



13-MED-09-1208
1296-01
K30850
06/19/2014



A

Labor contract between

the Painesville Township Board of Trustees and the International

Association of Fire Fighters (I.A.F.F.) Local 3411

Effective January 1, 2014 to December 31st, 2016



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ARTICLE 1. PREAMBLE

This Agreement is made and entered into by and between the Township of Painesville, Ohio (hereinafter referred to as the “Township”), and the International Association of Firefighters Local 3411 of (hereinafter referred to as the “Union”).

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Township and the Union; to provide for equitable and peaceful adjustment of differences which may arise and to establish proper standards of wages, hours and other terms and conditions of employment.

It is understood that to effect and/or implement this Agreement requires enabling legislation by the Township Trustees, and both parties by signing this Agreement signify their intent to recommend such legislation.

ARTICLE 2. RECOGNITION

The Township recognizes the International Association of Firefighters Local 3411 as the exclusive bargaining agent for all Employees in the bargaining unit hereinafter described:

0 to 12 months	Firefighter 3 rd Class (Probationary)
12 to 24 months	Firefighter 2 nd Class
24 months and above	Firefighter 1 st Class
	Lieutenant

The bargaining unit shall consist of all regular full-time Employees, excluding part-time, seasonal and temporary Employees. Members of the bargaining unit shall hereinafter be referred to as Employees.

ARTICLE 3. GENDER

Whenever a male gender is used in this Agreement, it shall be construed to include male and female Employees unless biologically not feasible.

ARTICLE 4. MANAGEMENT RIGHTS

Not by way of limitation of the following paragraph, but to only indicate the type of matters of rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. 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 Employer, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate, or hire Employees;
3. Maintain and improve the efficiency and effectiveness of the Fire Department;
4. Determine the overall methods, process, means, or personnel by which Fire Department operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain Employees;
6. Determine the adequacy of the work force;
7. Effectively manage the work force;
8. Take actions to carry out the mission of the Employer as a governmental unit;
9. Select and locate buildings and other Fire Department facilities;
10. Establish, expand, transfer and/or consolidate work processes and facilities;
11. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes, or work;
12. Terminate or eliminate all of any part of its work or facilities.

ARTICLE 5. RULES AND REGULATIONS

It is understood and agreed that the Employer has the authority to promulgate reasonable work rules, policies, procedures, and directives to regulate the conduct of the Employees whenever possible, and such matters will be reduced in writing and made available to all Employees. Such rules, policies, procedures and directives shall not be inconsistent with this Agreement

ARTICLE 6. DRIVER'S LICENSE

Each Employee shall, as a condition of his employment, have and maintain in good standing, a valid Ohio motor vehicle operator's license, which license shall permit him to operate the equipment of Employer in the performance of his duties. Each Employee must be insurable by the agency which provides accident insurance to the Township.

ARTICLE 7. PROBATIONARY PERIOD

Section 7.1: All newly hired Employees will be required to serve a probationary period of twelve (12) months. During said period, the Employer shall have the sole discretion to discipline or discharge such Employee(s) and any such action shall not be appeal able through any grievance or appeal procedure contained herein. All probationary Employees will be granted sick time as indicated in Article 19 of this Contract.

Section 7.2: All newly promoted Employees will be required to serve a promotional probationary period of three hundred & sixty five (365) days. During such period, the Employer, upon the recommendation of the Fire Chief, shall have the sole discretion to demote such Employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein. Employer will furnish written explanation of the demotion to the Employee.

Section 7.3: If an Employee is discharged or quits while on probation and is later rehired, he shall be considered a new Employee and shall be subject to the provisions of the first paragraph above in this Article.

ARTICLE 8. SENIORITY

Seniority shall be determined by continuous full-time service in the Fire Department calculated from date of hire. Employees with the same employment date shall be ranked on the seniority list in the order of their test scores on the entrance exam.

Continuous service shall be broken only by resignation, discharge, retirement or unpaid leave of absences. No leave of absence shall be in excess of six (6) months. Any Employee granted a leave of absence shall, upon return from leave, be assigned to the same or equivalent position held at the time of the leave. Any Employee returning to work after a leave of absence must be physically able to perform the duties of his position.

ARTICLE 9. PERSONNEL REDUCTION

In case of personnel reduction of full-time Employees, the Employee with the least seniority, by full-time date of hire, shall be laid off first. Employees shall be recalled in order of their seniority. No new full-time Employees shall be hired until all laid-off Employees have been given the opportunity to return to work. Staffing shall be reduced first by part-time Employees until there is a staffing level of two persons per shift. Further reductions will be at the discretion of the Board of Trustees. A minimum thirty (30) day notice of layoff must be given to any full-time Employee.

