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**COLLECTIVE BARGAINING AGREEMENT**

between

**THE CITY OF INDEPENDENCE**

and

**THE INTERNATIONAL  
ASSOCIATION OF FIREFIGHTERS, LOCAL 2375, AFL-CIO**

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

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- (h) Effectively manage the work force;
- (i) Take actions to carry out the mission of the City as a governmental unit.

**ARTICLE VIII                      AGENCY SHOP**

8.01            All employees as defined in Article III of this Agreement, shall either (1) maintain their membership in the Union, (2) become members of the Union, or (3) be required to pay a fair share fee to the Union as a condition of continued employment in accordance with the terms of Ohio Revised Code Section 4117.09(C). In the event that a fair share fee is to be charged to an employee, the City shall deduct such fee in the manner set forth in Article IX of this Agreement.

**ARTICLE IX                              DUES DEDUCTION**

9.01            During the term of this Agreement, the City shall deduct bi-weekly initiation fees, assessments levied by the Union and regular Union dues from wages of those employees within the bargaining unit upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature. Provided that:

(a)            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 City the amounts due and owing from the employees who have submitted the authorization cards referred to in Section 1(a).

(b)            An employee shall have the right to revoke such authorization by giving written notice to the City and the Union during the thirty (30) day period preceding the termination of this Agreement. An employee who revokes such authorization shall revert to a fair share status in accordance with the terms of Ohio Revised Code Section 4117.09 (C).

(c)            The City's obligation to make dues deductions shall terminate automatically upon an employee's transfer to a job classification outside the bargaining unit.



11.04 The City shall not lock out any employees for the duration of this Agreement.

**ARTICLE XII PROBATIONARY PERIOD**

12.01 Employees, during their first (1<sup>st</sup>) year of employment or the attainment of minimum state certification for basic paramedic and firefighter requirements, whichever is longer, shall be on a probationary period and during such time may be discharged or disciplined without resort to either the grievance procedure or the Civil Service Commission. Upon completion of such probationary period, the employee's seniority shall date from the date of hire.

**ARTICLE XIII DISCIPLINE**

13.01 Any disciplinary suspension, demotion or discharge taken against a non-probationary employee may be appealed in accordance with the Grievance Procedure in Article XIV of this Agreement beginning at the level where the disciplinary action was meted out to the employee.

**ARTICLE XIV GRIEVANCE PROCEDURE**

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

14.02 A grievance is a dispute or difference between the City and the Union, or between the City and the employee concerning the interpretation and/or application of and/or compliance with any provision of this Agreement. When any such grievance arises, the following procedure will be observed.

Step 1. An employee who has a grievance must submit it in writing to the Fire Chief within five (5) calendar days after the occurrence of the events upon which his grievance is based. The grievance shall include the name and the position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took

place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The grievance shall be signed and dated by the grievant and/or the steward. The Fire Chief shall give his answer within seven (7) calendar days after receipt of the grievance. The Fire Chief's answer shall be given to the grievant or the Union.

Step 2. If the grievance is not satisfactorily settled with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall meet with the grievant and/or a representative of the Union within twenty (20) days after receipt of the appeal. The Mayor or his designee shall issue a written decision to the employee and his Union representative within thirty (30) days from the date of the meeting. Written reprimands are not appealable beyond Step 2.

Step 3. In the event a grievance is unresolved after Step 2, then within ten (10) days after the rendering of the decision at Step 2, the grievant 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 panel of arbitrators listed herein. If such agreement is not reached, the parties will alternately strike names until an arbitrator is chosen.

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 that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

The arbitrator shall determine which party shall be responsible for the fees and expenses of the arbitrator, including cancellation fees, and the cost of the hearing room, if any. The arbitrator may require that each party be responsible for a portion of the foregoing fees and expenses. 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.

Employees who are reasonably necessary to the resolution of the grievance shall attend the arbitration hearing without the necessity of subpoena and shall be compensated at their regular hourly rate for all hours during which attendance is required by the City. Any request made by either party for the attendance of

witnesses shall be made in good faith, and at no time shall the number of employees in attendance adversely affect the normal operations of the department.

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

14.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the City and the Union, be binding, and any grievances not timely presented, or timely processed thereafter, shall not be considered a grievance under this Agreement. Any grievance not timely processed by the City at any of the preceding steps may be immediately referred by the Union to the next level.

14.04 Calendar days as provided within the Grievance Procedure shall not include Saturdays, Sundays or Holidays.

14.05 An employee may present grievances and have them adjusted, without the intervention of a representative of the Union, as long as the adjustment, if any, is not inconsistent with the terms of the Agreement. A representative of the Union shall have the opportunity to be present at such adjustment.

14.06 The Union shall submit in writing the name of the employee to act as steward for the purpose of processing grievances as defined in the Grievance Procedure. The City shall be notified in writing of changes of all Officers of the Local and stewards as they occur. These employees shall not be permitted to function as a steward until the Union has presented the City with written certification of that person's selection.

