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**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF NEW FRANKLIN  
Summit County, Ohio**

**and**

**NEW FRANKLIN FIREFIGHTERS, NORTH  
IAFF Local 2885  
AFL-CIO, CLC**

**September 1, 2012 through August 31, 2015**

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**ARTICLE 1  
PURPOSE**

1. This Agreement is entered into by and between the City of New Franklin, Summit County, Ohio, hereinafter referred to as the "Employer", and Local 2885, International Association of Firefighters, hereinafter referred to as the "Union". It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment.

**ARTICLE 2  
RECOGNITION**

1. The Employer recognizes the New Franklin Firefighters North, Local 2885 International Association of Firefighters AFL-CIO, CLC, as the sole and exclusive Bargaining Agent for the Employees of the City of New Franklin Fire Department, Summit County, Ohio, with the exception of the Fire Chief, Assistant Fire Chief (or the subordinate officer acting in that capacity) and part-time employees.

**ARTICLE 3  
DEFINITIONS**

1. Employer – City of New Franklin, the Mayor and their agents, administrators, or representatives.
2. Union – New Franklin Firefighters North, Local 2885 International Association of Firefighters AFL-CIO.
3. Employee – A member of the Fire Department who, by virtue of being a member of the Union or a Member of the Bargaining Unit for whom the Union is the bargaining agent, is covered by this Agreement.
4. Reserve Firefighter; Volunteer; Part Paid Employee; Paid on Call – A member of the Fire Department that is paid on a per call basis.

5. Duty Day – A day that an Employee is scheduled to be physically present at the Fire Department or specified area away from the Fire Station proper.
6. Off Duty Day – A day that an Employee is not scheduled to be physically present at the Fire Department or specified area away from the Fire Station proper.
7. Calendar Day – All days in a month including weekends and holidays.

**ARTICLE 4  
UNION SECURITY**

1. All Employees shall have the right to become or refuse to become members of the Union and to participate in its activities, upon completion of their probationary period.
2. All Employees who become dues-paying members of the Union and upon presentation of a written deduction authorization from an Employee, the Employer shall deduct dues from the compensation of such Employee. As a condition of continued employment, on or after sixty (60) days following the probationary period or the effective date of this Agreement, whichever is later, the Employees who are not members of the Union shall pay to the Union a fair share fee not to exceed dues paid by Union members, in accordance with the provisions of the Ohio Revised Code § 4117.09(C). An amount shall be deducted from the wages of all such non-members on the same basis as the deductions made for dues from members of the Union. Nothing in this Section shall be construed to require any employee to become a member of the Union and an internal rebate procedure, as defined by federal and/or state law, shall provide a rebate, for fair share contributors, of expenditures in support of partisan political or ideological causes not germane to the work of employee organizations in the realm of collective bargaining. The Union agrees to hold the Employer harmless in the event of any legal controversy with regard to the application of this Section. All dues and fair share fees collected shall be remitted once each pay period by the Employer to the Union Treasurer, who shall forward the fees to the Union. The Union agrees to establish a fair share fee rebate

procedure, which meets the requirements of the law.

**ARTICLE 5  
UNION BUSINESS**

1. The Union President or next designated member elected or appointed to represent the Union shall be granted time to perform their Union Functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, Workers' Compensation and OP&F Meetings and activities related to grievance procedures not to exceed a total of one hundred six (106) hours per year, at no cost to the employer.
2. One member of the Union Negotiating Team shall be granted time off for all meetings which shall be mutually set by the Employer and the Union without loss of pay.
3. The Employer shall allow the Union to maintain on Fire Department premises equipment necessary for the administration of Union business which shall include, but not be limited to, file cabinets, files, desk and private telephone all to be paid for and maintained by the Union.
4. The Employer shall allow the Union to meet on Fire Department premises during reasonable non-work hours for the purpose of discussing Union business and conducting Union meetings.
5. The Employer agrees to provide wall space for a bulletin board in the living quarters. The bulletin board shall be identified with the name of the Union and the Union may designate persons responsible therefore. The space provided for said bulletin board shall be approximately 4 feet x 4 feet. All notices which appear on the Union bulletin board shall relate to items of interest to the members. These items shall consist of but not limited to:
  - a) Recreational and social affairs of the Union;
  - b) Union meetings;

- c) Union nominations;
- d) Union elections;
- e) Reports of Union committees;
- f) Rulings or policies of the IAFF, OAPFF, and Local 2885.

**ARTICLE 6  
PROBATION AND PROBATIONARY EMPLOYEES**

1. There shall be a probationary period of one (1) year for newly hired Employees. Employees promoted from part-time to full-time shall have the probationary period reduced one month for each year of prior part-time service to a maximum of six (6) months.
2. The Union recognizes and agrees with the right of Management to hire, discharge without cause and discipline an Employee during the probationary period without interference from the Union.
3. Therefore, Probationary Employees are recognized as members of the Bargaining Unit but shall be prohibited from becoming Union Members until the end of the probationary period. (Re. Article 4.1)
4. However, it is imperative an Employee, especially a new Employee, understand their relationship to the Employer and understand the rights, privileges and benefits to which they are entitled.
5. Therefore, the Probationary Employee shall be covered by all Articles of this Agreement excepting those Articles that are in conflict with the provisions of the probationary period.

The Articles in conflict are:

- a) Article 4 – Union Security
- b) Article 5 – Union Business
- c) Article 14 – Disciplinary Action
- d) Article 15 – Grievance and Arbitration
- e) Article 18 – Salaries, Rates of Pay and Overtime
- f) Article 20 – Clothing Allowance; Probationary Employees shall be provided with the following:

1. Three (3) Work Shirts, three (3) job shirts and Three (3) Work Pants
  2. One (1) Shirt Badge
  3. One (1) Name Tag
  4. One (1) Squad Jacket
  5. At the end of an Employee's probationary period, a Class A uniform will be provided.
- g) Article 22 – Holiday and Personal Leave  
h) Article 23 – Vacations

## **ARTICLE 7 NON-DISCRIMINATION**

The parties to this Agreement shall not discriminate for or against any Employee on the basis of membership or position in the Union and both Employer and the Union agree to conform to all applicable Federal and/or State Anti-Discrimination laws.

## **ARTICLE 8 EMPLOYEE STATUS**

1. The Employer shall maintain and post quarterly an Employee Status Sheet. The sheet shall list each union member, in order of seniority, and shall show the following information for each:
  - a) Total number of sick days accumulated and used to date;
  - b) Total number of holidays accumulated and taken in the present year;
  - c) Total number of EDO's (earned days off) accumulated and taken in the present year;
  - d) Total number of hours Out of Classification to date;
  - e) Salary for each Employee;
  - f) Total vacation days accumulated and used to date.
2. Quarterly shall refer to a calendar year.
3. The quarters shall end March 31, June 30, September 30 and December 31, respectively.
4. The above noted sheet shall be posted within seven (7) calendar days of the end of each quarter and a copy of same shall be forwarded to the Union Secretary.
5. If an Employee so requests in writing, he/she may review his/her personnel or medical files kept by the Employer and any document contained therein within five (5) calendar days of acknowledgment of the request by the Human Resources Coordinator. The

Employee shall be permitted a photocopy of any document contained in any of the Employee's personnel or medical files. Photocopies shall be provided one time per contract period at no cost to the Employee. Thereafter, any photocopies provided to the Employee shall be at the same cost as the Employer charges for other photocopying costs.

## **ARTICLE 9 LABOR-MANAGEMENT COMMITTEE**

The parties recognize that certain subjects, such as equipment, safety, job duties, work schedules and assignments and various similar management functions, are not appropriate subjects for formal negotiations. Nevertheless, the parties also recognize that the Union may wish to present its views on such subjects so that such views may be considered by the administration. For this purpose, a Labor-Management Committee shall be established. Management is not bound by this Section to negotiate any such subjects as Labor Management Committee Hearings.

1. A Labor Management Committee consisting of three (3) individuals who represent the Bargaining Unit and three (3) who represent the Employer shall be established.
2. This Committee will meet no less than two (2) times per calendar year to discuss items of concern to the Bargaining Unit and the Employer. Additional meetings may be held only if both sides consent.
3. Each team will submit a proposed agenda thirty (30) days prior to the meeting. Each meeting will have an agenda to be agreed upon by both parties.
4. The names of those representatives of the Bargaining Unit will be submitted to the Employer within thirty (30) days after the signing of this Agreement. The Employer will reciprocate in a like manner within the same thirty (30) day period, submitting the names to the Union Secretary.