ARTICLE 10. CONTRACTING OUT

There will be no loss of benefits to Employees for the remainder of this contract if the Township "Contracts Out" services currently handled by the Employees. "Contracts Out" for purposes of this agreement shall refer to private or non-profit third parties, not another public entity.

ARTICLE 11. DISCRIMINATION

The parties agree that neither the Township, the Union nor its officers shall engage in any action or behavior which discriminates on the basis of age, race, creed, color, sex, marital status, national origin, religion, political affiliation, union membership or non-membership, or discriminate in any other manner which violates any federal or state law.

ARTICLE 12. UNION ACTIVITY

There shall be no discrimination, interference, restraint or coercion by the Employer against any Employee for his activity on behalf of or membership in the Union.

The Union shall be allowed reasonable access to the Employer's property for the conducting of Union meetings, provided such access does not interfere with the operation of the Department or the Township. Reasonable notice shall be given to the Fire Chief. Personnel on duty at one station can attend union meetings at the other station with the Fire Chief's approval provided their attendance does not interfere with the operations of the Department and is at no additional expense to the Township.

The Township shall provide a bulletin board in each fire station to be used by the Union to post items of interest to its members.

Only material authorized by the President will be posted. Such information shall not be inflammatory or derogatory to the Township or its Employees or Officials.

ARTICLE 13. DUES CHECKOFF

The Employer agrees to deduct the dues and assessments in an amount certified to be current by the Treasurer of the local Union from the pay of these Employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the Employer to the Treasurer of the local Union.

The Union will provide the Township with a current typed listing of the names of members of the Union who have authorized that monthly dues deductions be made, the amount of monthly dues deductions for each member, and the total monthly deductions for the entire membership. This listing shall be signed and dated by an authorized officer of the Union.

Any member of the bargaining unit who has completed his initial probationary period and is not a member of the Union shall, as a condition of employment, pay a monthly service charge, hereinafter referred to as a "Fair Share Fee". Said fair share fee shall be made to the Union via payroll deduction, and shall not be subject to the Employee's written permission for same.

For the purpose of this Article, the fair share fee shall be ninety percent (90%) of the amount of the Union dues, as certified by the Treasurer of the Union. Any new Employee, who becomes subject to the fair share fee provisions provided in this Agreement, shall be so advised prior to any deductions being made. Said Employee shall also be advised by the Union of the rebate procedure and his right of appeal as provided in ORC 4117.09.

ARTICLE 14. PRINTING AND SUPPLYING

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

ARTICLE 15. LABOR/MANAGEMENT COMMITTEE

LABOR-MANAGEMENT COMMITTEE

15.01 The Employer and the Union agree that certain subjects are not appropriate for the formal negotiations, but may need to be addressed and discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

15.02 The Trustee or his representative and the Chief of Fire, representing the Employer, and not more than three (3) representatives appointed by the Union shall serve on this Committee. Meetings shall be held as requested by either party. Such meetings shall be canceled only upon mutual agreement of both parties.

15.03 The Labor-Management Committee shall not be used to bypass the normal chain of command unless problems are unable to be resolved at the departmental level or have been previously addressed at the departmental level without solution. This committee shall not be used to circumvent the Grievance Procedure.

15.04 The Labor-Management Committee shall also include under its jurisdiction a Health & Safety Committee to address those items deemed appropriate in conjunction with the parameters established for the Labor-Management Committee.

15.05 In the interest of sound labor/management relations, unless mutually agreed otherwise, during the first month of each quarter (January, April, July, October) on a mutually agreeable day and time, the Employer or his designee shall meet with not more than three (3) representatives each of the Union and management to discuss pending problems and to promote a more harmonious labor/management relationship.

15.06 The party requesting the meeting shall furnish a written agenda at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those persons who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.
- B. Notify the Union of changes made by the Employer that affect Bargaining Unit members of the Union.
- C. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- E. To consider and discuss health and safety matters relating to Employees.
- F. Provide an opportunity for the Union to share the views of its membership and/or make suggestions on subjects of interest to its members.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as possible

ARTICLE 16. WORK WEEK

16.01: The regular workweek for Employees, except those individuals required to work a different workweek as assigned by the Fire Chief, shall average 51.4 hours per week over a one (1) year period. All suppression personnel will work a twenty four (24) hour on, forty eight (48) hour off, to average a 51.4-hour workweek.