14.07 There is hereby created a permanent panel of arbitrators, who are: 1) Anna Duval Smith, 2) Harry Graham, 3) James Mancini, 4) Nels Nelson, 5) Dennis Byrnes.

## **ARTICLE XV**

### **LAYOFFS**

15.01 Members of the bargaining unit may be laid off only for lack of work or lack of funds.

15.02 In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority (last hired, first laid off).

15.03 A member of the bargaining unit who is laid off shall be subject to recall from lay off for a period of two (2) years.

15.04 A recall from layoff will be based upon departmental seniority (last off, first (1<sup>st</sup>) recalled).

## **ARTICLE XVI HOURS OF WORK**

16.01 The normal work schedule for all employees covered by this Agreement will average 50.4 hours per week. The normal work schedule will consist of a ten (10) day work cycle with twenty-four (24) consecutive hours followed by forty-eight (48) consecutive off-duty hours.

16.02 Consistent with the provisions of Article VII (Management Rights) the City of Independence expressly reserves the right to maintain its continuing position that the determination of the work schedule of the Independence Fire Department is an inherent management right. Each regular employee shall be available for duty each day during the year.

16.03 Consistent with past practice, Kelly Days shall be selected in accordance with departmental seniority.

## **ARTICLE XVII OVERTIME/RECALL**

17.01 Overtime shall be defined as hours worked in excess of seventy-two (72) hours during a ten (10) day work period. All other hours paid, but not worked for any reason, except holidays and vacation days, shall be excluded in determining the total number of hours worked, namely seventy-two (72) hours during a ten (10) day work period.

17.02 Overtime pay for employees shall be paid at the rate of one and one-half (1 ½) times the employee's hourly rate as defined in Article XXXIV (Compensation Schedule), Section 1. For the purposes of overtime computation, longevity compensation shall be included in the base rate for such computation. All hours paid but not worked, except holidays and vacation days are excluded for determining the hours worked for overtime computation purposes. However, holidays and vacation days (up to a maximum of twenty-four (24) hours) taken during the employee's ten (10) day schedule consisting of seventy-two (72) hours shall also be excluded as hours worked for computing overtime.

17.03 Employees may elect to take compensatory time-off in lieu of overtime pay, at the rate of one and one-half (1 ½) hours for each overtime hour worked, in accordance with the provisions of the Fair Labor Standards Act and Department of Labor regulations, and may accumulate and maintain up to a maximum of eighty (80) hours of accumulation during each year of the parties' collective bargaining agreement. If an employee desires to cash in compensatory time, the employee must notify the Fire Chief in writing no later than December 1<sup>st</sup> of each year. Scheduling of compensatory time off shall be subject to the approval of the Fire Chief or his designee.

17.04 An employee recalled to work shall be entitled to a minimum of two (2) hours.

**ARTICLE XVIII COURT TIME**

18.01 Whenever approved by the Fire Chief, employees appearing in Court on behalf of the City during nonscheduled work time shall be paid a minimum of four (4) hours at straight time rates.

**ARTICLE XIX VACATIONS**

19.01 Vacation eligibility shall be determined as of January 1<sup>st</sup> for that calendar year. On January 1<sup>st</sup> employees will be credited for vacation hours based on the completion of the years of service that employees will attain during the calendar year:

For employees hired prior to January 1, 2013 the following vacation schedule shall apply:

1 <sup>st</sup> full year	3, 24 consecutive duty hours or equivalent time
2 <sup>nd</sup> to 4 <sup>th</sup> full year	5, 24 consecutive duty hours or equivalent time
5 <sup>th</sup> to 9 <sup>th</sup> full year	8, 24 consecutive duty hours or equivalent time
10 <sup>th</sup> to 14 <sup>th</sup> full year	11, 24 consecutive duty hours or equivalent time
15 <sup>th</sup> to 19 <sup>th</sup> full year	12, 24 consecutive duty hours or equivalent time
20 <sup>th</sup> to 24 <sup>th</sup> full year	13, 24 consecutive duty hours or equivalent time
25 <sup>th</sup> full year and above	14, 24 consecutive duty hours or equivalent time

For employees hired on or after January 1, 2013 the following vacation schedule shall apply:

Date of Hire (1 <sup>st</sup> partial year)	Pro-Rata share of full months of service prior to December 31 <sup>st</sup>
1 <sup>st</sup> full year	2, 24-consecutive duty hours or equivalent time
2 <sup>nd</sup> full year	3, 24-consecutive duty hours or equivalent time
3 <sup>rd</sup> to 7 <sup>th</sup> full year	5, 24-consecutive duty hours or equivalent time
8 <sup>th</sup> to 12 <sup>th</sup> full year	8, 24-consecutive duty hours or equivalent time
13 <sup>th</sup> to 17 <sup>th</sup> full year	9, 24-consecutive duty hours or equivalent time
18 <sup>th</sup> to 24 <sup>th</sup> full year	11, 24-consecutive duty hours or equivalent time
25 <sup>th</sup> full year and above	12, 24-consecutive duty hours or equivalent time

**19.02** Employees must schedule and take their vacation during the calendar year for which their eligibility is determined on January 1<sup>st</sup>. Unused vacation hours shall not be carried over to the next calendar year. At the sole discretion of the City, employees may be compensated for such unused vacation hours in accordance with the provisions set forth in Article XXI hereof, and when so approved unused vacation days shall be paid at the employee's regular hourly rate.

