

13-MED-10-1331

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RELATIONS BOARD

AGREEMENT
BETWEEN THE
CITY OF EASTLAKE
AND THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS (IAFF)
LOCAL 2860, AFL-CIO

Case # 13-MED-10-1331

Effective upon ratification
through December 31, 2016

TABLE OF CONTENTS

Page

	Preamble/Purpose	1
Article 1	Recognition	1
Article 2	Management Rights	1
Article 3	Dues Deductions and Fair Share Fees	2
Article 4	No Strike/No Lockout.....	3
Article 5	Non-Discrimination	3
Article 6	Gender & Plural	4
Article 7	Seniority	4
Article 8	Work Rules	4
Article 9	Reduction in Force and Recall.....	5
Article 10	Disciplinary Procedure.....	6
Article 11	Grievance Procedure.....	8
Article 12	Arbitration Procedure.....	10
Article 13	Probationary Procedure.....	11
Article 14	Promotions	12
Article 15	Fire Marshall Assignment.....	13
Article 16	Personnel Files	14
Article 17	Performance Evaluations	14
Article 18	Fitness for Duty.....	14
Article 19	Physical Training	14
Article 20	Hours of Work/Overtime Pay	15
Article 21	Extended Call Backs	16
Article 22	Minimum Manning	16
Article 23	Part-Time Personnel.....	17
Article 24	Salary Schedule.....	17
Article 25	Insurances	18
Article 26	Longevity	19
Article 27	Uniform and Equipment Maintenance Allowance	20
Article 28	Educational Pay	21
Article 29	Working Out of Classification.....	21
Article 30	Union Time/Activity	21
Article 31	Holidays	22
Article 32	Vacations.....	22
Article 33	Sick Leave.....	24
Article 34	Family Medical Leave	27
Article 35	Funeral Leave.....	27
Article 36	Drug/Alcohol Testing	27

TABLE OF CONTENTS

	<u>Page</u>
Article 37	Employee Assistance Program (EAP)28
Article 38	Labor Management Committee29
Article 39	Headings29
Article 40	Conformity to Law.....30
Article 41	Obligation to Negotiate.....30
Article 42	Total Agreement30
Article 43	Mid-Term Bargaining30
Article 44	Duration31
	Signature Page32
	Appendix A, Wage Schedule.....33
	Appendix B, Abolishment/Reduction Standards34
	Side Letter, Standards for Job Abolishment..... 36

PREAMBLE/PURPOSE AND INTENT

Section 1. Parties. This Agreement is hereby entered into by and between the City of Eastlake, Ohio, hereinafter referred to as the "Employer," and the International Association of Fire Fighters, Local 2860, AFL-CIO, hereinafter referred to as the "Union."

Section 2. Purpose/Intent. In an effort to continue harmonious and cooperative relationships with its employees, and to insure the orderly and uninterrupted efficient operations of the government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) to determine the number of persons required to be employed, laid off, or discharged, in accordance with this Agreement; 3) to promote fair and reasonable working conditions; 4) to promote individual efficiency and service to the citizens of the City of Eastlake, Ohio; 5) to avoid interruption or interference with the efficient operation of the Employer's business; and 6) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 1 RECOGNITION

Section 1. Included. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Fire Department occupying the classifications/positions of Fire Fighter, Lieutenant, Fire Marshall, and Battalion Chief.

Section 2. Excluded. All part-time, seasonal, and temporary employees, the Fire Chief, and all other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer, in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Section 2. Not by way of limitation, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

1. hire, discharge, transfer, suspend and discipline employees;
2. determine the qualifications of employees covered by this Agreement;
3. determine the starting and quitting time and the number of hours to be worked by its employees;

4. make any and all rules and regulations;
5. determine the work assignments of its employees;
6. determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement;
7. determine the type of equipment used and the sequence of work processes;
8. determine the making of technological alterations by revising either process or equipment, or both;
9. determine work standards and the quality and quantity of work to be produced;
10. select and locate buildings and other facilities;
11. establish, expand, transfer and/or consolidate work processes and facilities;
12. transfer or subcontract work;
13. 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;
14. terminate or eliminate all or any part of its work or facilities.

ARTICLE 3

DUES DEDUCTIONS AND FAIR SHARE FEES

Section 1. Dues Deduction. The Employer shall deduct Union initiation fees and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deduction.

Section 2. Fair Share Fees. The Employer, as allowed by Ohio Revised Code 4117.09 (c), as a condition of employment, agrees to deduct "fair share" dues from the bargaining unit employees who are not members of the Union organization. The cost assessed to the non-union members must be fair share based upon the amount of dues that is directly related to collective bargaining unit representation, which would include negotiations and grievance or litigation representation.

Section 3. Deduction Timing. The deductions shall be made from the second pay check of each month. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next check, providing the employee will be working during that subsequent pay period.

Section 4. Deduction Lists. The Employer will supply to the Union a list of all employees for whom deductions have been made and it will be transmitted along with the amount of deducted dues to the Union within fifteen (15) days from the date of the deductions.

Section 5. Indemnification. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this article and shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE 4 **NO STRIKE/NO LOCKOUT**

Section 1. No Strike. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage or other concerted interference with, or the withholding of, services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

Section 3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this article.

Section 4. Discipline. It is further agreed that any violation of the above will be automatic and sufficient grounds for immediate discharge or other disciplinary actions determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

Section 5. No Lockout. The Employer agrees that it shall not lock-out any employees during the term of this Agreement.

ARTICLE 5 **NON-DISCRIMINATION**

Section 1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, military status, or disability.

Section 2. Union Membership/Activity. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members. The Employer agrees that there shall be no discrimination, interference, restraint, or coercion against any employee for his lawful activity on behalf of, or membership in, the Union.

ARTICLE 6
GENDER & PLURAL

Section 1. Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 7
SENIORITY

Section 1. Definition.

- A. **Total Seniority.** Total seniority is defined as the length of completed uninterrupted, full-time service from the date of hire as a firefighter with the City of Eastlake Fire Department.
- B. **Classification Seniority.** Classification seniority is defined as the length of continuous, uninterrupted, full-time service in a specific rank (i.e., lieutenant, battalion chief, etc.).

Section 2. Identical Seniority Dates. Should two (2) or more members have the same date of hire/appointment, seniority shall be determined by the member's standing on the civil service appointment list.

Section 3. Leaves of Absence. A member that is on an approved leave of absence, medical or otherwise, shall continue to accrue seniority. A member who is separated from service with reinstatement/recall rights shall have his seniority suspended until such time as he returns.

Section 4. Break in Service. Seniority is broken/interrupted through the following events:

- A. Voluntary Resignation.
- B. Discharge for Cause.
- C. Failure to report to work for three (3) consecutive shifts without notice to the Employer.
- D. Layoff in excess of three (3) years.