16.02: If an Employee is assigned to a workweek that averages less than 51.4 hours, either on a temporary or permanent basis, said Employee's compensation and benefits shall not be reduced. This section shall not be construed as a guaranteed minimum or maximum number of hours of work per day or per week that may be required.

16.03: Any Employee who is assigned to a day shift position scheduled for less than 51.4 hours a week will not receive additional compensation until the Employee has worked more than 51.4 hours in one week.

16.04: If any Employee is assigned to a day shift position (forty (40) hour work week) his hourly rate will be adjusted.

16.05: The work week, for those assigned to shifts shall be an average 51.4 hour work week, achieved in the following manner: the work schedule shall consist of thirty-six (36) consecutive twenty-four (24) hour periods during which the Fire Department employees shall be assigned to twenty-four (24) hours on duty and forty-eight (48) hours off duty, herein referred to as a thirty-six (36) day cycle.

16.06: Each twenty-four (24) hours on duty shall be designated as a twenty-four (24) hour tour of duty. Of this thirty-six (36) day cycle, one (1) duty day shall be designated as a Kelly Day. A Kelly Day shall be defined as one (1) 24 hour tour of duty off, this time will be considered paid time off.

16.07: Whenever possible, at least two (2) shifts notice shall be given in the event that a regular full-time employee covered by this Agreement is to receive a regular transfer from one shift to another shift.

ARTICLE 17. HOLIDAYS

17.01: All Fire Department employees assigned to a forty hour work week shall receive their regular compensation for the following holidays or parts thereof:

January 1 st	-	New Years Day
Third Monday in January	-	Martin Luther King Day
Third Monday in February	-	Washington-Lincoln Day
One-half Day	-	Good Friday
Last Monday in May	-	Memorial Day
July Fourth	-	Independence Day
First Monday in September	-	Labor Day
Second Monday in October	-	Columbus Day
November 11	-	Veterans Day
Fourth Thursday in November		Thanksgiving Day
Fourth Friday in November	-	Thanksgiving Friday
One-half Day	-	Christmas Eve
December 25	-	Christmas Day
One-half Day	-	New Year's Eve

17.02: In lieu of the above designated holiday days, the employee working 51.4 hours per week will be entitled to one hundred sixty-eight (168) holiday hours. These holiday hours must be taken in twenty-four (24) hour increments. Holiday hours must be used in the year they were awarded; there will be no carryover of holiday time. This holiday time will be scheduled according to the department policy and procedure.

17.03: Employees assigned to a 51.4 hour per week work week, regularly scheduled to work on Christmas Day, Thanksgiving, and July 4th shall receive an additional 1/2 time pay rate for that holiday worked (there will be no duplication or pyramiding of overtime). Regularly scheduled shall in this context mean the employee scheduled to come in at 7:00 a.m. on that specific day. Said payment of the 1/2 pay shall be for the entire twenty-four hour period. Any employee granted the use of Compensatory Time off will not receive and additional 1/2 time pay rate for those hours. The extra time can be taken as 8 hours of OT or 12 hours of comp-time or any combination of OT or C/T

17.04: Any employee called in for off shift overtime on Christmas, Thanksgiving, or July 4th, shall receive any additional 24 hours added to his Comp time bank. This will be in addition to his time and a half rate for the overtime.

ARTICLE 18. VACATION

Section 18.1: All Employees who have completed one year of continuous employment and successfully completed their probationary period shall be eligible for vacation leave paid at the regular base rate on the basis of time earned in accordance with the following schedule:

- | | | | |
|----|----------------------------|---|-----------------------|
| a. | level 1 completed 1 year | | 120 hours (5 shifts) |
| b. | level 2 completed 5 years | - | 168 hours (7 shifts) |
| c. | level 3 completed 10 years | - | 216 hours (9 shifts) |
| d. | level 4 completed 15 years | - | 264 hours (11 shifts) |
| e. | level 5 completed 20 years | - | 312 hours (13 shifts) |

Section 18.2: Vacation is to be picked by seniority in the latter part of the current year. A policy will be in place defining how and when vacation sign up takes place. Vacation will be taken in twenty four (24) hour increments.

Section 18.3: The additional vacation earned will be awarded on the anniversary date of the appropriate completed years to be used after that anniversary date.

Section 18.4: Carry over vacation hours may be accumulated up to 168 hours (7 shifts) and carried over year to year. Employees must make notification in writing to the Fire Chief to carry over vacation, not to exceed 168 hours (7 shifts).