Any employee who quits, is terminated, laid-off, dies, retires or in any way separates his/her employment with the City shall be entitled only to the pro-rata share of credited but unused vacation hours on the basis of full months of service in the calendar year when the separation from service occurs.

**19.03** Vacation time shall be taken at a time approved by the Fire Chief, subject to the operating demands as determined by the Fire Chief, keeping in mind that bargaining unit members are obligated to maintain their schedules unless specifically relieved. Within this framework, vacation days shall be selected according to department seniority.

**19.04** An 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.

19.05 Employees hired on or after January 1, 1991 shall have only service time earned with the City of Independence considered in determining vacation eligibility.

## **ARTICLE XX**                      **HOLIDAYS**

20.01            In lieu of holidays, employees covered by this Agreement shall be entitled to five (5) twenty-four (24) consecutive duty hours during the calendar year. For new hires, such duty hours shall be prorated during a calendar year based upon the employee's date of hire.

20.02            Holidays are not cumulative and only apply and should be taken during the year in which they become due. Compensation for unused holidays shall be paid upon approval by the Fire Chief and only if submitted and approved by the Council in accordance with the provisions set forth in Article XXI hereof and, when so approved, unused holidays shall be paid at the employee's regular hourly rate as defined in Article XXXIII (Compensation Schedule), 33.01.

20.03            Holidays shall be taken at a time approved by the Fire Chief. Within this framework, holidays shall be selected according to department seniority. Should a full-time employee be required to work New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, or Christmas, the employee will be compensated at one and one-half (1 ½) times his normal rate of pay in addition to any other benefits.

## **ARTICLE XXI**                      **UNUSED VACATION DAYS AND HOLIDAYS**

21.01            Compensation for unused vacation days or holidays, when authorized pursuant to Article XIX and XX, shall not exceed 48 hours per year. Such compensation shall be paid at the employee's regular hourly rate as defined in Article XXXIII (Compensation Schedule), 33.01 and shall be paid only after compliance with this Article. The Fire Chief, who has approved compensation for unused vacation or unused holidays for employees under his jurisdiction, shall submit a list of said employees, and the number of hours of pay involved for each employee to the Finance Director by November 1 of each year. Said list shall be submitted by the Finance Director to the Council for final approval of the payment of compensation for unused vacation or unused holidays. Payment shall be made by the Finance Director only after Council has approved same.

## **ARTICLE XXII**

### **UNIFORM ALLOWANCE AND MAINTENANCE**

22.01 Upon original appointment as a regular full-time member of the Fire Department the appointee shall be entitled to an initial uniform issue consisting of such items as set forth in Department rules and regulations, which shall be paid for by the City. If said appointee leaves the employ of the City within six (6) months, he is to reimburse the City for uniform money expended.

22.02 Each employee, except new hires during their first year of employment, shall be entitled to an annual uniform allowance of Five Hundred Dollars (\$500.00) in May of each year by separate check.

22.03 Each employee shall be entitled to a one-time annual maintenance and cleaning allowance of Five Hundred Dollars (\$500.00) to be paid in December by separate check. Newly hired employees shall have such payment prorated on a month to month basis.

22.04 The City shall furnish each regular, full-time firefighter with outer protective structural fire fighting clothing on a one-time basis only. If any of the above equipment, including the winter squad jacket, is damaged in the line of duty, an exchange may be permitted upon approval of the Fire Chief.

22.05 The uniform allowance shall be used for the purchase of actual Independence Fire Department uniform items.

## **ARTICLE XXIII**

### **SICK LEAVE**

23.01 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; and/or 3) serious illness, injury or death in the employee's immediate family. Sick leave for paternity purposes shall not be used in excess of seventy-two (72) consecutive hours per birth. In cases of birth complications accompanied by a physician's note, sick time can continue to be used by the employee. Sick leave of more than five (5) separate occurrences in any calendar year is cause for a review.

23.02 All employees shall earn sick leave at the rate of four and six tenths (4.6) hours for every eighty (80) hours paid up to a maximum of 12.56 hours per month (150.7 hours per calendar year) for employees who work a 2,621 hour annual work schedule and a maximum of ten (10) hours per month (120 hours per calendar year) for employees who work a 2,080 hour annual work schedule.

