 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 Chief within five (5) days from the date of rendering of the decision at Step 2. A copy of the written decision shall be submitted with

the appeal. The Chief shall convene a meeting within five (5) days of receipt of the appeal. The Chief shall issue a written decision to the employee within ten (10) days from the date of the meeting.

STEP 4: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of rendering of the decision at Step 3. 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 receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the written decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

13.5 If the grievance is not satisfactorily settled in Step 4, the Association may make a written notice that the grievance will be submitted to arbitration. A request for arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 4 of the grievance procedure. In the event the grievance is not answered by the Employer or referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the prior step reply.

The Employer and the Association shall agree to request a list of impartial arbitrators from FMCS within ten (10) days of submission of the request for arbitration. The parties shall arrange to select an arbitrator within five (5) days of receipt of the list.

For the first arbitration between the Employer and the Association during the term of this Agreement, the Association 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 name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question.

For subsequent arbitration, the first strike shall alternate between parties.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue a decision within a reasonable time thereafter.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein.

The question of the arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If the arbitrator determines the grievance is arbitrable, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be advisory to the Employer. All costs directly related to the service of the arbitrator shall be borne by the losing party. In the event the award is a modification of either party's position, the cost shall be shared equally by the Employer and the Association. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording.

A good faith effort shall be made to schedule grievance meetings and arbitration hearings so as to avoid causing Bargaining Unit employees who may be grievants or witnesses, to lose time or earnings from other employment.

ARTICLE XIV. UNIFORMS

14.1 The Employer will provide uniforms at or comparable to that which is now provided by policy under a quartermaster system. Exception 14.6

14.2 The Employer will provide turn-out gear in accordance with Federal and/or NFPA standards and the employee will care for such gear as specified by its manufacturer.

14.3 The Employer will provide standard issue tools equivalent to full-time issue and the employee will care for such tools as specified by its manufacturer.

14.4 Subsequent to completing one year at First Class status, the Employer will provide such employees with the following Class A (Dress Uniform) items: dress blouse, dress pants, dress shirt, hat, hat badge, and tie. Uniform items will comply with Willoughby Fire Department Policy/Procedure 307, *Uniforms-Duty/Dress*.

14.5 Uniforms, tools, and turn out gear shall remain the property of the Employer. Upon termination for any reason, any or all articles as designated by the Employer shall be returned. Failure to return articles as designated by the Employer may result in a deduction from final compensation or other legal action. Final pay check shall be held until all city issued Uniforms, Equipment, Turnout Gear, etc. has been returned and inventoried.

14.6 All new Part-Time hires shall be required to purchase their first pair of uniform work boots/shoes and job shirt per Department SOP #307. Subsequent boots/shoes or job shirts needed after completion of one year probation will be issued per Quartermaster System.

ARTICLE XV. INSURANCE

15.1 The City shall provide accident and sickness insurance at the same or comparable levels as is currently provided.

As of the effective date of this Agreement, the weekly benefits shall be adjusted in accordance with the following:

The first week benefit shall be up to One Thousand Dollars (\$1,000).

The weekly benefit after the first week shall be up to Five Hundred Dollars (\$500).

The provision of accident and sickness insurance is subject to availability at current costs or as adjusted by life and disabilities industry averages.

15.2 The City shall provide life insurance in the amount of twenty-five thousand dollars (\$25,000). If availability or excessive cost prohibit continuation of the accident and sickness policy set out in Section 15.1, which includes the life insurance, life insurance shall be provided as set out herein through another provider.

15.3 If the City is required to offer health insurance under the Patient Protection and Affordable Care Act, the following will apply:

15.4 The City will make available a program for hospitalization and medical protection, and paid prescription insurance coverages. The program made available shall be determined by the City. Spousal coverage may be offered, however, only after receipt of a signed document stating the spouse has no other coverage available or other documentation satisfactory to the City.

Premiums for the within coverages shall be paid by the City when the applications of such employees are accepted for coverage, subject to reimbursement set out in Sections 15.5 and 15.6.

15.5 Current coverage offered by the City is as follows: Employees will be responsible to pay a Twenty dollar (\$20.00) per visit co-pay to doctors within the network. Employees will be responsible to pay an urgent care co-pay of Fifty dollars (\$50.00).

Employees shall be responsible to pay a Seventy-Five dollar (\$75.00) fee for emergency room care.

Employees will be responsible for a network Deductible of \$200.00 for a single plan and \$400.00 for a family plan. Network Maximum medical out of pocket is at the following levels of benefit of \$1,000 for a single plan or \$2,000 for a family plan. The out of pocket maximum includes the deductible. Network coinsurance will be at a 90% rate.

Eighty percent (80%) of the reasonable and customary cost of services will be paid by the insurance carrier for services outside the network if such out of network service is permissible in the plan offered. The employee shall be responsible for the remaining charges.

A prescription plan shall be offered at a level of Ten Dollars (\$10.00) Tier one, Twenty Dollars (\$20.00) Tier 2, and Thirty Dollars (\$30.00) Tier 3. Tiers will be determined by the City's health care or prescription service provider. A mail order plan may be made available with a two (2) co-pay ninety (90) day supply benefit.

15.6 Effective upon enrollment, employees will be required to reimburse the City through payroll deduction the amount applicable to the program in which they participate amounting to ten percent (10%) of the total premium for single and family coverages.

15.7 Payments shall be made through payroll deductions prior to the date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

15.8 In the event an employee is eligible to be covered under the same policy of another employee of the City, each employee will be offered either a single plan or offered one family plan for both employees. Cost shall be governed based on selection of a single plan for each employee and to the employee named as the policy holder for a family plan.