5. All proposed items for agenda will be submitted by either party within the above time frames.
6. Additional items may be added to the agenda only on mutual consent of both parties.
7.
  - a) Notice for request for a meeting of the Labor Management Committee shall be served upon the other party at least thirty (30) days prior to the proposed meeting date.
  - b) In the event a subject should arise that normally could be a subject of discussion of the Labor Management Committee but because of its nature a timely resolution would be beneficial to both parties, an emergency meeting of the Committee may be requested by either party.
  - c) The Emergency meeting should commence within seventy-two (72) hours after notification. Notification may be verbal followed by written confirmation. This time period may be modified by mutual consent.
  - d) The Emergency meeting shall be amongst the Union President or his designee and one other Union member and two representatives designated by the Mayor. Only the subject at hand shall be discussed.
  - e) The exercising of the Emergency meeting shall not preclude the meeting of the full Labor-Management Committee or the exercising of the grievance procedure, by either side, if applicable.
8. Meetings may be cancelled by mutual agreement of the parties.
9. Labor-Management Committee meetings shall be closed to the public.

It is not the intent of the parties that the Labor-Management Committee meetings be used to bypass the normal chain of command and the Union is expected to attempt to work out matters with the lower level supervisors before raising them at Labor-Management Committee meetings.

**ARTICLE 10  
RULES AND REGULATIONS**

1. **MANAGEMENT RIGHTS:**

The Union recognizes those rights that are established under § 4117.08(C) of the Ohio Revised Code as management rights enumerated as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the

public Employer standards of service, its overall budget, utilization of technology and organizational structure;

- B. Direct, supervise, evaluate, or hire employees;
  - C. Maintain and improve the efficiency and effectiveness of governmental operations;
  - D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
  - E. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
  - F. Determine the adequacy of the workforce;
  - G. Determine the overall mission of the Employer as a unit of government;
  - H. Effectively manage the workforce;
  - I. Take action to carry out the mission of the public Employer as a government unit. The Employer is not required to bargain on subjects reserved to the management and direction of governmental unit except as affect wages, hours, terms and other conditions of employment and the continuation, modification or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based in the collective bargaining agreement. Each Employee will sign for and receive in photocopied form, all Rules and Regulations of the Fire Department.
2. A photocopy of all Rules, Regulations and Standard Operating Procedures currently in effect shall be provided to all Employees and the Secretary of the Union. The Union and the Employer recognize that the Rules, Regulations, and Standard Operating Procedures may be amended, repealed, replaced or otherwise changed from time to time at the discretion of the Employer.
  3. A copy of any rule, regulation or standard operating procedure, amended, repealed, replaced or otherwise changed shall be forwarded to all Employees prior to the effective date of said rule, regulation or standard operating procedure change.

**ARTICLE 11  
PREVAILING RIGHTS**

1. All rights, privileges and working conditions enjoyed by the Employees at the present time shall remain in force, unchanged and unaffected in any manner, during the term of this Agreement, unless changed by mutual consent.
2.
  - a) All present, household conveniences presently provided by the Employer shall be maintained. They include the following: food storage and preparation facilities, recreation and exercise areas, linen cleaning service and bedding.
  - b) Employees will use the Union phone when installed for all personal calls. This shall not prevent an Employee from receiving calls on a non-emergency Fire Department trunk line. If said call is personal in nature, the Employee shall return the call on the Union phone.
  - c) The present conveniences provided by the Union Members shall be permitted to continue. They are as follows:
    - 1) radios, internet, and televisions in station recreation areas;
    - 2) delivery of newspapers and other publications to the station;
    - 3) maintenance of athletic and recreational equipment;
    - 4) personal use of tobacco products in compliance with Ohio law and the rules and regulations of the Fire Department. The management does not encourage the use of tobacco products and, in fact, discourages such use. The use of tobacco products is at the sole risk of the Employee;
    - 5) playing of radios during work/non-work hours;
    - 6) receiving of visitors during reasonable work and non-work hours and in compliance with Fire Department rules and regulations so long as work is completed;
    - 7) maintaining on Fire Department premises personal items;
    - 8) maintaining of shift trading between Firefighters following the procedure currently in effect in the Fire Department Rules and Regulations. Shift trading shall result in no effect on overtime;
    - 9) maintain access of cable service to televisions; and
    - 10) use of locker room and shower facilities.

**ARTICLE 12  
PERSONNEL REDUCTION**

1. Layoff is an involuntary separation of an Employee due to the lack of work, lack of funds or a determination by the Employer that a reduction in force is necessary.
2. If layoffs occur, the Employer shall determine the layoff based on seniority in the Fire Department.

3. All employees in the Fire Department shall have the right with the use of their seniority to choose a voluntary layoff. Employees on voluntary layoff can choose to re-enter on thirty (30) day written notice to the employer after one hundred eighty (180) days on layoff status but before two (2) years on layoff status. When an employee on voluntary layoff chooses to re-enter, the Firefighter with the least amount of seniority shall be placed on layoff status. An Employee on layoff can maintain health insurance in accordance with COBRA. Employees on layoff status must pay the health insurance premiums from their own personal funds.
4. Employees who are laid off shall be placed on a re-employment list in reverse order of the layoff excepting an individual on voluntary layoff shall be first to be called back, and shall have first priority for re-employment in the Fire Department for a period of two (2) years.
5. The affected Employee shall keep the Employer advised of any change of address by certified mail. Failure to do so shall result in the Employee's loss of rights for recall to re-employment.
6. Nothing herein shall prohibit the Employer from using the services of reserve or part-time firefighters , even when full-time Employees are laid off.

### **ARTICLE 13 LATERAL TRANSFER**

In the event of a job opening due to promotion, transfer, demotion, retirement or demise of an Employee, or expansion of Fire Department ranks, such transfer shall be made in accordance with the following provisions:

1. All positions and qualifications therefore to be filled by lateral transfer shall be announced by bulletins, which shall be posted for a period of at least fourteen (14) calendar days. Such positions shall be considered open for written bid for this fourteen (14) day period.

2. In the event more than one (1) Employee with reasonably equivalent and adequate qualifications submit a written bid to the Employer for the position, the position shall be filled by the bidding Employee with the greatest seniority, who possesses the qualifications necessary for the position.
3. Lateral transfer shall only be used to move from one (1) fire-fighting position to the other fire-fighting position. Lateral transfer will not be used to promote an Employee to a higher rank within the Fire Department.

**ARTICLE 14  
DISCIPLINARY ACTION**

1. No Employee shall be disciplined except for just cause.
2. Except in instances where the Employee is found guilty of serious misconduct (i.e. violations involving suspension, loss of pay or termination), discipline will be applied in a corrective and progressive manner.
3. Whenever the Employer and/or its designee determine that there may be cause for an Employee to receive a verbal recorded reprimand or a written reprimand, that Employee shall receive a copy of the reprimand.
4. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Any Employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. In cases of disciplinary actions involving suspensions, reductions or discharges, an Employee may initiate a grievance at Step 2 of the grievance procedure contained herein.
5. Any Employee who refuses to answer questions by the Employer or refuses to participate in an investigation shall be advised that such refusal is a violation of the work rules, policies, and procedures of the Employer and that continued refusal may subject him to disciplinary action, at the discretion of the Fire Chief or his/her designee. However, no

Employee shall be required to submit to any interview, participate in any investigation or attend any disciplinary meeting or hearing without being apprised of his right to have a Union representative present.