23.03 Employees shall, at the time of retirement from active full-time service with the City, and with ten (10) or more years of continuous service with the City, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave, up to a maximum accrual of six hundred twelve (612) hours of pay and four hundred eighty (480) hours for employees working a forty (40) hour workweek. The dollar value of a sick day shall be based on the employee's hourly rate of pay at time of retirement. For this calculation paid vacation days and holidays are considered work days. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made by the City of Independence only once to any employee during his lifetime. This section shall only apply to the retirement of full-time municipal employees pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

23.04 Before an absence may be charged against accumulated sick leave, the Fire Chief may require proof of illness, injury or death or may require the employee to be examined by a physician designated by and paid for by the City. In any event, an employee absent for more than one (1) tour of duty, must supply a physician's report to be eligible for paid sick leave, if requested by the Fire Chief.

23.05 If the employee fails to submit proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the request of medical examination, 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.

23.06 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore within a reasonable time before the start of his work shift each day he is to be absent.

23.07 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. When the use of sick leave is due to death in the immediate family, immediate family shall be defined to only include the employee's parents, spouse, child, brother, sister, parents-in-laws and grandparents.

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

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

23.10 The previously accumulated sick leave of a regular, full-time employee hired prior to January 1, 1989, who has been separated from public service with the State of Ohio or any other political subdivision of the State, shall be placed to his credit upon his re-employment with the City, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from his public service with the State or any of the State's political subdivisions.

## **SECTION XXIV                      DISABILITY LEAVE**

24.01 An employee who is disabled or injured within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability or injury, but for a period not to exceed ninety (90) calendar days from the date that such service related disability or injury was incurred. The City may approve, in its sole discretion, additional disability leaves for periods of ninety (90) calendar days or less. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Disability or injury is defined as a disability or injury resulting from either hazardous or non-hazardous duties or Fire Department sponsored training. The first (1<sup>st</sup>) seventy-two (72) hours of said service related disability or injury shall be charged to said employee's accumulated sick leave credit. If less than seventy-two (72) hours accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining time shall be charged to disability leave.

In no event will an employee receive more than his regular compensation while on disability leave.

24.02 A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

24.03 In the event an employee is dissatisfied with a determination of the Fire Chief or his designee based on the City's medical examination, the employee may submit the question to the Grievance Procedure.

24.04 The Fire Chief may assign transitional work to firefighters, at his discretion, who are injured on-duty or incurred an illness, assuming work is available. The assignment to transitional work shall occur only on that firefighter's regular shift for

a maximum of ten (10) hours per shift, unless the City and the firefighter otherwise agree. Firefighters who choose not to agree to a different shift will make reasonable efforts to avoid scheduling conflicting appointments on assigned shift days. The assigned transitional work shall be within the parameters set forth by the employee's physician of record.

24.05 This Article will take precedence over the City's Transitional Work Policy, in the event of a conflict.

**ARTICLE XXV LEAVE OF ABSENCE**

25.01 Upon written request to the Mayor, an employee of the City may be granted a leave of absence, without pay, for sickness and disability not covered pursuant to Articles XXIII or XXIV above or other good cause, provided, however, that no leave of absence shall be granted for the purpose of permitting an employee to seek and/or accept other employment, and no employee who is on leave of absence shall accept gainful employment elsewhere. If this occurs, the employee's service may be terminated. Such leave of absence shall be subject to the written approval of the Mayor, and shall be for a period not exceeding six (6) months. Medical insurance coverage for employees on authorized unpaid leaves of absence may be continued upon payment of the monthly premium by the employee to the Finance Director on the first of each month, in advance. Life insurance coverage pursuant to Article XXVIII hereof will be continued for employees on leave of absence. An employee who is granted an unpaid leave of absence shall not accrue any benefits during his absence, including seniority.

**ARTICLE XXVI FUNERAL LEAVE**

26.01 When death occurs in an employees immediate family (i.e., parent, grandparent and parent-in-laws, brother, sister and spouse's grandparent), an employee, upon request, will be excused for up to one (1) twenty-four (24) hour consecutive period (or for such fewer time as the employee may be absent) on which he otherwise would have worked and provided he attends the funeral service or memorial service in lieu of the funeral service. If the death is a spouse or child, the employee will be excused for up to three (3) consecutive twenty-four (24) hour shifts. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it duplicates payment received under any other provision.

If additional time is needed the employee, upon request and approval, may apply holidays, vacation days, or sick days in that sequence unless circumstances preclude such application at which time the employee and the Fire Chief may agree to another method.

## **ARTICLE XXVII            JURY DUTY LEAVE**

27.01            Any employee who is called for jury duty, either Federal, County or Municipal, shall be paid his or her regular salary as provided for in the Ohio Revised Code. The employee shall not be required to remit to the City any other compensation received from any other source for such jury service.