ARTICLE 19. SICK LEAVE

Section 19.1: Sick leave will accumulate on the basis of 4.6 hours of sick leave for every eighty (80) hours of service, or 6.1 hours for every one hundred and twelve (112) hours excluding overtime, retroactive from date of hire.

Section 19.2: Employees eligible for sick leave shall be entitled to accrue unused sick leave from year to year. Upon termination, retirement or death, an Employee shall be paid the value of his accrued but unused sick leave at his rate of pay upon termination, retirement or death. Not to exceed the value of 1/3 of accrued but unused sick leave, up to as max of 960 hours paid out, consistent with the Painesville Township Employees Handbook.

Section 19.3: Verification from a medical doctor will be required for sick leave of three shifts or longer.

Section 19.4: Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 19.5: In the event of a "line of duty" death to an Employee, the Employee's estate shall be entitled to payment of accrued sick leave as indicated in section 19.2. Payment shall be made within sixty (60) days of "line of duty" death after Township has received a copy of the appropriate estate documentation.

Section 19.6: All new Employees shall begin their employment with one hundred and fifty six (156) hours of accrued sick leave. They will begin to accumulate additional sick hours, as detailed in section 19.1, after fifty-three (53) calendar weeks of employment.

ARTICLE 20. PERSONAL TIME

Section 20.01: Each Employee that has been employed by the township for more than one (1) year shall be entitled to use forty eight (48) hours of personal time per year. Time is to be taken in not less than four (4) hour increments. The second 24 hours will be deducted from the employees' sick time balance. Personal time counts as time worked for the purposes of overtime calculation.

ARTICLE 21. PHYSICALS

Section 21.01: Commencing January 1, 2005, each Employee shall have a yearly physical at the expense of the Township. The exam will consist of no less than basic blood work (SMA 60), lipid profile, 12 lead EKG with interpretation by a Board Certified Cardiologist, hearing test, visual exam, TB test, Baseline chest X-ray (then as needed; determined by a physician). An annual Pulmonary Function Test is to be coordinated with the OSHA required respirator questionnaire and fit testing.

Section 21.02: Upon reaching the age of 35, a cardiac stress test will be administered every three years. Upon reaching the age of 40 a PSA will added to the blood work, and each year thereafter. At the age of 50 a colonoscopy will be administered, then at intervals determined by the physician. A colonoscopy may be administered prior to reaching the age of 50 if there is a family history, or the physician determines the need. Employer and Employees shall agree upon a physician to administer the exam.

Section 21.03: The Employer will receive "Fit" or "Unfit for duty" results from the physician. The employee shall receive all of the exam results. If the result is "Unfit for duty," the employee shall disclose the reason as to why the physician declared them as such. At which time the employee will have a reasonable amount of time as defined by the physician to rehabilitate himself. If at the end of the rehabilitation period, the Employee again fails a physical examination, he may be subject to termination.

ARTICLE 22. EMERGENCY RESPONSE

An off-duty Employee shall be considered to be acting in the line of duty when he responds to any situation within the Township of Painesville requiring that he render assistance as a Firefighter or Emergency Medical Technician.

ARTICLE 23. LINE OF DUTY INJURY

Section 23.1: When an Employee is injured in the line of duty while actually working for the Employer, he shall be eligible for paid leave, not to exceed one hundred eighty (180) calendar days from the injury date, provided that he files for Workers Compensation and signs a waiver assigning to the Employer those sums of money he would ordinarily receive as weekly compensation as determined by law for that number of weeks he receives benefits under this Article. Such leave shall commence after the Employee utilizes his sick leave for the first two (2) twenty four (24) hour tours of duty for Employees who regularly work an average work week of 51.4 hours. Sick leave will be reimbursed to the extent of the Workers' Compensation benefits received by the Employee.

Section 23.2: If at the end of the one hundred eighty (180) day calendar period the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended upon a formal review. During the period of injury leave, the Employee shall retain all privileges of seniority, time in grade and position relative to promotional opportunities.

Section 23.3: The Employer shall have the right to require the Employee to have a physical exam by a physician appointed and paid by the Employer, resulting in the physician's certification that the Employee is unable to return to work due to the injury as a condition precedent to the Employee receiving benefits under this Article. The designated physician's opinion shall govern whether the Employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

ARTICLE 24. INSURANCE

Section 24.1: Health care coverage shall be equal to the Health Care Plan provided for all Township Employees.