ARTICLE 8
WORK RULES

Section 1. The Union agrees that employees shall comply with all Fire Department rules, regulations and procedures.

Section 2. Notice. Except in instances of emergency, at least three (3) days prior to implementation of any new or modification of any existing rule, regulation, policy or procedure which affects members of the bargaining unit, the Employer will notify the Union and meet with the Union to discuss the matter.

Section 3. The Employer recognizes and agrees that no work rules, regulations, policies, or procedures shall be maintained or established that are in violation of any terms or provisions of this Agreement.

Section 4. Copies. The Fire Chief shall supply the Union with copies of general orders or rules affecting the normal operation of the Department.

ARTICLE 9 **REDUCTION IN FORCE & RECALL**

Section 1. It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Eastlake Municipal Civil Service Commission governing work force reductions.

Section 2. Notice. Whenever the Employer determines that a reduction in force (i.e., layoff or job abolishment) is necessary, the Employer shall notify the affected employee(s) in writing at least fourteen (14) calendar days prior to the date of the reduction.

Section 3. Procedure. When the Employer determines that there exists a lack of work, a lack of funds, or that a reorganization in the operations of the Employer is necessary, a reduction in force shall occur. When the Employer determines that a reduction in force is to occur, it shall occur by rank/classification seniority within the affected rank/classification. Seniority is computed in accordance with Article 7, Seniority. The member with the least amount of rank/classification seniority within the affected rank/classification shall be reduced first.

A bargaining unit member residing in a higher rank/classification (e.g., Battalion Chief, Lieutenant, etc.) may displace the member with the least amount of rank/classification seniority residing in a lower rank/classification.

For purposes of defining lack of work and lack of funds and determining the propriety of a reorganization, the parties agree to utilize the definitions and standards set forth in R.C. 124.321, as attached in Appendix B.

Section 4. Recall. A bargaining unit member laid off under this article shall remain on the layoff list for his classification for thirty-six (36) months. When the Employer determines that it wishes to recall employees on layoff, it shall recall from that list in reverse order in which the member was laid off (i.e., most senior recalled first).

Employees shall be given twenty-one (21) calendar days advance notice of recall from the date of mailing and such notice shall be sent to the employee's last address on record. It shall be the responsibility of the employee(s) to keep the Employer advised of their current address and maintain any required licensure or certification required for his position. Employees who refuse recall shall lose all seniority and recall rights. Employees who fail to remain qualified to perform the duties of their position will lose all seniority and recall rights.

ARTICLE 10
DISCIPLINARY PROCEDURE

Section 1. No non-probationary employees shall be reduced in pay or position (including working suspensions), fined, suspended, discharged, or removed except for grounds stated in Section 2 of this article. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action are:

1. Letter of instruction and cautioning.
2. Written reprimand.
3. Suspension without pay, at the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension. Record of suspension will be maintained.
4. Suspension of record (i.e., paper suspension).
5. Demotion.
6. Discharge.

An employee who is given a working suspension (i.e., suspension of record) shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 2. Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, absence without leave, substance abuse, violation of City or department work rules, or any conduct unbecoming a representative of the Employer, or any other acts of misfeasance or malfeasance or nonfeasance, shall be cause for disciplinary action.

Section 3. Progressive Discipline. Except in instances where an employee is charged with a serious offense, discipline will be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

Section 4. Notice of Investigation. An employee under investigation for alleged misconduct, where the underlying facts of the investigation do not carry potential criminal implications, shall be given a written notice stating the specific reason(s) for the investigation, including times, dates, and places where possible within fourteen (14) calendar days of the Employer having knowledge of the event. The written notice shall be served on the employee personally or by registered or certified mail, return receipt requested.

Section 5. Investigatory Interviews. Where an employee is to be interviewed in connection with an internal investigation, he shall be permitted Union representation. The employee shall

also be given twenty-four (24) hours advance notice of the interview and informed of the subject matter prior to the interview beginning.

Unless operational/investigatory needs require otherwise, questioning will be conducted at hours reasonably related to the employee's shift. In the event that the City records the interview, the employee will be provided with a copy of the recording or transcript upon request, provided that such materials constitute a public record under the Ohio Public Records Law. During the course of the interview, if the employee refuses to answer questions and the refusal will form the basis for disciplinary charges, he shall be informed of that fact.

Section 6. Predisciplinary Conference. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary meeting will be scheduled to investigate the matter. The Employer shall notify the employee and the Union in writing of the charges against the employee and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary meeting, to be held within seventy-two (72) hours, between management and the employee.

The employee may be accompanied by a Union steward or officer during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union representative shall be allowed in the disciplinary meeting as an observer only. The employee shall have an opportunity in this meeting to respond orally to the charges prior to discipline being imposed. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this Agreement. An employee who is disciplined may file a grievance in accordance with the grievance procedure herein.

Section 7. Employee Rights. All employees shall have the following rights as part of the disciplinary procedure:

- A. An employee has the right to object by filing a grievance pursuant to the grievance procedure contained herein.
- B. The employee is entitled to Union representation at every step of the procedure.
- C. No employee shall be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his right under this procedure.

Section 8. Administrative Leave. An employee may be placed on administrative leave with pay pending the imposition of discipline. Any employee under indictment or arrested for a felony may be placed on an administrative leave of absence with pay until resolution of the court proceedings. An employee found guilty by trial court may be discharged, and any accrued unused leave will be forfeited to offset the time spent on administrative leave. Where the charges are reduced to a misdemeanor or the employee is found innocent of the charges, the employee may be subject to discipline pursuant to the terms of this article.

- C. Group Grievances. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted to Step 2.
- D. Preparation/Processing During Work Time. The preparation and processing of grievances may be conducted during the working hours of the employee having the grievance, provided such filing does not interfere with the employee's work.
- E. Informal Discussion/Settlement. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F. Representation. The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.
- G. Exclusive Enforcement Mechanism. This procedure shall be the sole and exclusive method for the resolution of disputes and the enforcement of this Agreement.
- H. Time Limits. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievant shall be permitted to process the grievance to the next step within the applicable time limitations. If the grievant/Union fail to appeal a grievance to the next step within the applicable time limitations, the grievance shall be resolved. The time limits specified for either party may be extended only by written mutual agreement.
- I. Limitations of Grievance Procedure. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 4. Procedure. All grievances shall be administered in accordance with the following steps of this grievance procedure:

Step 1. Department Head/Designee. An employee who believes he may have a grievance shall reduce it to writing and present it as a grievance to the Fire Chief/designee, through the chain of command, within five (5) days of the occurrence of the facts giving rise to the grievance. The Fire Chief/designee shall give his answer to the grievant within ten (10) days of the meeting.