## **ARTICLE XXVIII            LIFE INSURANCE**

28.01            The City shall provide all employees with a life insurance policy with a face value of Forty Thousand Dollars (\$40,000.00) and payment shall be made consistent with the terms and conditions of the policy. This benefit also includes an additional Accidental Death and Dismemberment (AD&D) payment of \$40,000.00 and an "In the Line of Duty" payment of \$40,000.00. Payment of this insurance is subject to the terms and conditions of the policy

## **ARTICLE XXIX            HOSPITALIZATION INSURANCE**

29.01            The City will provide on behalf of each full-time employee and his family if such employee is married, medical, drug, dental and vision.

Due to the voluminous nature of the captioned plan designs, they are hereby incorporated by reference. It is understood that the fully printed current versions and other versions as may be recommended by the city-wide joint medical/hospitalization committee and approved by Council and the Union's membership during the term of this agreement will be on file with the City's Human Resources Director, the Union's Local President and the Union's General Counsel.

29.02            A city-wide joint medical/hospitalization committee comprised of one (1) representative from each of the five (5) bargaining units, four (4) non-bargaining representatives from other city departments, and one (1) representative from Council shall be formed. The duties and other details related to the function of the committee shall be determined by the committee with the assistance of the Human Resources Director.

The goals of the joint medical/hospitalization committee are to promote cost containment and minimize contributions by employees.

29.03 Employee contributions for calendar year 2013 are contained in Appendix A. If the city-wide joint medical/hospitalization committee recommends revisions and said revisions are approved by Council and the Union's membership during the term of the agreement, Appendix A shall be so revised.

Employee contributions/costs shall be paid through automatic payroll deductions.

**ARTICLE XXX SWIMMING POOL PASS**

30.01 The City shall provide all employees with a family season swimming pool pass.

**ARTICLE XXXI LONGEVITY COMPENSATION**

31.01 In addition to the amounts provided in Article XXXI of this Agreement each employee shall receive the following sums as longevity compensation for the years of full-time service. Longevity increases shall be determined and granted in the first pay period of the month following the anniversary of the employee's employment anniversary date.

31.02 The longevity schedule set forth herein shall remain in effect for each regular full-time member of the Independence Fire Department who was employed on July 1, 1984. The employees covered by this language are those set forth in Article XXXI (LONGEVITY COMPENSATION) of the Agreement executed by the parties on February 12, 1985 and no others. The longevity schedule contained herein shall govern the longevity payments for such above mentioned employees, regardless of rank, until their death, retirement, resignation, discharge, other permanent separation from the Independence Fire Department.

Years	Annual Payment
6-7	\$375.00
8-9	\$750.00
10-11	\$1,125.00
12-13	\$1,500.00
14-15	\$1,875.00
16-17	\$2,250.00
18-19	\$2,625.00
20-21	\$3,000.00
22-23	\$3,375.00
24-25	\$3,750.00
26-27	\$4,125.00
28-29	\$4,500.00
30 & above	\$4,875.00

31.03 The following longevity schedule shall be effective for full-time regular employees hired on or after July 1, 1984 and prior to January 1, 2013:

Years	Annual Payment
5	\$500.00
6	\$625.00
7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00
15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20 & ABOVE	\$2,375.00

Longevity shall be paid each pay period.

31.04 Employees hired on or after January 1, 2013 shall not be eligible for longevity compensation.

**ARTICLE XXXII****OIC PAY**

32.01 Effective upon execution of this Agreement, when an employee is assigned by departmental management as the Officer-In-Charge (OIC), he shall receive an additional One Dollar and Seventy-Five Cents (\$1.75) per hour for hours assigned and worked as the OIC and approved by the Fire Chief or his designee.

**ARTICLE XXXIII****COMPENSATION SCHEDULE**

33.01 The following compensation schedules shall be effective for the members of the Independence Fire Department:

**SCHEDULE I (For employees with paramedic certification)**

	<b>2013 (+ 2%)</b>		<b>2014 (+ 2%)</b>		<b>2015 (+ 3%)</b>	
	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>	<b>Hourly</b>	<b>Annual</b>
1st year	\$15.27	\$40,027	\$15.58	\$40,827	\$16.05	\$42,052
2nd year	\$16.97	\$44,472	\$17.31	\$45,361	\$17.83	\$46,722
3rd year	\$18.85	\$49,407	\$19.23	\$50,395	\$19.81	\$51,907
4th year	\$21.40	\$56,083	\$21.83	\$57,204	\$22.48	\$58,920
5th year	\$23.94	\$62,748	\$24.42	\$64,003	\$25.15	\$65,923
6th year	\$26.67	\$69,886	\$27.20	\$71,284	\$28.02	\$73,423

## **ARTICLE XXXIV**

### **PARAMEDIC QUALIFICATION**

34.01 All employees covered by this Agreement shall be required as a condition of employment to be a "Qualified Paramedic." However, new hires may, at the sole discretion of management, be permitted to function as an employee of the department provided he is making satisfactory progress as determined by management towards paramedic qualification. As used in this section, "Qualified Paramedic" shall mean a firefighter who has successfully completed a Paramedic course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a current paramedic certification under all laws of the State of Ohio, that govern said certifications, including any continuing education requirements.