6. The Employer shall request that all complaints by citizens which may result in disciplinary action of an Employee be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the Employee at any disciplinary hearing or interrogation. The Employer reserves the right to investigate any complaint and to interview an Employee regarding any complaint pursuant to the provisions of this Article.
7. An Employee may request an opportunity to review his personnel file and/or medical file and may elect to have a Union representative present. The Employee will give five (5) days written notice and limit his/her requests to twice a year under this Section. Any reasonable requests for copies will be honored by the Employer. Upon reviewing his personnel file, an Employee may submit a written and signed memoranda in rebuttal, mitigation or explanation to clarify his position regarding documents of a negative or derogatory nature in the file. Such memoranda shall be incorporated into the Employee's file and remain in the Employee's file so long as the negative material remains.
8. When an Employee is charged with or is under investigation for alleged violation of department rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the Employee's name and the extent of the disciplinary action taken or contemplated until such time as a final ruling has been made and served on the Employee. To the extent allowed by law, all investigations shall be held in strictest confidence by the Employer and the Employee.
9. a) Any disciplinary action in the Employee's file that is of a minor nature (i.e., a verbal or a written warning) may be removed from the Employee's file one (1) year from the date of violation, provided there were no subsequent acts committed by the Employee that warranted additional discipline.

b) Any disciplinary action that results in loss of pay may be removed and destroyed after the passage of twenty-four (24) months, provided there were no subsequent acts committed by the Employee that involved loss of pay.

c) Any disciplinary action that results in loss of pay of ten (10) days or more shall not be removed from the Employee's personnel file.

d) The Employee must submit a written request to the Human Resources Coordinator via the Fire Chief for removal of any disciplinary action. Such requests shall refer to the date of the disciplinary action, and shall be signed and dated by the Employee. The Human Resources Coordinator or his/her designee shall research the matter in order to determine whether the disciplinary action may be removed pursuant to the Agreement. Any disciplinary document(s) to be destroyed will be done so pursuant to the Employer's records retention policy(ies).

#### **ARTICLE 15 GRIEVANCE ARBITRATION**

1. A grievance is a complaint, dispute or other controversy in which it is claimed that either party has failed in an obligation under this Agreement and which involves the meaning, interpretation or application of this Agreement. No other dispute of any nature is considered a grievance for purposes of this Agreement.
2. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle the grievance as close to the event as possible.
3. Should one (1) party fail to comply with the time limits herein, the grieving party may appeal immediately to the next step. Should the grieving party fail to comply with the time limits herein, the grievance shall be considered abandoned.
4. All time limits may be extended by mutual agreement.

5. The Union may file a class action grievance to address matters that (1) impact all Employees in the same way, or (2) affect a right granted to the Union (as opposed to an Employee) under this Agreement.
6. The grievance form presently in use shall be used. The following procedure shall be utilized when a grievance is initiated by an aggrieved Employee or the Union. An Employee may present a grievance and have it adjusted, as long as the adjustment is not inconsistent with the terms of this Agreement and as long as the Union has the opportunity to be present at the adjustment.

#### STEP 1

An aggrieved Employee or Union representative shall present a grievance in writing to the Fire Chief within fourteen (14) calendar days from the occurrence, or knowledge of the occurrence, giving rise to the grievance. Upon submission of a grievance, the Fire Chief shall have fourteen (14) calendar days to respond in writing to the grievance.

#### STEP 2

Upon receipt of the Fire Chief's Step 1 written response, the aggrieved Employee or Union shall advance the grievance to Step 2 by submitting a written response to the Mayor within ten (10) calendar days. Upon receipt of the Employee's or Union's Step 2 written response, the Mayor shall have ten (10) calendar days to submit his written response.

#### STEP 3

After receipt of the Mayor's Step 2 response, the Union may advance the matter to arbitration. Only the Union shall have the right to advance a grievance to arbitration. However, prior to actually advancing the grievance to arbitration, the Mayor and/or his designee and the Union President and/or his designee shall meet via conference call or in person as soon as practicable to attempt resolution of the grievance. If the grievance cannot be resolved during this meeting, the Union shall have fourteen (14) calendar days from the date of the meeting to advance the grievance to arbitration by submitting a written demand for arbitration to the Mayor.

#### STEP 4

The arbitrator shall be selected from a list of seven (7) names provided by the Federal Mediation and Conciliation Service, or by mutual agreement. When a list is received, either party may reject the list and request a second list be submitted. The FMCS list shall be requested by the Union within ten (10) calendar days after the demand for arbitration has been submitted to the Mayor. The selection from the list shall be conducted by the Union and Employer's respective designated representatives and shall

be accomplished by the parties' representatives alternatively striking names from the list until one name remains. The party striking first shall be decided by a flip of a coin with the party losing the toss striking first.

7. The following procedures and rules shall govern all arbitration proceedings:

A. HEARING

The arbitrator shall schedule a hearing as soon as practicable at a time and place convenient to both parties.

B. JURISDICTION

The Arbitrator's authority shall be expressly limited to the meaning, intent or application of the provisions of this Agreement. The Arbitrator shall have no power to add to, delete from or alter in any way the provisions of this Agreement.

C. DECISION

The decision of the Arbitrator shall be in writing and final and binding upon both parties. It shall be delivered to the parties no later than thirty (30) days from the date of the close of the hearing.

D. EXPENSES

Expenses relating to the calling of witnesses and representation or any other similar expenses associated with the arbitration shall be borne by the party requiring same. The Union and the Employer shall each pay one-half (1/2) of the fee, if any, for the hearing room; the original court reporter's hearing transcript; an electronic or photocopy of the hearing transcript for each party, as needed; and the court reporter's per diem fee, if any. The parties will mutually provide a copy of the hearing transcript and all hearing exhibits to the arbitrator with the submission of their post hearing briefs. The arbitrator's fees and any FMCS fees shall be paid by the losing party.

**ARTICLE 16  
POSTING OF SCHEDULE**

1. The Employer shall post a yearly master schedule commencing January 1 of each year, showing schedule changes from one (1) year to the next. A thirty (30) day notice shall be given prior to regularly scheduled shift rotations.
2. The schedule shall be posted in locations convenient to Employees.
3. Except for emergency situations, any deviation from the master schedule because of manning requirements shall be posted as soon as practicable after the Chief is aware of the need for such change.

4. A copy of the master schedule shall be forwarded to the Union Secretary by December 1 of each year and notice of any deviation from same at the time of the posting of the notice of the change.

**ARTICLE 17  
WORKING HOURS**

1. The basic workweek shall consist of fifty-three (53) hours per week on the California swing shift (i.e. a nine (9) day workweek following the pattern of: on, off, on, off, on, off, off, off, off) in a three (3) platoon system of twenty-four (24) hour tours of duty.
2. Overtime shall be paid for hours worked in excess of fifty-three (53) hour workweek. The hours that have been accumulated since September 1, 1989 shall be banked and shall be used with proper notification. Use of banked hours shall be in 1/4 hours and shall not be unreasonably denied.
3. Upon mutual consent and for good cause shown, the Fire Chief may schedule an Employee to work a forty (40) hour workweek (eight [8] hours per day five [5] days) in order to meet manpower requirements. In addition, the Fire Chief may schedule an Employee to work a forty (40) hour workweek to accommodate light duty work.
4. Said forty (40) hour workweek will be compensated as if the Employee were working a fifty-three (53) hour workweek and will be scheduled on the seniority bid method within the job skills necessary for the task to be accomplished. (Example: An Employee working a 40 hour workweek would receive the same salary for the week as an Employee would have if he/she had worked his/her regular schedule plus the 3 hours of overtime each week the firefighter would have normally received working the firefighter's regular schedule.)
5. A. The Union and the Employer agree that Reserve Firefighters, with due regard for the safety of all parties and assurance of delivery of quality services, be used during the

absence of regularly scheduled Employees (re. Article 29, Section 5(a), (b)). Reserve firefighters may be used for such absences as:

1. Absence due to the use of Compensatory Time Off
2. Absence due to Sick Leave
3. Absence due to Holiday Leave
4. Absence due to Vacation
5. Other Absences

B. Guidelines for Use of Compensatory Time

1. Compensatory time, with the exception of emergency compensatory time, should be prescheduled at least forty-eight (48) hours in advance of proposed use.
2. Compensatory time may be scheduled with less than forty-eight (48) hours notice with the permission of the Fire Chief or Acting Chief Officer (i.e. Assistant Chief, Captain or Senior Lieutenant).
3. Compensatory time, with the exception of emergency compensatory time, should be scheduled in one (1) hour increments.
4. Prescheduled compensatory time should not be withheld because of sickness or injury of another Employee.
5. Whereas it is agreed that vacation weeks (three consecutive shifts) have precedence over vacation days and holidays, it is also agreed that vacation days and holidays have precedence over prescheduled compensatory time off. However, in the event a conflict should occur, every effort should be made to accommodate all parties concerned.
6. In the event compensatory time off is needed by two members of the shift for educational purposes as specified in Article 31 (Education), every effort should be made to accommodate the need of both.
7. Emergency compensatory time (i.e. the need for compensatory time off occurring suddenly during a shift) should be limited to four (4) hours initially. However, the need for additional compensatory time off, if requested, should not be unreasonably denied. Because of the emergent situation that may be caused by the exercise of this Section (i.e. the need for the use of emergency compensatory time off by one crew member of a two (2) person crew), the first available qualified Fire Department employee may be used to cover the vacant spot for the first four hour period. However, if additional time is requested and approved, the procedure of Article 18, Section 6 (Overtime) shall be followed.