Section 24.2: Employees who decide they will not be covered under the health care plans offered by the Employer shall receive an annual payment of \$1,200.00 as reimbursement for medical expenses that have not been covered by the health care plan under which the Employee is covered. The Employee must sign a form by January 8th waiving all rights to coverage under all of the plans for health care offered by the Employer. Employee must also provide proof of health coverage under a different plan. New Employees who decide they do not want coverage under the Employer's health care plan must sign the waiver at the time of hire and their payment will be pro-rated over the remainder of the calendar year. Annual payment is to be made the first pay in February. Payment for new Employees will be made in their second month of employment. New waiver forms must be signed annually in order to receive payment. Any Employee who has waived insurance coverage and later wants to come under the Employer's health care plans must reimburse the Employer the monthly pro-rated amount for the remainder of the year.

Section 24.3: With regard to employees who respond to emergency medical and hazardous materials incidents, the Township agrees to reimburse employees for any out of pocket expense incurred for blood testing and related immediate treatment necessary to determine if an infectious disease has been contracted which are not covered by any other source such as Workers Compensation and/or health insurance.

Section 24.4: The Township agrees to carry malpractice insurance.

ARTICLE 25. COURT LEAVE

The Employer shall grant leave with pay to an Employee for the period of time he is required to appear before a court, judge, justice, magistrate or coroner as a plaintiff, defendant or witness, provided that such appearance is required as part of the Employee's duties as a Township Employee.

ARTICLE 26. JURY DUTY

When an Employee is on jury duty, the Employee shall receive his regular rate of pay during his leave, minus any funds received for jury duty.

ARTICLE 27. COMPASSIONATE LEAVE

Article 27.01: One 24 hour shift of paid bereavement leave is permitted due to the death of an immediate family member. Immediate family member(s) shall be defined as: spouse, child, parents, siblings, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Article 27.02: In the event of the death of any other family member within one level of consanguinity (first cousin or closer) related by blood or marriage (including step-relations), one 24 hour shift may be taken and charged against the employee's accumulated sick leave.

Article 27.03: Additional time maybe authorized under extenuating circumstances with the approval of the Fire Chief. This time will be charged against the employee's accumulated sick leave.

Article 27.04: All employees seeking bereavement leave must notify the Fire Chief and provide appropriate documentation upon request.

ARTICLE 28. TRADE OF TIME

Trade of time shall be allowed as long as it does not interfere with the normal operation of the Department, using forms issued by the Department.

ARTICLE 29. SALARY

Section 29.1: The following rates of pay shall become effective on the first full pay period on the next respective year of the years indicated: Overtime based on a 51.4-hour workweek.

		2014 0%	2015 1.5%	2016 2.0%			
Title		Salary based on 56hr work week. (2912)			<i>OT rate based on 51.4 hr work week + stipend (2672)</i>		
Firefighter 3 rd Class	Starting pay	\$43,883.84 Hr. \$15.07	\$44,553.60 Hr. \$15.30	\$45,444.67 Hr. \$15.61	2014 \$26.88	2015 27.28	2016 27.82
Firefighter 2 nd Class	1 year	\$56,696.64 Hr. \$19.47	\$57,541.12 Hr. \$19.76	\$58,691.94 Hr. \$21.15	2014 \$34.07	2015 34.58	2016 35.27
Firefighter 1 st Class	2 year	\$62,142.08 Hr. \$21.34	\$63,074.21 Hr. \$21.66	\$64,335.69 Hr. \$22.09	2014 \$37.13	2015 \$37.65	2016 \$38.36
Lieutenant		\$68,977.71* Hr. \$23.69	\$70,012.38 Hr. \$24.04	\$71,412.63 Hr. \$24.52	2014 \$40.96	2015 \$41.55	2016 \$42.33

*Created at least a 10% pay difference between ranks

Section 29.2: As permitted by the Internal Revenue Service (IRS) and The Police and Firemen’s Disability and Pension Fund (PFDPF), the Township agrees to implement the “salary reduction” method for pension “pick up”. The Employees’ gross pay will be reduced by the Employees contribution rate, which amount will be forwarded to PFDPF. Any other deductions will then be made from the reduced salary for that period. The reduced salary shall be the income reported on the Employees’ W-2 form. This method of pension pick up will be implemented when the Township has the documentation filed with and approved by the PFDPF and the IRS.