Step 2. Mayor/designee. If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Mayor/designee within five (5) days from the date of the rendering of the decision at Step 1. Copies of the written decision shall be submitted with the appeal. The Mayor/designee shall

convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative if he requests one and such other persons deemed necessary by the Mayor/designee. The Mayor/designee shall issue a written decision to the employee with a copy to his representative, if one was present at the hearing, within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the arbitration procedure herein contained.

ARTICLE 12

ARBITRATION PROCEDURE

Section 1. Time Limits. In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration.

Section 2. Selection of the Arbitrator. Within five (5) days of a timely request being submitted, the moving party shall request the American Arbitration Association (AAA) to provide a panel of seven (7) arbitrators from Ohio who are members of the National Academy of Arbitrators. The moving party is responsible for the costs of the requested list.

The parties shall select an arbitrator within ten (10) days of receipt of the list by each party striking unacceptable names from the list and ranking the remaining names in order of preference and returning the list to AAA. The parties agree that each party may reject one (1) list in its entirety. The time limits may be extended at the request of either party for a period not to exceed seven (7) days. In the event that either party rejects a list, or AAA is unable to appoint an arbitrator from the ranked lists, another list shall be supplied. There shall be no automatic appointment from AAA. AAA shall appoint an arbitrator based upon the rankings of the parties. Notwithstanding the above, the parties may mutually agree to the appointment of a specific arbitrator from the roster of AAA arbitrators (National Academy of Arbitrators), and in such case shall notify AAA in writing of said mutual selection. Any charges for an additional list shall be borne by the party rejecting the last list, or split equally if the need for another list is caused by the inability of AAA to appoint due to the rankings of the parties. The selected arbitrator shall schedule the arbitration hearing promptly.

Section 3. Authority of the Arbitrator. 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.

Section 4. Number of Grievances Heard. The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

Section 5. Procedural Rules. The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

Section 6. Fees/Expenses. The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. If, however, the arbitrator renders a split decision, the fees and expenses shall be apportioned by the arbitrator. All other expenses shall be shared equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

Section 7. Decision. 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, subject to appeal as provided for in the Ohio Revised Code.

Section 8. Indemnification. The Union agrees to indemnify and hold the Employer 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 procedures herein contained.

Section 9. Grievance Limitations. No "grievance" outside the definition set forth in Article 11, Section 2(a), will be eligible for arbitration.

ARTICLE 13 **PROBATIONARY PERIOD**

Section 1. Initial Hire. Effective upon execution of this Agreement all newly hired employees will be required to serve a probationary period of twelve (12) months. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

Section 2. Promotions. All newly promoted and appointed employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion, providing such discretion is not exercised in an arbitrary or capricious manner, 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 or to any Civil Service Commission.

Section 3. Eligibility for Fringe Benefits for New Hires. No newly-hired probationary employee will be eligible for any fringe benefits provided by the Employer until he has satisfactorily completed ninety (90) calendar days of his probationary period. Sick leave, however, shall, upon the satisfactory completion of the ninety (90) calendar day period, be granted retroactively to the employee's date of hire.

Section 4. Physical Agility Testing for Applicants/New Hires. All newly-hired full-time employees, shall as a condition of the satisfactory completion of their probationary period, take and achieve a passing score in a physical agility test comparable to the physical agility test administered to Fire Fighter job applicants by the City of Cleveland, or as may be otherwise modified by the Employer. Such agility test may be administered and taken prior to the prospective full-time employee's appointment to a full-time Fire Fighter's position or during the probationary period. The failure of an applicant or a probationary full-time Fire Fighter to achieve a passing score in the above agility test shall either preclude the applicant from being

appointed to the full-time position or result in the termination of the probationary full-time Fire Fighter prior to the conclusion of the employee's probationary period. Any preclusion from appointment or termination of employment pursuant to the provisions of this paragraph shall not be appealable through any grievance or disciplinary procedure contained herein or to any Civil Service Commission.

Section 5. Rehire after Separation. If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be treated as an initial hire.

Section 6. Waiver. The Employer, at its discretion, may shorten or waive the length of an employee's probationary period.

ARTICLE 14 **PROMOTIONS**

Section 1. It is the intent of the parties to supersede ORC 124.45-124.48 and all local rules and regulations of the City of Eastlake Civil Service Commission that are inconsistent with this article. Whenever a promotional vacancy exists in the ranks of Lieutenant and Battalion Chief, and the Employer determines to fill that vacancy, the vacancy shall be filled in accordance with the following provisions. In the event that the Employer determines not to fill a vacancy, such decision shall be based on the Employer's determination that there exists a lack of work or lack of funds or that a reorganization in the operations of the Employer is necessary. The individual that otherwise would have received the promotion shall have primary appointment rights for a period of three (3) years from the date that the vacancy occurred. Should another opportunity for advancement into the applicable classification occur, the individual having primary appointment rights shall be offered the opportunity first, regardless of standing on the civil service list. For purposes of defining lack of work and lack of funds and determining the propriety of a reorganization, the parties agree to utilize the definitions and standards set forth in R.C. 124.321, as set forth in Appendix B.

Section 2. Written Exam/Eligibility. A written civil service examination shall be given from which a promotional list of applicants shall be compiled. The test shall be administered in accordance with the Rules and Regulations of the Civil Service Commission, except that no employee shall be eligible to take the Lieutenant's exam without having completed six (6) years of full-time fire fighting service in the rank of Fire Fighter, with a minimum of four (4) years of full-time fire fighting service with the City of Eastlake, and those for the position of Battalion Chief shall have completed two (2) years in the rank of Lieutenant by the time of the written examination.

Section 3. Oral Interview/Assessment. For the position of Lieutenant, the names of the five (5) highest scorers on the test will be submitted to the Ohio Fire Chiefs' Organization for an oral interview and assessment process. For the position of Battalion Chief or Fire Chief, the names of the three (3) highest scorers on the test will be submitted to the Ohio Fire Chiefs' Organization for the oral interview and assessment process.

Section 4. Scoring. This promotion process shall use the following criteria for promotion:

- A. Competitive written examination shall account for 40% of the total promotion score. Applicants must have achieved a 70% score or higher to proceed in this process.
- B. The Ohio Fire Chiefs Organization assessment scores will account for 60% of the total promotion score.
- C. Civil Service Commission will at this point, add applicable seniority points.

Section 5. Certification of Test Results. Upon receipt of the three (3) scores, a Certification Board consisting of the Safety Director, the Fire Chief, one employee from the rank where the vacancy exists, to be named by the Union President, and one employee from the bargaining unit, will verify all scores as true and accurate and publish a promotional list ranking from highest total score to lowest total score. All promotions shall be made in that order while the list remains valid.