C. Nothing in the guidelines shall contradict any Section of this Agreement unless mutually agreed to.

**ARTICLE 18  
SALARIES, RATES OF PAY AND OVERTIME**

1. Salaries shall be paid by Employer check in twenty-six (26) equal bi-weekly pays. The basic hourly rate of pay shall be equal to the base annual salary divided by two thousand seven hundred fifty six (2,756) hours.
2. From September 1, 2012 through August 31, 2015, the following pay scale shall be in effect.

Rank	9/1/12	9/1/13	9/1/14
Firefighter/EMT/Basic	\$51,186.51	\$51,186.51	\$51,826.34
Firefighter/EMT/Intermediate	\$53,099.15	\$53,099.15	\$53,762.88
Firefighter/EMT/Paramedic	\$55,279.54	\$55,279.54	\$55,970.53
Lieutenant/EMT/Basic	\$55,025.49	\$55,025.49	\$55,713.31
Lieutenant/EMT/Intermediate	\$57,081.58	\$57,081.58	\$57,795.10
Lieutenant/EMT/Paramedic	\$59,425.50	\$59,425.50	\$60,168.32
Captain/EMT/Basic	\$56,126.00	\$56,126.00	\$56,827.58
Captain/EMT/Intermediate	\$58,223.21	\$58,223.21	\$58,951.00
Captain/EMT/Paramedic	\$60,614.01	\$60,614.01	\$61,371.69

OP&F Pick-up: Beginning, July 1, 2013, the Employer will “pick-up” or pay 2% of the Employee’s share of the contribution to OP&F. See attached memorandum of understanding #1, regarding lump sum payments.

3. Out of Classification Pay.
  - A. An Employee who is required to accept responsibilities and carry out the duties of a company officer shall be paid at the rank while so acting.
  - B. A Lieutenant or Captain who is required to accept the responsibilities of a higher rank for a period of three (3) continuous or more hours shall be paid at the higher rank’s rate of pay while so acting.
  - C. The assignment of responsibilities will commence upon the request and approval of the Fire Chief, Assistant Fire Chief or the Mayor, or when required by Department policy.
4. Longevity Pay.
  - A. Employees who have completed five (5) years of full-time service with the Department shall be entitled to remuneration in the amount of one percent (1%) of the Employee’s base pay. Employees who have completed ten (10) years of

full-time service with the Department shall be entitled to remuneration in the amount of one and one-half percent (1.5%) of the Employee's base pay. Employees who have completed fifteen (15) years of full-time service with the Department shall be entitled to remuneration in the amount of two percent (2%) of the Employee's base pay.

- B. This longevity payment shall be made in a separate check on the first pay date in December of each year, minus all deductions required by law.
- C. In the event an Employee's longevity pay increases during the year for which he is being paid in December, then such payment shall be prorated within the longevity classifications on a monthly basis with the Employee receiving credit for the higher rate for the month in which, by his anniversary date, he is entitled to the higher rate.
- D. Longevity pay shall not be considered when calculating the rate of pay for overtime hours or paid legal holidays worked.

5. Probationary Pay.

Effective September 1, 2006, a newly hired Employee's salary will be established as 70% of the Firefighter/EMT/Basic, Intermediate or Paramedic depending upon the Employee's EMS Certification at hiring. After completion of one (1) year, an Employee's salary shall be established at 80% of the then existing Firefighter/EMT/Basic, Intermediate or Paramedic depending upon the employee's EMS Certification. After completion of two (2) years, an Employee's salary shall be established at 90% of the then existing Firefighter/EMT/Basic, Intermediate or Paramedic depending upon the Employee's EMS Certification. After completion of three (3) years, an Employee's salary shall be that established under Section 2 of this Article. A part-time employee promoted to a full-time position shall have each aforementioned time period reduced by the amount of time his/her probationary period was reduced in Article 6, Section 1 (i.e. if a part-time employee was promoted to full-time and had his/her probationary period for full-time reduced by 6 months then that employee would receive 80% of the applicable rate at the completion of 6 months of full-time service, 90% of the applicable rate at the completion of 12 months of full-time service and 100% of the applicable rate at the completion of 18 months of full-time service).

6. Overtime.

- A. Overtime includes all hours worked by an Employee above his/her normally scheduled tours of duty. In the event that a need for overtime occurs in the Fire Department, overtime shall accrue to Employees and may be mandated by the Chief for good cause. Good Cause includes, but is not limited to, the need to provide adequate minimum staffing specified in Article 29 and to provide adequate staffing for fire and EMS protection for the community during special and preplanned events.
- B. All overtime shall be distributed and rotated equally among the Employees. In the event that two (2) Employees have an equal number of accumulated hours, the overtime shall be offered to the Employee having seniority.
- C. The Employer agrees to maintain a log to show the time and the response from each Employee called as to whether the overtime was accepted, refused, no answer, sick, on vacation or on duty.
- D. Any new Employee, when added to the overtime log, shall be charged initially with the average amount of accumulated overtime hours.
- E. An Employee shall be compensated for all overtime hours worked, at the Employee's discretion, by:
  - 1) Being paid at a rate equal to the Employee's overtime rate of pay, which is one and one-half (1 ½) times the Employee's basic hourly rate,

OR

- 2) Having one and one-half (1-1/2) hours of compensatory time for each hour of overtime being deposited into the Employee's compensatory bank to a maximum of three hundred (360) hours.
- F. The Employee shall indicate his or her preference under Section E at the close of the pay period in which the overtime was worked.
- G. Overtime shall be paid in 15-minute increments. An Employee working greater than 7 minutes into a given 15-minute increment shall be paid for the 15 minutes. (Example: An Employee on elective overtime works for one hour and 7 minutes. The Employee is paid for one hour. However, the Employee works one hour and 8 minutes. The Employee is paid for one hour and 15 minutes.)
- H. Mandatory overtime will be used only in instances when adequate staffing for a particular purpose has not been able to be achieved through voluntary overtime procedures specified in Section 6(B), (C) and (D) of this Article. Mandatory Overtime will be assigned from a rotating list of all Employees. The Employee who is at the top of the list will be responsible for the coverage of the overtime either by working the time themselves or by enlisting another Employee to work the time. An Employee will be excused from this requirement only if they are on vacation, sick leave, injury leave, a previously approved leave, or are the only currently available parent of a minor child in need of constant care. However, the

Employee's name will remain at the top of the list for the next instance of a need for Mandatory Overtime. Mandatory Overtime will be no greater than twelve hours for any one Employee. If a need exists to cover more than twelve hours then the next Employee on the list will be notified of the overtime. If more than one Employee is needed for a specific time period, the rotation list will be followed. The need for Mandatory Overtime for special and preplanned events will be made known as early as possible. Overtime will not be mandated for training purposes.

- I. Mandatory overtime will be compensated at the rate of pay specified in Article 19.

**ARTICLE 19  
EMERGENCY CALL BACK**

1. Emergency call back occurs when an Employee is called to duty while off duty or remains on duty after the end of his/her normal duty day, as described in Section 4, below. An Employee who is called back to duty for emergency call back shall:
  - a) be compensated hour for hour at a rate based on one and one-half (1-1/2) times the Bargaining Unit member's base annual salary divided by two thousand eighty (2,080) hours;

**OR**

  - b) receive one and one-half (1-1/2) hours of compensatory time for each hour worked.
2. An Employee when on duty as a result of emergency call back shall be paid for a minimum of one (1) hour.
3. While on duty as a result of emergency call back, an Employee who is required to remain on duty for at least thirty (30) minutes after the first hour and each subsequent hour shall remain on duty for the additional hour and shall perform station maintenance or other assigned work during that time (i.e. one [1] hour and thirty [30] minutes equals two [2] hours; two [2] hours and thirty [30] minutes equals three [3] hours, etc.)
4. This premium rate of pay shall apply only to emergency call back to duty initiated by a Code 1, Code 3 or Code 4 as defined in the Standard Operating Guideline (SOG) dated June 16, 2003 – Tactical Guidelines, Number 4.