## **ARTICLE XXXV**

### **EDUCATIONAL TUITION REIMBURSEMENT**

35.01 The City shall provide funds to reimburse the cost of tuition directly related to no more than sixteen (16) approved courses of study per school quarter or semester to be apportioned by the Union. Course shall be defined as three (3) semester hours (or the quarterly hour equivalent) of a specific subject. To be eligible for such reimbursement, an employee shall apply to the Fire Chief for approval before the employee enrolls in the course. Such reimbursement must be approved by the Mayor; who may approve same only if the completion of such course can be reasonably expected to improve and upgrade the employee's job-related skills and abilities and assist the employee and the City in the employee's performance of his job, and the course is offered by an accredited institution of higher learning.

35.02 Should an employee successfully complete an approved course by earning a grade "B" or better, the City shall reimburse the employee for the cost of tuition upon presentation to the City of the original invoice from the institution.

## **ARTICLE XXXVI**

### **CONFORMITY TO LAW**

36.01 The provisions of this Agreement shall prevail over or be subject to any present and future Federal, State and local laws, along with any applicable Rules and Regulations as is provided in Ohio Revised Code Section 4117.10. The invalidity of any provisions of this Agreement by reason of any such existing or future law or regulation shall not affect the validity of the surviving portions.

36.02 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) renders any portion of this Agreement invalid or unenforceable,

such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE XXXVII**                    **SAVINGS CLAUSE**

37.01            In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

**ARTICLE XXXVIII**                **OBLIGATION TO NEGOTIATE**

38.01            The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to the wages, hours and terms and conditions of employment 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.

38.02            Therefore, for the life of this Agreement, the City 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 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 XXXIX**                    **DURATION OF AGREEMENT**

39.01            This Agreement represents the complete Agreement on all matters subject to bargaining between the City and the Union and except as otherwise noted herein and shall become effective January 1, 2013, and shall remain in full force and effect until December 31, 2015.

**ARTICLE XL            LABOR / MANAGEMENT MEETINGS**

40.01            With the intent of maintaining the highest standards within the department, Labor / Management meetings may be held in order to discuss issues which either the City or the members of the bargaining unit wish to raise. The City agrees to meet at least twice per year if so requested.

40.02            To the extent practicable, Labor / Management meetings shall be scheduled within ten (10) working days of a request by either party or the bargaining unit members and in no event later than thirty (30) working days after said request. When either party desires to initiate a meeting said notice shall include a description of the issue or issues to be raised and the initiating part/s proposed resolution, change or recommendation.

40.03            Neither the City nor the Union has an obligation to act upon any recommendation made at the Labor / Management meetings. Agreements reached mutually may become addenda to this Agreement with the approval of the City of Independence and the Union.

**ARTICLE XLI            FAMILY MEDICAL LEAVE**

41.01            Employees who qualify for FMLA leave may be required to utilize all available paid leave, except ninety-six (96) hours of the employee's choice of all available paid leave (accumulated sick leave, vacation and/or holiday time) before any unpaid time will be allocated toward the twelve (12) week annual total paid and unpaid leave.

41.02            For purposes of calculation, the City will utilize the "rolling" year, measured backwards from when FMLA is first utilized in accordance with Departmental policy.

**ARTICLE XLII            PERFECT ATTENDANCE**

42.01            Effective January 1, 2013, sick leave incentive shall be paid in accordance with these guidelines. If an employee does not utilize any of his sick leave within a three month period, i.e., January 1<sup>st</sup> through March 31<sup>st</sup>, April 1<sup>st</sup> through June 30<sup>th</sup>, July 1<sup>st</sup> through September 30<sup>th</sup>, October 1<sup>st</sup> through December 31<sup>st</sup>, he/she shall be paid a bonus of three hundred seventy-five (\$375.00) at the end of that three month pay period. The perfect attendance bonus shall be eliminated effective January 1, 2014 for

a one-time payment of One Thousand Dollars (\$1,000.00) per employee to be paid as soon as practicable upon execution of this agreement.

42.02 For Purposes of this Article, neither the mandatory use of sick leave under the Disability Article nor donated time shall be deemed a sick leave absence.

## **ARTICLE XLIII**

### **DRUG FREE WORKPLACE POLICY**

The City of Independence is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any City of Independence employee illegally uses drugs or alcohol on the job, comes to work with these substances present in his/her body, or possesses, distributes, or sells drugs in the workplace. To accomplish the missions of the City's respective departments a drug-free workplace must exist. It is the intent of the City of Independence to comply with all Federal and State laws and regulations that govern the establishment of a Drug Free Workplace. Therefore, the City of Independence has established the following Policy:

1. It is a violation of City Policy for any employee to possess, sell, trade, or offer for sale illegal drugs or otherwise engage in the illegal use of drugs or alcohol on the job.
2. It is a violation of City Policy for anyone to report to work under the influence of illegal drugs or alcohol-that is, with illegal drugs or alcohol in his/her body.
3. No employee shall possess, use or abuse controlled substances substance. No employee shall have on their person, in their vehicles or stored in any manner on City property illegal drugs or unauthorized open containers of alcoholic beverages. No employee shall exhibit evidence of the use of illegal drugs or the consumption of an alcoholic beverage about their person while in the performance of their duties.