“Section 29.3: Each member of the bargaining unit shall be awarded a \$12,000 signing bonus for accepting the collective bargaining agreement. The bonus will be paid out in a \$4000.00 payment as a separate check in January of each year. Employee may elect to have some or all of the bonus deposited in their Ohio Deferred Compensation (ODC) account and/or may defer the allowable amount into their Healthcare Saving’s Account (HSA), the provisions required by deferment into ODC or HSA may require additional time to put into effect . The bonus amount will be reported on the employees W-2. Employees who leave service will be prorated on a quarterly basis with funds being held back from their final check as needed. “

ARTICLE 30. WORKING OUT OF CLASS PAY

In the event the shift Lieutenant is off duty for the shift, the senior firefighter is to take on the responsibility of Acting Officer until his return, and the Acting Officer shall receive an additional \$20.00 for that shift only. In the event the Fire Chief is out of service and unavailable on a shift, the shift Lieutenant is to take on the responsibilities until his return, the Lieutenant is to receive an additional \$20.00 for that shift.

ARTICLE 31. OVERTIME

Section 31.1: Employees shall be compensated at the rate consistent with Article 29.1 for all hours actually worked in excess of their normally scheduled hours in a given fourteen (14) day period worked. “Hours actually worked” shall include all hours worked, including holiday time, Kelly time, vacation time, personal time, and education time (if not on duty) for classes necessary to maintain certification as an EMT or Paramedic. “Hours worked” shall not include sick time.

Section 31.2: Overtime will be filled in accordance with Overtime S.O.P.

ARTICLE 31A. Compensatory Time

31A.1: Employees, solely at their option shall be permitted to elect to be credited with compensatory time at the rate of one and one half hours for each hour of overtime worked, in lieu of accepting cash compensation for overtime hours actually worked.

31A.2: Employees may accrue compensatory time not to exceed 96 hours annually. Employees may elect to cash out or roll over accrued compensatory time not to exceed 96 hours. All compensatory time earned in excess of 96 hours shall be paid as overtime and not be accruable.

31A.3: Sick time does not count as hours worked when determining comp time accrual at the rate of one and one half hours for each hour of overtime worked. Those hours earned would be accrued at straight time (1 for 1). Once those hours have been met, accrual reverts back to section 31A.1

31A.4: Comp time can be taken under the following situation:

31A.4.1: Staffing levels are adequate

31A.4.2: Scheduled and approved by the Fire Chief

31A.4.3: Comp time may be taken when the situation does create overtime if the employee agrees to an 11/2 deduction from their comp time bank, strictly the employee's choice.

31A.4.4: Any employee may attempt to get part time coverage in order to take comp-time

31A.5: Requests for time off may be made in advance as to allow for part-time coverage to be assigned. As long as an extra part-time position can be assigned (funding limits) the request for time off will be accepted.

31A.6: Advance requests must be made before the 14th of each month to allow for the part-time staff to cover the shift for the following month. Requests will be filled in the order they are received, first come, first served.

31A.7: Last minute requests may be made and will be honored if the shift manning allows. If in the event someone has a comp day scheduled and at the last minute a request for a personal day is made, overtime can be used to cover the personal day. The use of sick time (full or part-time) and personal time will not affect a scheduled comp time request

31A.8: Comp time may be cashed out using the department supplied form. Cash out is not to exceed 24 hrs. per pay period.

ARTICLE 32. UNIFORMS

Section 32.1: Uniforms shall be provided by the employer in accordance with the Uniform S.O.G .and a “quartermaster system”. Uniforms or issued equipment will be replaced as needed by the employer at the discretion of the employer.

Section 32.2: Disputes will be brought before the “labor / management” committee for resolution

Section 32.2: Each employee is entitled to be reimbursed up to \$150.00 annually for purchases from the approved optional uniforms or equipment list. Such reimbursement may be made throughout the year. Receipts must be provided for reimbursement.

ARTICLE 33. PROMOTIONS

Section 33.01: A joint committee shall determine the method of testing for promotions. This committee will consist of two members of each rank appointed by the Union and two members of each rank appointed by the employer, a member of the Board of Trustee’s or their designee and the Fire Chief, who will serve as chairperson

Section 33.02: The written exam will count for 50% of the final score, the oral or assessment center will count for 40% of the final score and seniority points will max at 10% of the final score.

Section 33.03: The written testing will be conducted by an outside firm selected by the Fire Chief.

Section 33.04: Employee with the highest overall passing test score will be offered the promotion. Test scores will be effective for two year from the date of posting.

Section 33.05: Employees must have two years' experience as a first class firefighter to be eligible to take the promotional exam. Seniority points will granted at a rate of half a percent (1/2 %) for every year of full time employment to a maximum of 10 %, Seniority points will be awarded only after receiving a passing grade on the written exam

Section 33.06: A passing grade will be established by the committee.