ARTICLE 15

FIRE MARSHALL ASSIGNMENT

Section 1. Assignment. The assignment to the classification of Fire Marshall shall be made at the sole discretion of the Fire Chief.

Section 2. Eligibility Criteria. No bargaining unit member shall be considered for the classification unless he possesses the minimum qualifications and licensure established by the Employer as being necessary for the assignment.

Section 3. Procedure. When the Employer determines that it is necessary to assign an employee to act as Fire Marshall, a voluntary sign-up sheet shall be posted so that bargaining unit members can notify the Employer of their interest in the assignment. The Employer will consider the knowledge, skills, abilities, and experience of those persons expressing an interest in the assignment, and at its sole discretion, make the assignment to the employee that it feels is best capable of functioning in the capacity of Fire Marshall. In the event that the Employer determines that two (2) employees are equally capable of performing the job assignment, the Employer will make the assignment to the most senior member indicating interest. Where a member is rejected for the assignment, he shall be provided an explanation of the Chief's decision and be given suggestions as to how he can become better qualified.

Section 4. Lack of Interest/Satisfactory Applicants. In the event that no bargaining unit member indicates an interest in filling the job assignment, or in the event that the Employer determines that the applicants showing interest would not be suitable for the assignment, the Employer shall have the ability to fill the position by conducting a civil service exam from external applicants.

Section 5. Promotional Exams. A person hired into the Fire Marshall classification, who is not a current full-time employee of the City of Eastlake Fire Department, shall not be eligible to take promotional exams. Notwithstanding R.C. 124.42, the parties agree that an appointment to the Fire Marshall classification shall not be restricted by age.

ARTICLE 16
PERSONNEL FILES

Section 1. Access. Employees shall be allowed to examine their personnel file upon submitting a request to do so to the Fire Chief. Such request shall be submitted at least three (3) work days in advance and be in writing.

Section 2. Review. The time for reviewing the file shall be determined by the Fire Chief, except that the time shall be during regular office hours. The Fire Chief or his designee shall be present during the review.

Section 3. Clarification. Employees will be allowed to submit written explanations or rebuttals to any inaccuracies of documents contained in the file, which written explanation shall remain in the file.

ARTICLE 17
PERFORMANCE EVALUATIONS

Section 1. All performance evaluations shall be presented to and discussed with the affected employee. The employee shall sign the evaluation to attest that he has seen the evaluation. The employee shall be allowed to submit a written statement agreeing with or objecting to the evaluation or any of the evaluation's portions. Should an employee elect to submit such a statement, the statement shall be attached to the evaluation report and placed in the employee's personnel file. Should an employee request a copy of his evaluation, he shall be provided with a copy.

ARTICLE 18
FITNESS FOR DUTY

Section 1. Annual Medical Exams. All employees shall be required to take an annual medical exam (physical) to certify that they are in sufficiently good medical health to perform the normal duties of a Fire Fighter. The physician shall be appointed and paid by the Employer. The employee and the Employer shall be provided with the results of the exam on the form provided by the Employer.

Section 2. Additional Testing. Any additional testing required as a result of this examination, if not covered by the Employer-provided health benefit plan, will be paid for by the City. Any additional time necessary for testing procedures will be compensated at the employee's normal rate of pay.

ARTICLE 19
PHYSICAL TRAINING

Section 1. The Employer and Union agree that a physical conditioning program is needed and that such a program will be administered pursuant to the Physical Fitness Standard Provisions mutually agreed to between the Employer and the Union and contained in the Department's Standard Operating Procedures (SOP).

Section 2. Effective January 1, 1992, all employees shall be required to fully participate in such program as a condition of employment.

ARTICLE 20
HOURS OF WORK/OVERTIME PAY

Section 1. Suppression Work Period/Scheduling. For purposes of FLSA compliance, the Employer utilizes a FLSA 207(k) work period consisting of two hundred five and five tenths (205.5) hours over the course of a twenty-eight (28) day work cycle, two thousand six hundred seventy two (2672) hours annually. During this work cycle, employees will be scheduled according to the operational needs of the Employer.

Section 2. FLSA Overtime. The parties acknowledge that for purposes of overtime pay, FLSA overtime shall be paid in accordance with the Fair Labor Standards Act. For purposes of FLSA compliance the Employer utilizes a FLSA compliant 207(k) schedule consisting of two hundred twelve (212) hours worked during a twenty-eight (28) day cycle for the payment of FLSA overtime. Employees shall receive one and one-half (1 1/2) times their base hourly rate of pay for all hours worked in excess of two hundred twelve (212) hours during the twenty-eight (28) day cycle. Contractual overtime shall be paid in accordance with the parties' agreement and current practice.

Section 3. Contractual Overtime. Employees assigned work in excess of their normal work schedule shall be paid at one and one-half (1 1/2) times their regular hourly rate.

Section 4. Call-In/Call Back. In the event an employee is called in to work after he has left work or on a day when he is not scheduled to work, the employee will be guaranteed a minimum of three (3) hours pay at his straight time rate of pay or one and one-half (1 1/2) times his regular hourly rate for all hours actually worked, whichever is greater, providing such hours do not abut the employee's normally scheduled work day. Call-in/call back occurs only when the employee is able to and reports to the station or other designated work location within thirty (30) minutes of the time of the call. The City will determine if the employee is to report to the station or to another designated location.

In a call-in/call back situation, the following provisions shall apply:

- A. **Time of Call.** The start time of compensation for members that are called back to work will begin at the time of request to return to work provided that the employee must have reported to the station or other designated work location within at least thirty (30) minutes of the time of the call.
- B. **Release.** The members will be released from call back duty when the "on duty" crew and firehouse equipment is deemed in service by the officer in charge.
- C. **No Duplication/Pyramiding.** There shall be no duplicating or pyramiding of call back minimum payments. The call-back minimum covers all call-backs occurring during the three (3) hour period from the time of a call. Additional call-backs after that time period will be eligible for a new minimum.

An employee reporting after the thirty (30) minute time limitation set forth in subsection A above may work if the call back has not been released, subject to the discretion of the Chief, but shall not be eligible for the call back minimum, and the employee shall be compensated at time and one-half based upon time of arrival at the station or other designated work location.

Section 5. Compensatory Time. Employees shall be able to elect payment in either cash or compensatory time for time earned under this article and shall be able to accrue compensatory time up to a maximum of four hundred eighty (480) hours. Such time shall only be used with the advance approval of the Fire Chief so no overtime payment is needed.

Section 6. Compensatory Time Conversion. Employees with earned but unused compensatory time in their comp bank may be able to cash in the compensatory time up to a maximum of fifty-two (52) hours pay.