**ARTICLE 20  
CLOTHING ALLOWANCE**

1. The annual clothing allowance shall be \$1000.00 per Employee beginning calendar year 2013. In addition, the Employer will reimburse each Employee up to \$150.00 per calendar year for the cost of approved footwear to be worn during working hours. An employee will purchase such footwear and submit to the Employer a receipt for same for reimbursement.
2. Should the Fire Chief unilaterally issue regulations which add to either Class of uniform, all items so added shall be furnished to each Employee at the Employer's expense.
3. A separate check for the full amount of the clothing allowance shall be issued to each Employee during the first pay period of January of each year.
4. If a uniform item, personal item or any issued equipment item is damaged beyond repair in the line of duty by other than loss or normal wear and tear, the said item shall be paid for by the Employer. Payment shall be based upon the age and condition of said item. The amount of the payment shall be determined solely by the Fire Chief, with input from the Union. All damaged items shall be reported to the officer in charge (OIC) at the time of occurrence.
5. All Employees are responsible to maintain their uniform and equipment in serviceable condition. Clothing shall be clean, pressed and shall not be noticeably patched, torn or worn. An Employee is subject to disciplinary action if this standard is not met.
6. An Employee receiving a clothing allowance for a calendar year who terminates employment for any reason during a calendar year shall reimburse the Employer a pro rata share (1/12 for each month not worked) of his received clothing allowance through direct payment or payroll deduction (including from accumulated leave time due to the Employee).

7. Employees are required to maintain, and have available for inspection, serviceable items of all required uniform pieces. Uniforms and uniform pieces for the department shall include:

- a. Approved New Franklin Fire Department (NFFD) shirt badge
- b. NFFD Class "A" uniform jacket badge
- c. NFFD Class "A" uniform cap badge
- d. Name tag
- e. One NFFD squad (EMS) jacket
- f. Approved t-shirts with silk-screened NFFD insignia
- g. Approved polo shirts with embroidered NFFD insignia
- h. Approved work trousers (Class "B" uniform pants, NFPA compliant)
- i. Approved Class "B" uniform shirt (NFPA compliant)
- j. Approved job shirt (sweater-weight work shirt) with embroidered NFFD insignia
- k. One Class "A" uniform complete (jacket with patch, trousers, white long sleeve shirt with patches, cap, tie, gloves, dress shoes)

8. Uniform pieces have a finite useful life from normal wear and tear and from cleaning. In regard to Section 4 above, uniform pieces shall be recognized as having the following useful life:

- a. Metal Badges and Nameplates: Employee's service time
- b. EMS/squad jackets: five years
- c. T-shirts: One year
- d. Polo shirts: Two years
- e. Class "B" uniforms: Two years
- f. Job shirts: Two years

Excessive fading may render a uniform piece inappropriate for use as a uniform even though the uniform piece may be within its "useful life." It is the Employee's responsibility to ensure that all uniform pieces meet required color criterion.

#### **ARTICLE 21 SEPARATION COMPENSATION**

1. An Employee who resigns or retires is eligible to be and shall be compensated accordingly in a cash lump sum calculated at present rates of compensation contained within this Agreement for all his or her accumulated overtime, compensatory time, holiday time, vacation time plus up to a maximum of eight hundred twenty-five (825) hours of accumulated sick time.

2. Upon an Employee's termination of employment, after completion of the first year of employment, vacations will be prorated at the daily rate in effect.

**ARTICLE 22  
HOLIDAY AND PERSONAL LEAVE**

1. The following days shall be recognized and observed as Holiday:
  - a) New Year's Day – January 1
  - b) Martin Luther King Day – Third Monday in January
  - c) Presidents' Day – Third Monday in February
  - d) Memorial Day – Last Monday in May
  - e) Independence Day – July 4
  - f) Labor Day – First Monday in September
  - g) Columbus Day – Second Monday in October
  - h) Veteran's Day – November 11
  - i) Thanksgiving Day – Fourth Thursday in November
  - j) Christmas Day – December 25
2. On January 1 of each contract year, Employees shall receive a bank of two hundred forty (240) hours of holiday leave and forty-eight (48) hours personal leave to be scheduled throughout the course of the year. Any Employee who terminates employment for any reason, and who has taken holiday hours in advance of the date said hours would have been earned during the contract year, shall reimburse the Employer in an amount equal to Employee's regular rate of pay for such hours. Repayment shall be made through direct payment or payroll deduction (including from the Employee's separation compensation, if any). All holidays must be taken in time off of no less than four (4) hour increments or in receipt of twenty-four (24) hours pay in lieu of time off during the pay period the scheduled holiday falls. However, no holiday or personal time off requests will be honored for the date and rain date of the Portage

Lakes Firework Association fireworks display. Therefore, until such display date and rain date are scheduled, no holiday or personal time off requests will be honored for the time period June 30 through July 8 of each year.

3. An Employee who is scheduled to work on one of the above holidays listed in Section 1 shall be paid sixteen (16) hours at his overtime rate of pay and eight (8) hours at his regular rate of pay. The sixteen (16) hours paid at the overtime rate shall be 0800 to 0000 hours.
4. First choice for holiday and personal leave shall be month-to-month on a rotating schedule within each platoon. First choice shall be posted five (5) calendar days prior to the first day of the month in which the Employee wishes to take the holiday or personal leave. Choices of holiday and personal leave by other Employees in the same platoon shall be posted by the first day of the month. Holiday and personal leave choices after the first of the month shall be granted on approval of the Fire Chief and shall not be unreasonably denied.
5. No schedule shall be altered, except at an Employee's request, to avoid working that Employee on the above holidays.
6. Holiday and personal leave does not count as hours worked for the purposes of determining overtime.

**ARTICLE 23  
VACATIONS**

1. Each Employee shall receive paid vacation as follows:

Upon completion of:

One (1) year through six (6) years .....	Two (2) weeks
Seven (7) years through thirteen (13) years.....	Three (3) weeks
Fourteen (14) years through nineteen (19) years.....	Four (4) weeks
Twenty (20) plus years .....	Five (5) weeks

2. Vacations are subject to the following computation and rules:

- a. Vacations must be taken in the year following the year earned and may be carried over only if the failure to take vacation is due to the Employer's action and not due to the Employee's choice, or pursuant to Section 4, below.
  - b. One week shall be considered seven (7) consecutive days beginning 8:00 a.m. on the first scheduled tour of duty of the week selected, and ending at 8:00 a.m. on the eighth (8<sup>th</sup>) calendar day following, consisting of three (3) working days.
  - c. Employee shall be paid an amount equal to the regular daily rate times the number of days the Employee would have been scheduled to work, in the normal course of the particular week chosen as the Employee's vacation week.
  - d. Employees may take vacation in one (1) day/twenty-four (24) hour increments, upon reasonable prior notice to the Fire Chief or his designate. Reasonable prior notice is defined, for the purposes of this Section, as fifteen (15) days prior to the date proposed as a vacation day. The Fire Chief may grant vacation date requests with lesser notice, at his discretion.
3. In computing service for vacation purposes, full credit shall be given for governmental service and service rendered during the probationary period, provided such Employee, immediately after probationary status, becomes an Employee eligible to receive vacation. Vacation preference requests shall be made from January 1<sup>st</sup> to March 31<sup>st</sup> of each year. If one (1) or more requests are made for the same date or an overlap shall occur, seniority shall have preference. Until the Portage Lakes Fireworks Association schedules its fireworks display date and rain date, no vacation requests will be honored for the time period June 30 through July 8 each year. After such fireworks display date and rain date are scheduled, the remaining dates between June 30 through July 8 will be released. Any vacation requests that are made after March 31<sup>st</sup>, and after fireworks blackout dates are released, shall be granted by the Fire Chief on the basis of availability.
4. All Employees may carry over and up to forty-eight (48) hours of vacation to the next year at the current rate of pay.

**ARTICLE 24  
SENIORITY**

Seniority shall be determined by continuous service in the Fire Department calculated from the date of employment with the Employer or its predecessor Village or Township. Continuous service shall be broken only by resignation, discharge, retirement or lay-off in excess of twenty-four (24) consecutive months.

**ARTICLE 25  
BEREAVEMENT LEAVE**

1. Employees shall be allowed four (4) calendar days off immediately following the death of one of the following members of the immediate family without loss of pay. Immediate family shall be defined as: Spouse, child, foster child, parent, foster parents, stepmother, stepfather, sister, brother, mother-in-law, father-in-law or any blood relative living in the household of the Employee.
2. In the case of the death of a grandmother, grandfather, grandmother-in-law, grandfather-in-law, grandchildren, sister-in-law, brother-in-law, aunt or uncle, the Employee shall, if scheduled to work the day of the funeral, receive that calendar day off without loss of pay.
3. The Employer shall grant additional time off to the Employee for bereavement leave which shall be charged to the Employee's accumulated sick leave, one (1) hour for each hour used, up to two (2) days. Additional time may be granted at the discretion of the Fire Chief or the Mayor.