ARTICLE XVI. HOLIDAYS

16.1 It is the parties intention for employees to sign up for and work station duty on days observed as holidays. Employees shall be compensated per the following schedule for each hour worked of scheduled station duty between the hours of 00.00 and 24.00 on New Years Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

Holiday pay shall be paid at one and one-half times the employees normal hourly rate of pay for Holidays listed in 16.1.

ARTICLE XVII. SALARY SCHEDULE

17.1 Retroactive to March, 24, 2013 hourly wage rates shall be established and paid for hours worked as set out in the schedule below: (Only retroactive for those currently employed as a part time firefighter for the City of Willoughby as of the execution date of the contract). Retroactivity is for station duty hours worked only. Retroactivity does not apply for those personnel who are currently on leave of absence.

2013-14

Fire Fighter (Probationary)	12.84
Fire Fighter Third Class	13.78
Fire Fighter Second Class	14.72
Fire Fighter First Class	15.69

17.2 Effective March 23, 2014, hourly wage rates shall be established and paid for hours worked as set out in the schedule below:

2014-15

Fire Fighter (Probationary)	13.10
Fire Fighter Third Class	14.06
Fire Fighter Second Class	15.01
Fire Fighter First Class	16.00

17.3 Effective March 22, 2015, hourly wage rates shall be established and paid for hours worked as set out in the schedule below:

2015-16

Fire Fighter (Probationary)	13.36
Fire Fighter Third Class	14.34
Fire Fighter Second Class	15.31
Fire Fighter First Class	16.32

17.4 Employees who possess, obtain and maintain ACLS-paramedic certification shall be paid an additional incentive in accordance with the following schedule:

- **Retroactivity does not apply to ACLS-paramedic additional incentive**

PARAMEDIC – ACLS CERTIFICATION

13-14	\$1.09/hr
14-15	\$1.11/hr
15-16	\$1.14/hr

Employees must be certified, on line and actively assigned as a paramedic to receive such additional compensation.

17.5 For purposes of this Article, the basic rate of pay specified for each classification of Bargaining Unit employee in the above Sections hereof. Or that rate together with the additional stipend per hour provided for qualified employees under Section 17.4, shall be referred to as an employee's "regular rate of pay".

17.6 Normally, all new employees shall receive the rate established as the Fire Fighter P (Probationary) rate. If the Employer determines a new employee's qualifications exceed the starting rate established, the Employer may start or advance the employee to a rate higher than the starting rate.

For purposes of advancing in class, an employee must successfully meet departmental standards required by the Employer. Normally, employees shall advance yearly, having successfully met requirements as established by the Employer.

ARTICLE XVIII. PARTICIPATION INCENTIVE PROGRAM

18.1 An employee participation incentive program is hereby established whereby employees can earn an incentive allowance based on the number of station duty hours, actual training hours, call back, and civic hours worked in a four-month work period. Incentives will be paid per the following schedule:

<u>Hours</u>	<u>Per hour bonus</u>
0-239	0
240-335	1.40
336-383	1.70
384-431	1.95
432	2.10

- **NO RETROACTIVITY FOR PARTICIPATION INCENTIVE; NEW STIPEND SCHEDULE TO TAKE EFFECT WITH NEXT PARTICIPATION INCENTIVE PROGRAM DISTRIBUTION.**

18.2 Work periods are defined as January – April, May – August, and September - December. Incentive compensation will be provided within thirty (30) days of the end of each work period. Incentive bonus shall be paid on a separate check. This will include December, 2013.

18.3 The incentive program outlined is in place for this Agreement. The retroactivity provisions are stated above.

18.4 As per departmental Policies and Procedures #207 Training, Certification, Participation and License Requirements for Part-Time Firefighters (Section 4.0 Training Requirements) Sub-section 4.12, Part-time firefighters must meet minimum training requirements to be eligible for participation incentives as outlined in the Contract; (Article XVIII – Participation Incentive Program; 18.1), between the City of Willoughby and The Willoughby Part-Time Firefighters Association.

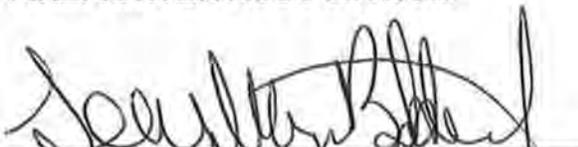
ARTICLE XIX. DURATION

This Agreement shall remain in full force and effect from April 1, 2013 to March 31, 2016, and shall automatically renew itself thereafter for annual twelve (12) month periods unless either party serves upon the other, and upon the State Employment Relations Board, at least sixty (60) days prior to the expiration date provided herein, written notice of its desire to terminate, modify, or negotiate a successor agreement.

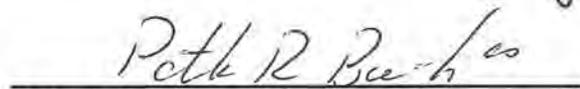
ARTICLE XX. EXECUTION

20.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 23 day of October, 2013.

**THE WILLOUGHBY PART-TIME
FIREFIGHTER ASSOCIATION**



Terry Batdorf, President

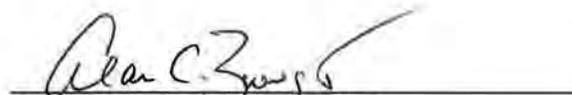


Patrick Boehmer, Vice President

CITY OF WILLOUGHBY, OHIO



David E. Anderson, Mayor



Alan C. Zwegat, Fire Chief



Raymond J. Rogowski, Finance Director

APPROVED AS TO FORM:



John W. Wiles
Director of Law