Section 7. Shift Fill Overtime on Holidays. Should any member perform shift-fill on Easter, Thanksgiving, or Christmas, that member would receive the shift-fill time at double the hourly rate. These Holidays shall include all hours from the beginning of the shift on the day of the Holiday until the end of the shift the next morning.

Section 8. Call-Back Overtime on Holidays. All call back time on New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day will be paid at double time, with a two-hour minimum. These holidays shall be interpreted as from midnight to the next midnight on the actual day of the holiday.

ARTICLE 21 EXTENDED CALL BACKS

Section 1. During emergencies, (such as, but not limited to, flood duty, hazmat incidents, large fires, dive rescue incidents) where call back personnel and on duty personnel are out for an extended time (four [4] hours minimum), the Employer shall provide refreshments (food & drink) for all personnel within the City of Eastlake or at Willoughby Station #2.

ARTICLE 22 MINIMUM MANNING

The City shall maintain a daily minimum of six (6) fire suppression personnel (Fire Fighter, Lieutenant and Battalion Chief, excluding the Fire Marshal) on duty at all times. If the use of part-time employees is implemented, the City shall maintain a daily minimum of seven (7) fire suppression personnel (Fire Fighter, Lieutenant, Battalion Chief, excluding the Fire Marshal) on duty at all times.

For the life of this Agreement, the City shall be able to adjust daily staffing requirements if layoffs of bargaining unit members occur pursuant to Article 9, Reduction in Force and Recall.

ARTICLE 23
PART-TIME PERSONNEL

Section 1. The Employer shall have the ability to utilize part-time personnel to supplement shift strength, cover time off, cover call offs, avoid overtime, or otherwise perform duties that it determines necessary.

The Employer cannot utilize part-time firefighters unless the full-time bargaining unit consists of 27 full-time fire suppression bargaining unit members (Firefighters, Lieutenants and Battalion Chiefs, excluding the Fire Marshal). If overall staffing is reduced below twenty-seven (27) regular full-time fire suppression bargaining unit members (Firefighters, Lieutenants and Battalion Chiefs, excluding the Fire Marshal) due to attrition of any kind, the Employer shall have six (6) months to fill the vacancy. If this time frame is exceeded, the use of part-time firefighters must be discontinued until such time as the full-time fire suppression bargaining unit is returned to twenty-seven (27) members. Additionally, prior to instituting a layoff among regular full-time bargaining unit members, the Employer will first reduce all part-time firefighters.

Section 2. Overtime Work. Whenever the Employer determines that overtime work is necessary, it will offer the overtime work opportunity to eligible full-time bargaining unit members prior to offering the overtime work to part-time firefighters.

Section 3. Ranking Officer Functions. The Employer agrees that part-time firefighters will not be used for supervisory/rank personnel.

ARTICLE 24
SALARY SCHEDULE

Section 1. All employees shall receive salaries and wages in accordance with the provisions of this article.

Section 2. General Wages. The actual wage rates are attached and appended to the parties' agreement as Appendix A.

The parties agree that either party may reopen negotiations for the purpose of renegotiating wages (subject to Fact Finding/Conciliation) for the calendar year 2016 by submitting written notice to the other party between October 1 and October 15, 2015.

Section 3. In the event any employee is required to work a forty (40) hour work week, the annual salaries and their fringe benefits will be modified to the 2,080 hour equivalent.

Section 4. Wage Schedule Administration. All newly-hired members will be hired at probationary pay or at a higher rate determined by the Chief of Fire. Advance to the next successive step pay will come on each anniversary date.

Section 5. Upon completion of fifteen (15) department years with the City and at the discretion of the Chief, members may, based on their seniority, drop their Paramedic or Intermediate status,

as long as this reclassification does not deplete the minimum (as described by ordinance) staffing levels. The request to drop status would remove incentive pay equal to 4.5% of the hourly rate.

Section 6. Rank Differential. There shall be a rank differential of 10% between the base pay for the ranks of Firefighter and Lieutenant. There shall be a rank differential of 10% between the base pay for the ranks of Lieutenant and Battalion Chief.

ARTICLE 25 **INSURANCES**

Section 1. The Employer shall make available to all full-time bargaining unit members comprehensive major medical/hospitalization health care insurance. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding levels of coverage, but the City shall make the final determination if a consensus is not reached. The Employer shall be able to change insurance carriers or self-insure, providing the benefits are comparable to existing benefits.

Section 2. Liability Insurance. The Employer shall carry liability insurance coverage for employees operating within their scope of employment as long as such coverage is reasonably available.

Section 3. Contribution Rates. The Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) for the premium cost of health care coverage under the applicable plan, without reimbursement by the City for co-pays or deductibles.

Eligible employees may elect any available coverage (e.g., single, two-party, family, etc.) subject to the plan offerings. Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign a payroll authorization form for the applicable deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, or administrator, as applicable.

Section 4. Insurance Opt-Out. Any employee who elects to obtain health care coverage through another source other than the City of Eastlake, with presenting proof of such coverage, will receive one hundred dollars (\$100.00) monthly for the individual plan, one hundred fifty dollars (\$150.00) per month for employee and spouse or children, and two hundred dollars (\$200.00) per month for the family plan.

Section 5. Insurance Committee. The parties agree that in their continued efforts to reduce hospitalization medical costs, an Employer-Wide Joint Medical/Hospitalization Insurance Committee will be maintained and convened as necessary to review alternative insurance coverage and plans and make recommendations to the Employer. It is understood that such recommendations do not obligate either party contractually. If the Committee obtains a plan more favorable to employees than the plans to be in effect on April 1, 2005, at a cost acceptable

to the Employer, such plan, at the Employer's discretion, may be substituted for the then current plan.

Section 6. Exposure Related Testing. Due to the hazard of bloodborne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents, and as a result of the State of Ohio Workers' Compensation Plan not allowing a worker's compensation claim for exposure only, the City agrees to pay for blood testing and related treatment necessary to determine if an infectious disease has been contracted. If an infectious disease has in fact been contracted due to a work-related incident exposure, the claim will then be submitted to the Ohio Bureau of Workers' Compensation for determination of allowance and subsequent benefits.

ARTICLE 26
LONGEVITY

Section 1. All full-time employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of continuous full-time service commencing on the employee's fifth (5th) anniversary date of full-time continuous service. Longevity shall continue to be awarded on or about the employee's successive anniversary date, in a lump sum, according to this procedure and the below listed longevity schedule. Employees who separate from service or retire shall receive a prorated payment.