**ARTICLE 26  
INJURY LEAVE**

1. Any employee unable to work because of a job related disabling condition, such that the employee is entitled to workers' compensation, shall be entitled to the time period between the date the employee had to leave work because of the injury or disabling condition and the date at which he/she receives his/her first workers' compensation

check, will be paid at his/her regular rate of pay. Any employee unable to work because of a job related disabling condition must immediately apply for workers' compensation benefits from the State of Ohio in no event less than ten (10) days after the commencement of the absence. Injury leave pay shall be limited to a maximum of twenty (20) weeks including the date of injury.

2. When the employee's workers' compensation pay is granted, the employee shall remit to the Clerk of the City of New Franklin an amount equal to the workers' compensation payments for the time period from the beginning of the injury leave to the time workers' compensation payments begin. When workers' compensation payments begin on a weekly or monthly basis, the employee will cease being paid by the City and will, in fact, be paid by workers' compensation.
3. Payment by the City of regular wages pending receipt of the workers' compensation payments by the employees, in the case of a disputed claim, shall continue only until a ruling is received from the first level of any appeal to the Workers' Compensation Board. Should it be determined that the bargaining unit member is not eligible for workers' compensation payments, then the employee shall be responsible for reimbursing the City for all injury leave pay and/or having the time off deducted from the bargaining unit member's available sick leave compensation bank.
4. Recovery by the City of payments to the employee under this article are limited to reimbursement for payments for actual lost time pending receipt of workers' compensation payments or pending determination at the first level of appeal. Injury leave shall not be charged against accumulated sick time. Upon return to work from injury leave, the bargaining unit member shall apply immediately to the Pension Board to purchase the qualifying pension time lost while on injury leave. A copy of the Pension Board's accounting and determination will be supplied to the Clerk. The City shall then purchase the employee's pension time lost while on injury leave and make payment to

the Pension Board. The City shall be responsible for purchasing up to a maximum of one (1) year pension time lost while on injury leave.

**ARTICLE 27  
SICK LEAVE**

1. Employees shall earn fully paid sick leave at the rate of one and one-fourth (1-1/4) tours of duty for each completed calendar month of service. Service shall be defined as time worked or when on authorized vacation, holiday or other authorized leave of absence.
2. Employees may use their sick leave for absence due to personal illness, child birth, injury, exposure to contagious disease which could be communicated to other Employees, for illness or injury in the Employee's immediate family and for other authorized uses as approved by the Fire Chief and/or the Mayor. For the purposes of this Article, "immediate family" shall be defined in the same manner as it is in Article 25, Bereavement Leave.
3. An Employee who is laid off or on unpaid disability leave will, upon reinstatement to service, retain credit for all accumulated and uncompensated sick leave available to that Employee at time of layoff or leave.
4. Absence for a fraction of a day, when such absence is chargeable to sick leave in accordance with this Article, shall be charged in whole hours only.
5. Sick leave, when used, shall be consumed on the basis of one (1) hour of sick leave for each hour of work missed.
6. The maximum accumulation of sick leave hours shall be four thousand one hundred thirty-four (4,134) hours.
7. As an incentive not to use sick leave the following plan shall be adopted:
  - No sick days used in the fiscal year .....\$500.00
  - One (1) sick day used in the prior fiscal year.....\$400.00
  - Two (2) sick days used in the prior fiscal year.....\$300.00
  - Payment for this plan shall be made in the first pay in January by separate check.

8. While an Employee is on sick leave, all benefits and service time shall continue, as provided for in this Agreement. However, if an Employee is on borrowed sick leave and resigns their position or is terminated by the Employer all benefits and service time accrued during the period of borrowed sick leave shall be forfeited and/or repaid to the Employer by the Employee. If an Employee retires or expires before returning to work, the Employee will not be required to repay benefits or accrued service time.
9. An Employee using sick leave shall report off to dispatch as soon as possible prior to the start of their shift.
10. An Employee absent for more than three (3) consecutive work days may be required to have a doctor's statement upon their return to work. A physical examination by a physician approved by the Employer may be required after an extended period of absence. This examination shall be at no cost to the Employee.
11.
  - a) In the event an Employee exhausts his or her sick leave or does not have available sick leave accumulated to cover the period of his or her absence, he or she may "borrow" sick leave from one or more other Employees. "Borrowed" sick leave shall be given and repaid at a one for one basis regardless of rank. Should this Section be exercised, the Employee(s) involved shall execute an appropriate written document detailing the agreement as to the number of hours given by each Employee and the schedule of payments.
  - b) Written notice shall be forwarded to the Finance Director noting:
    - 1) The Employee(s) "lending" the time;
    - 2) The number of whole hours each Employee is lending and;
    - 3) The Employee "borrowing" the time.
  - c) The Employee "lending" time:
    - 1) Shall have the number of whole hours deducted from his or her total accumulation as of that date and;
    - 2) Shall have his or her maximum accumulation of sick hours set at the maximum number of hours as provided for in this Agreement minus the

number of hours "loaned" to the Employee. (E.g., an Employee has 2000 hours of accumulated sick leave. He lends 120 hours to another Employee. He now has 1880 hours of sick time and shall only be able to accumulate 4014 hours until the requirements of Section 11(d), below, are met).

- d) The Employee lending time shall have his or her maximum accumulation frozen at that number as calculated in Section 11(c)(2), above, until such time as:
- 1) The Employee who borrowed the time returns to work and begins to repay the time as set forth in Section 11(a), above, or;
  - 2) The Employee who borrowed the time leaves the employment of the Employer, at which time said Employee who loaned the sick leave shall begin to re-earn sick leave in accordance with this Article. Each Employee's maximum accumulation shall remain frozen until the amount loaned has been re-earned. Then and only then shall the loaning Employees once again be allowed to accumulate sick leave to the maximum allowed in this Agreement.

#### **ARTICLE 28 MEDICAL, HEALTH AND LIFE INSURANCE**

1. During the term of this Agreement, the Employer will offer to the Employees a hospitalization plan substantially similar to that in effect upon execution of this Agreement. Currently, the Employer network is provided by GWH-CIGNA PPO. The Union will be provided a minimum of thirty (30) days written notice prior to any change in network providers.
2. Annual Employee deductibles will be as follows:
  - Per covered person – \$250.00 for in network services; \$500.00 for out of network services.
  - Per covered family unit – \$500.00 for in network services; \$1,000.00 for out of network services.
  - Effective September 1, 2012, Summa Barberton Hospital and facility providers will be considered "out of network."
3. There will be a \$5.00 co-pay for the purchase of generic drugs, a \$20.00 co-pay for the purchase of brand formulary drugs and a \$35.00 co-pay for non-formulary maintenance drugs. Employees must use mail order services for prescription orders in excess of 30 days' supply. There will be a \$125.00 co-pay for all emergency room visits.

4. Coverage will continue to be provided for prescribed occupational therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all occupational therapy visits.
5. Coverage will continue to be provided for prescribed speech therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all speech therapy visits.
6. Coverage will continue to be provided for prescribed physical therapy, but only up to a maximum of 20 annual visits. There will be a \$10.00 co-pay for all physical therapy visits.
7. If the cost of self-insuring or insuring the hospitalization plan, as measured by the monthly COBRA rate for family coverage, increases more than 10% in any one year as of or after October 1, 2008, this Agreement will be re-opened for the limited purpose of negotiating the medical and health insurance benefits set forth in this Article, including but not limited to alternative coverage and/or employee unit cost contribution participation which reduces the Employer's cost of providing benefits to the prior year's level. For the purposes of this Section only, the parties will consider the October 1, 2008 monthly COBRA rate for family coverage to be \$1,625.00.
8. The Employer shall provide coverage for the dependents of Employees. Benefits and eligibility for Employees and dependents are subject to any restrictions imposed by the insurance provider.
9. The Employer shall provide life insurance coverage in the amount of fifty thousand dollars (\$50,000.00) for each Employee at no cost to the Employee.

**ARTICLE 29  
SAFETY AND HEALTH**

1. Clothing and Equipment.
  - a) The Employer shall furnish and maintain at no cost to the Employee all respirator apparatus, gloves, helmets, protective clothing and other protective equipment necessary to reasonably protect and preserve the health and safety of Employees.