ARTICLE 34. TUITION REIMBURSEMENT

Section 34.1: The Township will reimburse all Employees fifty percent (50%) for fees and tuition upon the successful completion of courses related to the fire service area and for all courses necessary to complete degrees in fire service areas. Prior authorization for any courses shall be obtained from the Fire Chief.

Section 34.2: In order for the Employee to be reimbursed, the Employee must successfully complete the course and remain actively employed for three (3) years from the completion of the course. Failure to remain employed for the three (3) year period shall require the Employee to reimburse the Township for the full amount of any fees and/or tuition paid by the Township. If necessary, the Township may deduct any reimbursement under this provision from the Employee's final paycheck.

ARTICLE 35. RESIDENCY

There is no residency requirement.

ARTICLE 36. DISCIPLINARY PROCEDURE

Section 36.1: The Fire Chief may, in his discretion, suspend from duty or reduce in rank, any member or Employee of the Fire Department for any violation of Fire Department rules and regulations, for any

insubordination, or any other just cause. He shall report such suspension or reduction to the Board of Township Trustees.

Section 36.2: An Employee may receive a verbal or written reprimand for any alleged misconduct, caused by either commission or omission, but such Employee may submit a written statement to the Fire Chief, when the Employee believes that the reprimand is unjustified and the statement shall be placed in the Employee's personnel file.

Section 36.3: Within ten (10) days after the Chief has filed his written report with the Board of Township Trustees, an Employee who has been the recipient of disciplinary action may file a written request for hearing before the Board of Township Trustees. The same shall be granted if timely filed. The hearing shall be held promptly thereafter. Upon completion of the hearing, the Board of Township Trustees may take such action, as they, in their sole discretion, deem necessary and proper.

Section 36.4: Not less than twenty four (24) hours prior to the scheduled conference, the Employer will provide the Employee with a written outline of the charges that form the basis for the possible disciplinary action. The Employee must either: (1) appear at the conference to present an oral or written statement in his defense; (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the Employee; or (3) elect, in writing to waive the opportunity to have a disciplinary conference.

Section 36.5: At the disciplinary conference the Board of Township Trustees shall ask the Employee or his representative to respond to the allegations of misconduct previously outlined to the Employee.

Section 36.6: The Employee or his representative shall be permitted to confront and cross-examine witnesses. The Board of Township Trustees shall make a determination as to whether or not the alleged misconduct occurred, and take such action as they, in their sole discretion, deem necessary and proper. A decision of the Board of Township Trustees shall be communicated to the Employee within twenty-four (24) hours after its submission to the Fire Chief.

Section 36.7: Any Employee who is suspended or reduced in rank may appeal such decision under the grievance procedure provided by Article 37 of this agreement.

Section 36.8: Any Employee, who is being reprimanded and/or disciplined, whether it is verbal or written, is entitled to union representation at his request.

ARTICLE 37. GRIEVANCE PROCEDURE

Section 37.1: Definition

A grievance shall be defined as, and limited to, a statement by an Employee covered hereby of his belief that there has been a violation of an express provision of this Agreement and that by reason of such violation his rights have been adversely affected.

For this procedure, a day shall mean calendar days excluding Saturdays, Sundays or Holidays celebrated by the Employer.

Section 37.2: Grievance Procedure

When an Employee believes that there has been a violation of an express provision of this Agreement and that by reason of such violation his rights have been affected, the Employee must follow the procedure set forth below in presenting the grievance for a determination of its merits. An Employee who believes he has a grievance shall discuss the grievance with his officer of the next highest rank within five (5) days of its occurrence or the Employee's knowledge of its occurrence not to exceed ten (10) days from the date of occurrence. If a decision is reached, the aggrieved Employee and the reviewing officer will certify in writing on the official grievance form furnished by the Township the fact that a meeting was held, and the date said meeting was held. Following the discussion with the reviewing officer, if the Employee believes he has a grievance, he shall submit it in writing to the next highest rank on the official grievance form provided by the Township. The Officer shall, with the approval of the Fire Chief, determine the appropriate step level for the initial processing of the grievance.

Such assignment shall be accomplished in not over five (5) days. The assigned step level will be indicated by the officer on the grievance form. The grievance steps are as follows:

Step 1: Within five (5) days after the Lieutenant receives such grievance, he shall render his decision in writing to the aggrieved Employee, his Union representative, if represented, and the Fire Chief. If no agreement is reached with the decision of the Lieutenant, the grievance shall be submitted in writing to the Fire Chief by the aggrieved Employee or his Union representative, if represented, within five (5) days of receipt of the written decision by the Lieutenant.