5 th Anniversary	\$ 500.00	16 th Anniversary	\$1,600.00
6 th Anniversary	600.00	17 th Anniversary	1,700.00
7 th Anniversary	700.00	18 th Anniversary	1,800.00
8 th Anniversary	800.00	19 th Anniversary	1,900.00
9 th Anniversary	900.00	20 th Anniversary	2,000.00
10 th Anniversary	1,000.00	21 st Anniversary	2,100.00
11 th Anniversary	1,100.00	22 nd Anniversary	2,200.00
12 th Anniversary	1,200.00	23 rd Anniversary	2,300.00
13 th Anniversary	1,300.00	24 th Anniversary	2,400.00
14 th Anniversary	1,400.00	25 th Anniversary	2,500.00
15 th Anniversary	1,500.00		

Section 2. As of January 1, 2015, all full-time employees will be awarded longevity payments for each year of continuous full-time service commencing on the employee's fifth (5th) anniversary date of full-time continuous service. Longevity shall continue to be awarded on or about the employee's successive anniversary date, in a lump sum, according to this procedure and the below listed longevity schedule. Employees who separate from service or retire shall receive a prorated payment.

In future contracts, in the event of an increase in salary, this Longevity schedule will be increased by the same percentage.

*This Longevity package was in exchange for the elimination of "Vacation Cash-ins" in 2015. The uniqueness of this Longevity benefit cannot be judged against that of comparable contracts because it is essentially the combination of two benefits.

5 th Anniversary	\$1,400.00	16 th Anniversary	\$4,400.00
6 th Anniversary	1,400.00	17 th Anniversary	4,400.00
7 th Anniversary	1,400.00	18 th Anniversary	4,400.00
8 th Anniversary	1,400.00	19 th Anniversary	4,400.00
9 th Anniversary	1,400.00	20 th Anniversary	5,900.00
10 th Anniversary	2,900.00	21 st Anniversary	5,900.00
11 th Anniversary	2,900.00	22 nd Anniversary	5,900.00
12 th Anniversary	2,900.00	23 rd Anniversary	5,900.00
13 th Anniversary	2,900.00	24 th Anniversary	5,900.00
14 th Anniversary	2,900.00	25 th Anniversary	5,900.00
15 th Anniversary	4,400.00		

Section 2. All regular part time employees will accumulate credit towards longevity payments at fifty (50%) for each year worked during each continuous and complete year(s) of service. They will receive credit if or after said employee completes five (5) continuous completed years of full-time service with the City of Eastlake. Current eligible full-time employees shall be entitled to this benefit.

ARTICLE 27

UNIFORM & EQUIPMENT MAINTENANCE ALLOWANCE

Section 1. Annual Allowance. Employees who have completed one (1) year of probation shall be paid a uniform maintenance allowance of nine hundred dollars (\$900.00) per year. Each firefighter must declare in January of each year whether he wants to participate in the City's accountable plan for reimbursements or the non-accountable plan uniform allowance. The Fire Chief will approve all fire-related equipment purchases under the accountable plan. At the member's request in the month of January, the entire allowance will be added to the first pay period in February

Section 2. New Hires. The Employer shall provide to all newly-hired full-time employees an initial station duty uniform issue. In the event such employees do not successfully complete their probationary period, for any reason, they shall be required to reimburse the Employer for such initial issue.

Section 3. Turn-out Gear. The Employer shall supply all appropriate turn-out gear and replace such gear, due to normal wear and tear, at no cost to the employee, and shall provide the initial set of uniforms to all employees if change is mandated by law and/or discussed by the labor/management committee.

Section 4. Equipment Return. All uniforms and accessories shall be approved of by the Employer and all turn-out gear shall be turned into the Employer upon the employee's termination of employment with the Employer.

Section 5. Damaged Equipment. When any uniform or approved equipment is damaged on duty through no negligence of the employee, it shall be repaired or replaced at the expense of the Employer.

Section 6. With prior authorization, certain special equipment items for HAZ-MAT, Dive Rescue and Technical Rescue teams will be provided by the City of Eastlake.

ARTICLE 28
EDUCATIONAL PAY

Section 1. Fire Training Certificate. Any employee who has received a Training Certificate for completion of all courses towards an Associate's Degree in Fire Science shall receive additional pay in the amount of fifty dollars (\$50.00) per month.

Section 2. Associate's Degree. Any employee who has received an Associate's Degree approved by the Chief of Fire shall receive additional pay in the amount of one hundred dollars (\$100.00) per month.

Section 3. Bachelor's Degree. Any employee who has received a Bachelor's Degree approved by the Chief of Fire shall receive additional pay in the amount of one hundred fifty dollars (\$150.00) per month.

Section 4. Educational Assistance. Any member may request a non-interest bearing loan for tuition and book expenses for job-related educational purposes. Said loan will be paid through regularly scheduled payroll deductions.

ARTICLE 29
WORKING OUT OF CLASSIFICATION

Section 1. An employee required to assume the duties that are exclusively the part of a higher classification shall receive the rate of pay for that classification. The individual working the affected shift with the most departmental seniority in the classification from which the assignment is to be made will receive the stated upgrade.

Section 2. The member with the most departmental seniority, based on hire date and/or promotion date, will always be designated as in charge of the run. When a Battalion Chief or Lieutenant is present, they will be in charge of said run.

ARTICLE 30
UNION TIME/ACTIVITY

Section 1. Union Time. Upon the approval of the Employer, employees 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 and activities related to grievance procedures.

Section 2. Upon the approval of the Employer, Union officials, called in while off-duty, working on activities related to internal contractual issues will be compensated at the established hourly rate at time and one-half for these hours.

ARTICLE 31
HOLIDAYS

Section 1. All full-time employees shall receive seven (7) twenty-four (24) hour tours of duty off with pay in lieu of the eleven (11) specified city-wide holidays. Additionally, each employee shall receive one (1) personal day (1 tour) to be taken during the calendar year with advance approval. Forty (40) hour employees shall receive four (4) P.A. days and the same holidays, as outlined by Codified Ordinance 155.03.

Section 2. Holiday/Personal Time Scheduling. The employee shall designate the days he wishes to take off, which shall be subject to the advance approval of the Fire Chief as to when they may be taken. An employee shall be required to take the time during the year in which it is earned and shall not be able to carry the time over into the next calendar year.

Section 3. Holiday Work Option. At the discretion of the respective department head with consideration of workloads and department needs an employee not regularly scheduled may work designated holidays. The employee may then elect to then take the additional holiday compensation in the form of payment.

Section 4. Reconciliation at Time of Separation. An employee who separates from service prior to the end of the calendar year shall have holiday time earned calculated by determining the number of days between January 1 and the date of separation, dividing that amount by three hundred sixty-five (365) and then multiplying the answer by one hundred sixty-eight (168). A separating employee who has taken holiday hours less than the amount of time deemed to have been earned shall be paid for the difference in the final pay. A separating employee who has taken holiday hours in excess of the amount of time deemed to have been earned shall have the difference (excess hours) deducted from the final pay.