- b) All fire-fighting helmets and liners, turnout coats, boots, hoods, bunker pants, gloves, and self-contained breathing apparatus (SCBA) shall meet the existing standards that provide the proper level of Employee protection according to NFPA Standards.
  - c) Employees who have been trained and certified by the manufacturer or applicable Federal Agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus. In the alternative, maintenance and repairs will be performed by qualified outside contractors.
  - d) Employer equipment and materials assigned to an Employee shall be used with care and economy, and shall be used only for Employer purposes. Employer vehicles shall be used only for City business. Wanton wastage or misuse of Employer resources shall constitute cause for disciplinary action.
  - e) The Employer agrees to maintain safe working conditions, facilities, vehicles and equipment required to safely carry out the duties of each Employee. Employees are responsible for immediately reporting unsafe condition or practice to their immediate supervisor, in writing.
  - f) Should conditions still exist after such notification, the Employee shall submit their reports in writing to the Fire Chief for consideration. If said condition remains unchanged, it shall be directed to the grievance procedures as provided by this Agreement.
2. The Employer agrees to incur all reasonable costs for vaccinations, testing, oral medications and/or inoculations deemed necessary by the Employer's Medical Advisor not covered by the Health and Medical Benefits Plan then in effect or by workers' compensation.
3. The Employer shall use its best efforts to rotate Employees in order to provide relief at any alarm which exceeds two (2) hours, and sooner at any alarm which dictates such relief due to extreme weather conditions, provided that adequate personnel are available at the fire station. Said relief period shall not exceed one (1) hour and is to be used for personal needs and to prepare equipment for response to subsequent alarms.
4. a) The Employer shall use its best efforts to dispatch an ambulance to the scene of any fire or emergency scene where four (4) or more Fire Department personnel are required on the scene.

- b) The Employer agrees to provide on each fire engine or tanker an apparatus to provide for the administration of oxygen.
  - c) The Employer agrees to provide on each fire engine or tanker a box containing dressings and bandages necessary to allow employees to treat minor cuts, burns and abrasions when an EMS vehicle and crew are not immediately available.
- 5.
- a) The Employer shall use best efforts to schedule a minimum of two full-time Employees at station no. 1. The Employer may schedule only one Employee at the Clinton or Melody Village Station provided that there are no part-time firefighters available and, if the additional coverage involves the Clinton Station, assurances have been obtained that there are no Clinton firefighters available.
  - b) In the event the above minimum manning requirements cannot be achieved, a minimum of: (a) one (1) part-time firefighter/EMT with the full two hundred forty (240) hours fire training or; (b) two (2) part-time firefighter/EMTs with a minimum of thirty-six (36) hours of basic fire training shall be substituted for a full-time firefighter.
  - c) In the event the minimum staffing specified in 5.a) cannot be achieved through offering of overtime as specified in Article 18 or by current shift fill procedures for part time personnel, then the Minimum Manning may be accomplished using Mandatory Overtime as outlined in Article 18, Sections 6(H) and (I).
  - d) In the event funds for minimum manning are not available, this matter shall be referred to the Labor-Management committee for discussion.

### **ARTICLE 30 STANDBY TIME**

When, because of extreme weather, emergency or other unusual circumstance, it is deemed necessary by the Fire Chief or his subordinate acting in that capacity to have additional personnel on duty at the Fire Department and said duty time will be greater than four (4) hours,

the additional personnel shall be called in following the procedures specified in Article 18, Section 6, Overtime. In order to provide for adequate staffing under this article, Mandatory Overtime may be required.

### **ARTICLE 31 EDUCATION**

1. Requests for training and the number of sessions attended shall be approved at the discretion of the Fire Chief and the Mayor and shall not be unreasonably denied.
2. Employees shall be granted leave with pay to attend educational conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve, maintain or upgrade his or her certification, skill and professional ability as covered in this Article, subject to Section 1.
3. The Employee agrees to provide funds to support the cost of training expenses for the following:
  - a) Textbooks;
  - b) Tuition;
  - c) Mileage at a rate established by the Internal Revenue Service for personal vehicle used outside the City;
  - d) Lodging at a rate approved by the Employer;
  - e) Meals at the actual cost of food and non-alcoholic beverages to a maximum of fifty dollars (\$50.00) dollars per day if meals are not provided as part of the education program. All meal costs are to be receipted.
4. Cash advances shall be available for work-related travel expenses. Such expenses shall be estimated by the Fire Chief and presented to the Mayor. If the estimate is accepted, the Mayor will approve an amount which reflects ten percent less than the total estimate. The Finance Director shall issue a check to the Employee attending the training course for the approved amount. Within three (3) days upon return from the training course, the Employee will present an expense report and substantiating receipts to the Fire Chief. If the expense report indicates a balance owed to the Employee, the Finance Director will issue it during the next regular pay period. If the expense report indicates a balance owed to the Employer, the Employee will reimburse same by

personal check or cash. The Employer reserves the right to deduct any amount owed to the Employer by the Employee from his/her regular paycheck.

## II. JOB-RELATED COLLEGE EDUCATION

1. The Employer shall reimburse an Employee, upon completion of a class in which a satisfactory grade of "C" or higher is earned in an approved course of study of Advanced Education, the tuition cost and reasonable services fees for that class. An approved course of study shall be limited to:
  - a) Fire Science and/or Technology
  - b) EMS Science and/or Technology
  - c) Fire Management/Administration
  - d) EMS Management/Administration
  - e) Any additional course of study that is approved in advance by the Mayor.
2. The Employee shall not be paid for parking, books, mileage, lodging, meals or time while engaged in job-related college education.
3. The Employee shall serve the Employer, in his/her current capacity or higher, for one (1) year for every sixteen (16) credit hours of college education provided for under this Article.
4. Should the Employee leave the service of the Employer without fulfilling his or her commitment, the Employee shall repay the Employer for all monies spent by the Employer under Article 31 II on a prorated basis as set forth in Section 3, above. The Finance Director is hereby specifically authorized to withhold, from the Employee's final paycheck, any amounts due to the Employer under this Article.
5. Following the proper chain of command, the Fire Chief and the Mayor shall retain discretion as to which, if any, Employees shall be permitted to seek job related college education under Article 31 II. The Employer shall budget Seven Thousand Seven Hundred dollars (\$7,700) for each fiscal year for the purpose of Educational Reimbursement. Application for reimbursement under this article shall be made between December 1 and midnight, December 31 of each year for the following year

(e.g. applications will be accepted between December 1 and December 31, 2012 for 2013, etc.) on the appropriate form. The application shall specify the maximum dollar amount the employee will be submitting for reimbursement for the balance of the year and the classes the employee proposes to attend. Only those classes required for completion of the approved courses of study listed in Section 1 of this Article are eligible for reimbursement. Of those applications received, the funds shall be encumbered as equally as possible for each respective Employee submitting an eligible application. Funds budgeted and encumbered for reimbursement but not used for reimbursement by July 1 of each respective year shall become unencumbered and may be used for other fire department purposes (e.g.: An Employee applies to take a university course in the spring semester but fails to complete it and does not apply for reimbursement for the course. Those funds that had been encumbered to reimburse that Employee would become "unencumbered" July 1 and would be available to be used elsewhere.) Applications for reimbursement made after the December 31 deadline will be considered only if there are unencumbered funds related to this Article.

#### **ARTICLE 32 TRAINING**

1. The Employer shall provide all training required to maintain certification, both currently required and such certifications as may be required in the future, and for all other training approved by the Employer.
2. An Employee shall be compensated for such training at his overtime rate of pay or one and one-half (1-1/2) hours of compensatory time for each hour of training when said training is not during Employee's regularly scheduled tour of duty.
3. An Employee instructing other members of the Employer's Fire Department at training sessions approved and scheduled by the Fire Chief shall do so at no additional cost.

Said Employee/Instructor teaching a class during his regularly scheduled tour of duty shall receive no premium pay for instruction time.