4. No employee shall report to work having consumed any substance that may adversely affect his or her performance or safety or the safety of others.
5. It is a violation of City Policy for anyone to use prescription drugs illegally. (However, nothing in this Policy precludes the appropriate use of legally prescribed medication.)
6. Any employee violating this Policy is subject to disciplinary action up to and including termination. Possession of illegal controlled substances may result in criminal prosecution.

It is the responsibility of the City's Department heads or supervisors to counsel employees whenever they see changes in performance or behavior that suggests an employee is under the influence of alcohol or other drugs. Although it is not the Department head's or supervisor's job to diagnose personal problems, the Department head or supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who uses alcohol or other drugs in the workplace to seek help.

The goal of this Policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this Policy is to offer a helping hand to those who need it, while sending a clear message that the illegal drug use and alcohol abuse are incompatible with employment at the City of Independence.

As a condition of continuing employment, employees must abide by the terms of this Policy, and must notify the City of Independence in writing of any conviction or a violation of a criminal drug statute no later than five calendar days after such conviction.

At the time the City grants employment to any individual, the offer of employment shall be conditional. In addition to any other conditions that may be imposed upon the

offer of employment, the offer of employment shall be conditioned upon the successful completion of a medical exam which shall ascertain the individual's ability to perform the duties of the job for which employment has been conditionally offered. As part of such exam, the individual must pass a drug screen. Any applicant with a confirmed positive test result will be denied employment.

The City will provide drug and alcohol awareness information to all employees. This will include the Drug Free Workplace Policy on drug and alcohol abuse, information on the magnitude and dangers of drug and alcohol abuse, and the availability of local community resources through an employee assistance program.

The City of Independence has adopted testing practices to identify employees who use illegal drugs either on or off the job. It shall be a condition of continuing employment for all employees to submit to drug testing under the following circumstances:

- All City employees who are required to submit to random drug and/or alcohol testing by applicable Federal Law or Federal Regulation shall be subject to random drug and/or alcohol testing; and/or
- When there is reasonable suspicion to believe that an employee is under the influence of alcohol or illegal drugs; and/or
- When employees are involved in on-the-job accidents where personal injury or damage to company property occurs and there is reasonable suspicion to believe that the employee is under the influence of alcohol or illegal drugs either due to the nature of the accident or otherwise; and/or
- As part of a follow-up program to treatment for alcohol or drug abuse.
- City-wide random program to be eligible for workers' compensation program discounts.

The testing process for alcohol and drugs, including collection, laboratory analysis and medical review, shall meet all applicable federal and state legal standards.

No employee shall refuse to submit to a medical examination or a drug/alcohol test or attempt to manipulate the testing process. A refusal to test will be considered a violation of this Policy and is subject to disciplinary action, up to and including termination.

**ARTICLE XLIV**

**EXECUTION**

44.01 IN WITNESS WHEREOF, the parties hereto have caused Agreement to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

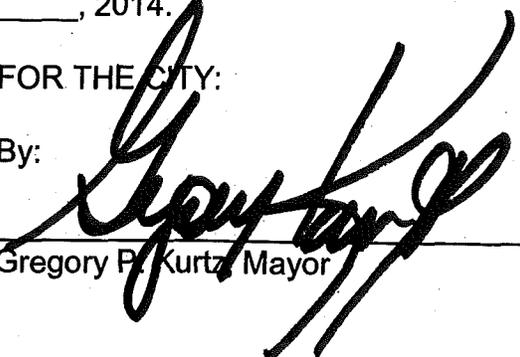
FOR THE UNION:

By:

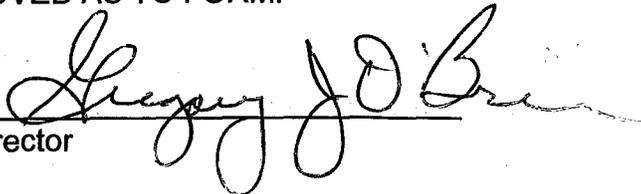
  
\_\_\_\_\_  
Counsel  
IAFF Local 2375

FOR THE CITY:

By:

  
\_\_\_\_\_  
Gregory P. Kurtz, Mayor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Law Director

**APPENDIX A**  
**LETTER OF UNDERSTANDING I**

Beginning January 1, 2013, the medical insurance will be administered under United HealthCare.