This reconciliation applies to time in lieu of specified city-wide holidays and does not apply to the personal day.

ARTICLE 32
VACATIONS

Section 1. Accrual. All full-time employees shall be granted the following vacation leave with full pay based on their length of continuous full-time service according to the following schedule:

<u>Length of Full-time Service</u>	<u>Vacation Time</u>
After one (1) year full-time service	5 Tours Off 120
After five (5) years full-time service	7 1/2 Tours Off 180
After ten (10) years full-time service	10 Tours Off 240
After fifteen (15) years full-time service	12 1/2 Tours Off 300
After twenty (20) years full-time service	15 Tours Off 360

Section 2. Usage/Carry-Over. Employees shall become eligible for vacation leave on their anniversary date of hire and vacation leave will normally be taken by the employee within twelve (12) months thereafter. Employees shall be permitted to carry over from one year to the

next immediate year up to one (1) year of earned but unused vacation leave, at the current rate of accrual. Such vacation must be taken as time off during that next immediate year or it shall be forfeited. With the exception of the summer months (June-September), scheduling of vacation will follow Department S.O.P. 301.00. During the summer months, any employee may only schedule five (5) tours off the first bid, after which scheduling will revert back to S.O.P.'s.

Section 3. Vacation Cashout/Required Usage. As of January 1, 2009, if an employee at any time during their vacation accrual year has vacation time remaining, they may, with two weeks' notice, receive payment at their regular rate for these hours, once each vacation accrual year. Every employee must use a minimum of four (4) shifts (tours) annually.

As of each member's anniversary date in 2015, each member shall be required to use their Vacation hours as time off (no more cash-ins) going forward. It shall be replaced by the new Longevity schedule. (See Article 26. Longevity) Members shall be able to cash-out remaining hours accrued in 2014 through their anniversary date in 2015.

Section 4. Emergency Work During Vacation Period. In case of emergency, the Fire Chief has the right to require employees to work on all or part of planned vacation leave. If an employee is required to work under circumstances set forth above, the employee shall be paid an amount equal to one and one-half (1 1/2) times the usual compensation for the day or days so worked, and the employee shall have the vacation days worked scheduled for a later time in the calendar year.

Section 5. Separation Payment. A shift employee who separates from service or retires prior to the end of their Vacation year shall be required to have used a portion of their previously earned Vacations as "time off" in accordance with the chart below.

<u>Calendar Days From Accrual Date</u>	<u>Vacation Tours To be Utilized or Lost</u>
122 or more calendar days	5 tour (120 hours) in current accrual year
244 or more calendar days	10 tours (240 hours) in current accrual year

*Days (tours) do not have to be used in any specific time section, but the total number required must be used prior to separation or lost.

A forty (40) hour employee who separates from service or retires prior to the end of the Vacation year shall be required to have used a minimum of two weeks of Vacation if working beyond 122 days and 4 weeks of Vacation if working beyond 244 days.

Subject to the usage requirements above, Employees with at least one (1) year of continuous service with the City, upon separation from employment with the City, except for cause, will be entitled to all unused vacation leave to their credit at the time of separation, and a credit of the pro-rata vacation earned from the employee's last anniversary date. Said pro-rata calculation to be determined by calculating the number of days between the employee's last anniversary date and the date of separation, dividing that amount by three hundred sixty-five (365) and then multiplying the answer by the number of hours of vacation the employee would have been credited at his/her next anniversary date. All vacation hours will be paid at the employee's

current rate of pay. The death of an employee shall result in this amount being paid to the employee's estate.

Section 6. Effective on or about October 1, 1983, employees who served on a part-time basis prior to the creation of a full-time Fire Department shall receive credit towards their "Length of Full-Time Service," as provided in paragraph 15.01 above, according to the following formula:

- A. the number of hours worked on a part-time basis will be added and totaled;
- B. the above total will be divided by two thousand nine hundred twelve (2912);
- C. the resulting calculation shall equal the number of years to be credited to the employee's length of full-time service.

In the event the figures for making the above calculations are not available from the Finance Department, such calculations shall be made as soon as possible with the time credit being made retroactive to the affected employee's anniversary date in October, 1983.

Section 7. Prior Service Credit for Employees Hired After January 1, 2001. For all bargaining unit members hired after January 1, 2001, service credit for vacation purposes shall be based on years of continuous, full-time service with the City of Eastlake, Ohio.

ARTICLE 33 SICK LEAVE

Section 1. Accrual. All employees shall earn sick leave at the rate of six (6) hours for every one hundred four (104) hours actually hours worked, excluding overtime, and excluding any paid or unpaid leave outlined in this contract, and may accumulate such sick leave up to an unlimited amount.

Section 2. Usage. Sick leave shall be defined as an absence with pay necessitated by the illness, pregnancy during periods of incapacitation, quarantine, or injury of the employee or serious illness, injury or death in the employee's immediate family.

Section 3. Accrual During Extended Leave. An employee who is to be absent for more than ninety (90) days on sick leave or disability leave will no longer accumulate sick leave. The earning of said sick leave will resume upon return to full-time duty.

Section 4. Notification. An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (1/2) hour before the start of his work day each day he is absent, unless the absence is expected to be absent for more than one (1) tour of duty (twenty-four [24] hours), where the employee will then give the Employer an approximate time of his return to work.

Section 5. Minimum Increments for Usage. Sick leave may be used in segments of not less than six (6) hours, except in the case of doctor and dental appointments or hospital visits to members of the immediate family where the employee may use sick leave in one (1) hour

segments, providing the employee gives the Employer notice of such appointment at the beginning of his work shift.

Section 6. Documentation. Before an absence may be charged against accumulated sick leave, the Fire Chief may require such proof of illness as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Fire Chief and paid by the Employer. In any event, an employee absent for more than one (1) tour of duty must supply a physician's report to be eligible for paid sick leave, unless such report is waived by the Fire Chief.

Section 7. Failure to Provide Satisfactory Documentation. If the employee fails to submit adequate proof of illness, injury, or death upon request, or in the event that upon such proof as is submitted, or upon the report of medical examination, the Fire Chief finds there is not satisfactory evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the Fire Chief's sole discretion, be considered an unauthorized leave and shall be without pay. The attending physician's statement shall be deemed adequate proof unless the Employer has reason to suspect such report is erroneously supplied..

Section 8. Patterned Absence. Any abuse of sick leave or the patterned use of sick leave shall be sufficient cause for discipline as may be determined at the discretion of the Employer.