4. If said Employee/Instructor is teaching class on his day off, he will be compensated at his overtime rate for those hours spent in class and for two (2) hours of preparation time. Additional preparation time may be authorized at the discretion of the Fire Chief.
5. Compensated time, as defined and outlined in Articles 32.1 and 32.2, shall not exceed fifty (50) hours per year for those Employees accumulating continuing education hours for the purpose of EMT-Paramedic recertification.
6. Compensated time, as defined and outlined in Articles 32.1 and 32.2, shall not exceed twenty-four (24) hours per year for those Employees accumulating continuing education hours for the purpose of EMT-Intermediate recertification.
7. Compensated time, as defined and outlined in Articles 32.1 and 32.2, shall not exceed sixteen (16) hours per year for those Employees accumulating continuing education hours for the purpose of EMT-Basic recertification.
8. Compensated time as listed in Articles 32.5, 32.6 and 32.7 shall not exceed sixteen (16) hours a month unless approved by the Employer.
9. The time spent acquiring or maintaining certifications required for recertification (e.g., Advanced Cardiac Life Support (ACLS), Basic Life Support (BLS/CPR), EMT-Paramedic, EMT-Intermediate or EMT-Basic) shall be compensated as outlined in Article 32.2. However, the hours spent in the acquiring or maintaining the mandated certifications shall not be included in the maximum hours allowed in Articles 32.5 through 32.8 inclusive.

### **ARTICLE 33 FAMILY DAY**

Provided that the ability of the Fire Department to render service to the community will not, in the opinion of the Fire Chief, be compromised or require bringing in additional personnel

on overtime, and that the on-duty Employee can be immediately recalled if needed, an Employee, on duty, will be allowed up to two (2) hours off with pay to be with his family on Thanksgiving and Christmas Day. The granting and scheduling of said time will be handled by the Fire Chief or his designated representative at the Chief's discretion. The two (2) hours shall be spent within a ten (10) mile radius of The City of New Franklin. Said granting and/or scheduling of Family Day hours will not be unreasonably withheld. Should the granting of said time result in less than two (2) Employees on duty at either Station, another Employee shall voluntarily cover the Employee observing the Family Day at no cost to the Employer according to the Employer's established practice as to voluntary shift trading between Employees.

#### **ARTICLE 34 SANITATION-MAINTENANCE AND UPKEEP**

The Employer agrees to supply and make available all materials required in the day to day maintenance and upkeep of each fire station. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within each fire station, such as:

1. Elimination of smoke and odors from cooking and living quarters.
2. Control of insects within the living quarters.
3. Providing bath towels and wash cloths.
4. Providing dish towels, dish cloths and dish soap.
5. Providing for cleaning of all linens, towels and cloths.
6. Trash and garbage container liners.

#### **ARTICLE 35 COURT TIME**

1. Any Employee shall be compensated for all duty or performance related time spent attending court in other than his regular shift shall receive his regular hourly rate, or an overtime rate as described in Article 18, if overtime hours are appropriate. This would be if the Employee was required to appear, by subpoena, before a court, judge, justice, magistrate, grand jury or coroner, on fire department business. The Employee shall report back to the Station No. 1 immediately after his court appearance.

2. Such time spent in court shall be evidenced by written statement of the appropriate officer of the court. The hours paid for shall include reasonable travel time to the court, the time actually spent in court and reasonable travel time back to the fire station. Any Employee shall be paid a minimum of three (3) hours for such court appearance, however, if more than one (1) appearance is required in one (1) day, such affected Employee shall not receive another three (3) hour minimum, but shall be paid his normal rate of pay for actual time spent in travel and court proceedings or an overtime rate as described in Article 18, if overtime hours are appropriate.
3. If an Employee uses his own private car to attend court, the Employer shall, upon presentation of a valid parking receipt, reimburse the Employee for parking costs.
4. An Employee required to be available for jury selection shall immediately so notify the Fire Chief and the Human Resources Coordinator, who will then make their best efforts to obtain the release of the Employee from jury duty as an essential Employee.

**ARTICLE 36  
GENERAL LIABILITY AND MALPRACTICE INSURANCE**

1. Liability and malpractice insurance or equivalents, such as self-insurance, insurance pools, etc., will be provided for every Employee by the Employer. Any Employee who is party to any legal action resulting from authorized official Employee business shall be represented by the Employer's Law Director, or other attorney designated by the Law Director, or another attorney designated by the Employer's insurance company. This is not intended to relieve any insurance carrier under the specific policy. The Employer shall hold any such Employees harmless from cost or liability arising out of good faith performance of their official duties, pursuant to ORC § 2744.03. Should the Employer's liability, malpractice insurance be canceled for reasons beyond the control of the Employer, the Employer will make every effort to provide alternate protection. If such

alternate protection cannot be found, the Union and the Employer will meet to discuss the proper course of action to take.

2. The Employer, within thirty (30) days of the signing of this Agreement, shall provide the Union with a copy of the current liability policy as applies to this Section and shall provide the Union a copy of the liability policy as applies to this Section at the time of renewal of that policy or at the change of carriers for that policy.

### **ARTICLE 37 PUBLIC SERVICE**

An Employee who is appointed by the Mayor to fulfill the duties of an appointed, fire department related position, on the local, county or state level, will not suffer loss of pay due to the fulfillment of the reasonable duties of said position.

### **ARTICLE 38 PARKING**

To the extent practical, the Employer agrees to provide parking adjacent to or in close proximity to each fire station for each on-duty Employee.

### **ARTICLE 39 PRINTING AND SUPPLYING AGREEMENT**

This Agreement and any future agreements shall be photocopied and supplied to each Employee by the Employer within thirty (30) calendar days at no cost to the Employee.

### **ARTICLE 40 SAVINGS CLAUSE**

If any clause, sentence, paragraph or part of this Agreement or the application thereof to any person or circumstances, shall for any reason, be adjudged by a court or other tribunal of competent jurisdiction, to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other provisions, person or circumstances but shall be confined in its application to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered

and to the person or circumstances involved. The remainder of this Agreement shall remain in full force and effect for the Agreement term.

**ARTICLE 41  
LENGTH OF AGREEMENT**

This Agreement shall be effective the 1<sup>st</sup> day of September, 2012 and shall remain in full force and effect until the 31<sup>st</sup> day of August, 2015. It shall automatically be renewed thereafter from year to year unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement.

**ARTICLE 42  
ACCUMULATE TIME SELL BACK**

In November of any contract year, an Employee may sell back, to the Employer, at the Employee's regular rate of pay, accumulated compensatory time, holiday time, or unused vacation time up to a total of one hundred forty-four (144) hours. Payment for holidays designated in Article 22, Section 1 received in advance of said payout will not count toward the one hundred forty-four (144) hour limit. The request shall be made in the pay period prior to November 1 on the appropriate form and shall be paid on the first pay in December by separate check.

**ARTICLE 43  
RESIDENCE**

There is no residency requirement for Employees.

**ARTICLE 44  
EXECUTION OF AGREEMENT**

We, the undersigned, hereby agree to this contract between NEW FRANKLIN FIREFIGHTERS NORTH, I.A.F.F., LOCAL 2885, AFL-CIO, CLC and the CITY OF NEW FRANKLIN, SUMMIT COUNTY, OHIO.

FOR THE CITY OF NEW FRANKLIN  
SUMMIT COUNTY, OHIO

FOR THE NEW FRANKLIN  
FIREFIGHTERS  
LOCAL 2885, I.A.F.F., AFL-CIO, CLC

*Justin M. Cooke*

*Cliff A. Hawk*

*[Signature]*

*[Signature]*

*[Signature]*

*James W. [Signature]*

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WITNESSES

WITNESSES

*Diane K. Angler*

*Jami Atifa*

*Jami Atifa*

*Linda Dornier*

Date: 9-3-13

Date: 9-5-13

**MEMORANDUM OF UNDERSTANDING #1**

**(LUMP SUM PAYMENT)**

The City of New Franklin ("Employer") and New Franklin Firefighters, North, IAFF Local 2885, AFL-CIO, CLC ("Union") agree that after execution by the Parties of the replacement Agreement to the one expiring August 31, 2012, provided that it includes this Memorandum, the Employer agrees to pay to each Employee, on July 26, 2013, a lump sum payment of Seven Hundred Fifty Dollars (\$750.00). This payment shall be made on a separate check, minus all deductions required by law.

**MEMORANDUM OF UNDERSTANDING #2**

**(INJURY LEAVE)**

Employer agrees to form a committee of Department Heads (or their designee) from Fire Department, Police Department and Service Department; the HR Coordinator; and one bargaining unit employee each from Fire Department, Police Department and Service Department to address injury leave. The Committee shall prepare a document that reflects the status quo regarding the Employer's payment of injury leave in the event of work-related injury or illness. The Committee shall consult the Employer's BWC representative for assistance and explanation of BWC procedures.

Once the completed document is approved by all bargaining units, the document will replace Art. 26, Injury Leave.