Step 2: Within five (5) days after the Fire Chief receives such grievance, he shall render his decision in writing to the aggrieved Employee, and his Union representative, if represented. If no agreement is reached with the decision of the Fire Chief, the grievance shall be submitted in writing to the Board of Trustees, by the aggrieved Employee or his Union representative, if represented, within five (5) days of receipt of the written decision by the Fire Chief.

Step 3: Within ten (10) days after the Township Trustees receive the grievance, they or their designee shall meet with the grievant, his Union representative, if represented, the Fire Chief and the Township Administrator. The Trustees or their designee shall render a decision in writing to the grievant and Union representative, if represented.

If the Union is not satisfied with the decision of the Board of Trustees, the Union may appeal the grievance to arbitration by notifying the Board of Trustees in writing within ten (10) days of receipt of the decision of the Board of Trustees. Arbitration of the grievance shall be in accordance with the procedures set forth below in Section 37.3.

Section 37.3:

- a. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Township, then within (10) days after the rendering of the decision at Step 3 or a timely default by the Township at Step 3, the Union may submit the grievance to arbitration. Within a ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the panel created by this procedure. The names of the arbitrators shall be provided by the Federal Mediation and Conciliation Service and shall contain no less than five (5), nor more than nine (9) names. If such agreement is not reached, then the panel member's names will be stricken alternately, with the Union striking the first name, until one name remains who shall be designated the arbitrator to hear the grievance in question.

- b. The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.
- c. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by mutual written agreement of the parties.
- d. The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.
- e. The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split between the Union and Painesville Township. 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.
- f. 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.
- g. The Union agrees to indemnify and hold the Township harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedure herein contained.
- h. Every Employee shall have the right to present his grievance free from any interference, coercion, restraint, discrimination, retaliation or reprisal. Nothing in this contract prohibits an Employee from bringing a concern regarding any rules and regulations or policy of the Fire Department to the attention of the Fire Chief for explanation, interpretation or application.

Section 37.4: The Township shall furnish grievance forms which shall be used by both parties. Any grievance beyond Step 1 which is not filed on the appropriate form shall be denied unless the Township has failed to provide sufficient grievance forms in which case a written grievance may be filed on the departmental memo form.

ARTICLE 38. SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 39. APPENDICES AND AMENDMENTS

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

ARTICLE 40. DURATION

This Agreement shall be effective as of the 1st day of January 2013 and shall remain in full force through the 31st of December 2016. It shall be automatically renewed from year to year thereafter, unless either party shall have notified the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement.

ARTICLE 41. CONFORMITY TO LAW

41.01: This Agreement shall be subject to and subordinated to any applicable present and future federal, state and local laws which mandate that such law supersede this agreement. The invalidity or unenforceability of any provision of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

If the enactment of legislation, or a determination by a court of competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision had not been included herein. In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet, if necessary, within thirty (30) days to negotiate a lawful alternative.

41.02: The vacation benefits set forth herein are the only vacation benefits the Employees will receive or may be entitled to, having taken into account the provisions of Ohio Revised Code Section 9.44, Ohio Revised Code Section 124.13, and any similar statute, law or administration section that purports to grant additional vacation service credit for prior service in the Township or any other public entity.

Board of Painesville Township Trustees

International Association of Firefighters Local 3411

By: _____
Chairperson

By: _____
President

Trustee

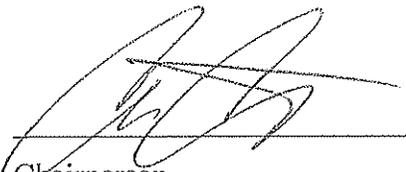
Committee Member

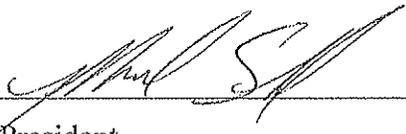
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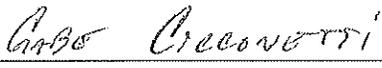
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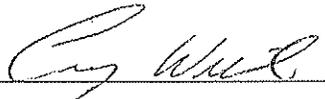
Board of Painesville Township Trustees

International Association of Firefighters Local 3411

By: 
Chairperson

By: 
President


Trustee


Committee Member

Date: 01/07/2014

Date: 1/7/2014