The City and union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2013:

<b>WITH WELLNESS EMPLOYEE CONTRIBUTIONS (6.5% of Premium)</b>	<b>Navigator Plus</b>		<b>H S A</b>	
	<b>SINGLE</b>	<b>FAMILY</b>	<b>SINGLE</b>	<b>FAMILY</b>
	\$18.12	\$45.29	\$19.66	\$46.37

For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2013:

<b>NO WELLNESS EMPLOYEE CONTRIBUTIONS (10.5% of Premium)</b>	<b>Navigator Plus</b>		<b>H S A</b>	
	<b>SINGLE</b>	<b>FAMILY</b>	<b>SINGLE</b>	<b>FAMILY</b>
	\$29.26	\$73.16	\$31.75	\$74.90

Employee contributions/costs shall be paid through automatic payroll deductions.

For the City

\_\_\_\_\_  
Joseph F. Lencewicz  
Labor Relations Representative for  
The City of Independence

For the Union

  
\_\_\_\_\_  
Counsel  
IAFF Local 2375

**APPENDIX A (REVISED)  
LETTER OF UNDERSTANDING I**

Beginning January 1, 2014, the medical insurance will be administered under United HealthCare.

The City and union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2014:

WITH WELLNESS EMPLOYEE CONTRIBUTIONS (6.0% of Premium)	Navigator Plus		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	\$19.26*	\$48.14*	\$19.26*	\$48.14*

For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2014:

NO WELLNESS EMPLOYEE CONTRIBUTIONS (11.0% of Premium)	Navigator Plus		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	\$35.30*	\$88.26*	\$35.30*	\$88.26*

**\* NOTE:** The employee contribution amounts above are per pay for 24 pays throughout the year. Employees will not have healthcare contributions in the last pay in the two (2) months with three (3) pays.

Employee contributions/costs shall be paid through automatic payroll deductions.

For the City

\_\_\_\_\_  
Joseph F. Lencewicz  
Labor Relations Representative for  
The City of Independence

For the Union

  
\_\_\_\_\_  
Counsel  
IAFF Local 2375

**APPENDIX B**

**LETTER OF UNDERSTANDING II**

During the 2012 – 2013 negotiations the parties implemented a drug free workplace policy as referenced in Article XLIII and as such, employees will be required to complete the following Consent Form:

**DRUG FREE WORKPLACE POLICY CONSENT FORM**

Pursuant to The City of Independence's Drug Free Workplace Policy, I agree to have a urine (or blood/hair if necessary) test to detect Drugs and/or a breathalyzer test to detect alcohol. I agree that the results of this test may be released to The City of Independence. I understand that failure to sign this consent, failure to cooperate in the testing process, or a positive test result is violation of The City of Independence's Drug Free Workplace Policy, and The City of Independence may take such disciplinary or other measures which, in its sole discretion, it deems appropriate, one of which may be the immediate termination of my employment, without severance pay. I acknowledge that I have received a copy of The City of Independence's Drug Free Workplace Policy.

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

**APPENDIX A (REVISED)  
LETTER OF UNDERSTANDING I**

Beginning January 1, 2015, the medical insurance will be administered through Aetna.

The City and union jointly agree that investing in employee's wellness and developing a comprehensive wellness program is essential in an effort to help to mitigate escalating healthcare costs. Therefore, it is agreed that employee contributions for those employees and their spouses (for employees with a family plan) who elect to participate in the City's wellness plan shall be as follows and effective January 1, 2015:

WITH WELLNESS EMPLOYEE CONTRIBUTIONS (5.0% of Premium)	PPO Plan		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	\$14.00*	\$38.00*	\$14.00*	\$38.00*

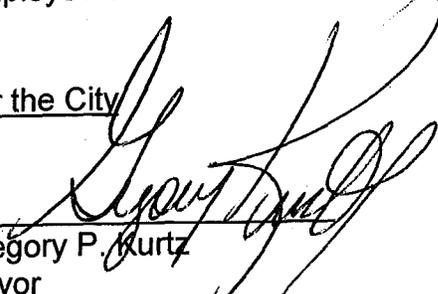
For employees and spouses (for employees with a family plan) who elect not to participate in the City's wellness plan, their employee contributions shall be as follows and effective January 1, 2014:

NO WELLNESS EMPLOYEE CONTRIBUTIONS (15.0% of Premium)	PPO Plan		H S A	
	SINGLE	FAMILY	SINGLE	FAMILY
	\$42.00*	\$114.00*	\$42.00*	\$114.00*

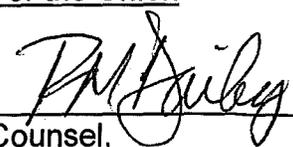
\* NOTE: The employee contribution amounts above are per pay for 26 pays in the calendar year.

Employee contributions/costs shall be paid through automatic payroll deductions.

For the City

  
\_\_\_\_\_  
Gregory P. Kurtz  
Mayor  
The City of Independence

For the Union

  
\_\_\_\_\_  
Counsel,  
IAFF, Local 2375