Section 9. Employer Required Examination. The Fire Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to work, to be examined by a physician designated by the Employer and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

Section 10. Conflicting Physician's Opinions. Should there be a conflict between the employee's doctor and the doctor designated by the Employer over an opinion concerning the employee's ability to return to work, a third doctor will be chosen by mutual agreement between the Employer and the Union, who shall examine the employee and decide the matter in question. This jointly-appointed doctor shall be paid by the Employer and the Union, with his fee being shared equally by the parties.

Section 11. Reinstatement Following Disability Leave/Separation. Any member placed on disability leave or disability separation, after exceeding his sick time allotment, when fit for duty, will be given immediate reinstatement to the position held upon departure. This recall right is void after two (2) years of separation. All seniority accumulation is waived for the duration of separation. After separation from service, the injured member may exercise his right to immediate recall, upon meeting fitness for duty requirements listed in section. The local will not hold management responsible for any layoff that this recall may cause. As a new position becomes available, laid-off members will be offered recall rights for one (1) year following their separation from service.

Section 12. Immediate Family Defined. When the use of sick leave is due to an illness in the immediate family, "immediate family" shall be defined to only include the employee's parents, spouse, child or any other relative residing with the employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the

employee's parents, spouse, child, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, half-brother, half-sister, grandchild or other person residing with the employee at time of death.

Section 13. Sick Leave Conversion.

A. Upon the normal retirement, disability retirement, or death of a full-time employee hired on or before December 31, 2010, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death, based on the following schedule. All hours of sick time that an employee earns over the 1,344 hour figure will be paid at the rate of twenty percent (20%) of all hours in excess of 1,344.

<u>Length of Service With the City of Eastlake</u>	<u>Percentage of 1,344 Hours</u>
10 to 12 Years	25%
13 Years +	50%

B. Upon the normal retirement, disability retirement, or death of a full-time employee hired after December 31, 2010, who has completed not less than ten (10) years of continuous full-time service with the Employer, such employee (or the employee's spouse or estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death, based on the following schedule: 25% of up to one thousand three hundred forty-four (1,344) hours of sick leave, for a maximum of three hundred thirty six (336) hours of pay.

Section 14. Periodic Conversion Payments. If the total cash payment for sick leave conversion exceeds ten thousand dollars (\$10,000.00), no more than forty percent (40%) shall be paid out immediately upon separation. The remaining sixty percent (60%) of the sick leave payout will be divided in half, with thirty percent (30%) payable one (1) year after separation and the remaining thirty percent (30%) payable in two (2) years after separation. Notwithstanding the aforesaid language, the Employer and the employee shall not be precluded from agreeing to a longer payout or having less than a ten thousand dollar (\$10,000.00) payout subject to the aforesaid terms.

Section 15. Death in the Line of Duty. In those instances where the employee is killed in the line of duty, the employee's estate shall be entitled to 100% of all accrued sick time.

Section 16. Personal Incentive Time. Effective January 1, 2012, for each calendar quarter that an employee works without use of sick time, he will receive fifteen (15) hours of compensatory time or as a cash incentive. A forty (40) hour employee is eligible to earn twelve (12) hours per calendar quarter.

Section 17. Sick Leave Donation. Each member may transfer and donate up to ten (10) hours of sick time to another member within each calendar year.

ARTICLE 34
FAMILY MEDICAL LEAVE

Section 1. The Employer agrees to comply with the requirements of the Family and Medical Leave Act (FMLA) of 1993.

Section 2. Substitution of Paid Leave. An employee is required to use available paid vacation, sick leave, injury, or personal leave to substitute for all or part of this twelve (12) week leave period. Under specified circumstances, this leave may be taken on intermittent basis. Certification of need for leave may be required by the City of Eastlake.

ARTICLE 35
FUNERAL LEAVE

Section 1. Any employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of one (1) tour of duty off for each death in his immediate family. If an employee requires more time he may utilize vacation time, sick leave, or leave without pay, with the approval of the Fire Chief.

Section 2. Immediate Family Defined. For the purposes of this article, "immediate family" shall be defined as to only include the employee's spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law or any other relative living with the employee at the time of death.

Section 3. In the case of an on-duty death, the City would accept the cost of all normal and necessary funeral expenses.

ARTICLE 36
DRUG/ALCOHOL TESTING

Section 1. Drug/alcohol screening/testing shall be conducted at times of pre-employment, and post accident, upon reasonable suspicion and randomly pursuant to the City of Eastlake policy. Under no circumstances may the results of drug screening or testing be released to third party unless required by law.

Section 2. All drug/alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy or other reliable confirmation of any positive initial screening.

Section 3. Drug/alcohol screening tests shall be given to employees to detect the illegal use of a controlled substance, as defined in the Ohio Revised Code and/or prohibited levels of substance use as set forth in federal and state statutes or regulations. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry or other reliable method administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests.

Section 4. Investigation/Discipline. Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine the circumstances surrounding the positive test. Upon the conclusion of such investigation, the Employer may take disciplinary action.

Section 5. Rehabilitation/Follow-Up Testing. The Employer may require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or previously accrued benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days. For the purpose of this article, "periodic" shall mean not more than six (6) times per year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

Section 6. Failure to Complete Rehabilitation/Subsequent Positive Tests. If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action.

Section 7. Testing Costs. Except as otherwise provided herein, costs of all drug screening tests and confirmatory tests shall be borne by the City.

Section 8. Refusal to Test. No drug testing shall be conducted without the authorization of the Fire Chief/designee. If the Fire Chief/designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth below. An employee refusing a drug/alcohol test shall be considered to have tested positive, and if not terminated for insubordination, will be subject to the same reinstatement and testing requirements as if a positive test had occurred.

Section 9. The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

ARTICLE 37
EMPLOYEE ASSISTANCE PROGRAM (EAP)

Section 1. The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer or after the completion of such program, the employee is still abusing or resumes abusing such substances the employee shall be disciplined or discharged.

Section 2. Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with the EAP shall be strictly confidential.

Section 3. This article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted to him by this Agreement.

Section 4. With reasonable cause, the Employer may request the employee to seek such assistance.

ARTICLE 38 **LABOR-MANAGEMENT COMMITTEE**

Section 1. Purpose. The Employer and the Union agree that certain subjects are not appropriate subjects for formal negotiations, but may need to be discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

Section 2. Composition/Meetings. Two (2) representatives and/or the Fire Chief/designee for the Employer, and not more than three (3) representatives appointed by the Union, shall serve on this Committee. Meetings shall be held on a quarterly basis at a mutually convenient time. Such meetings shall be held in executive sessions.

Section 3. Chain of Command. The Labor-Management Committee shall not be used to bypass the normal chain of command unless the problems are unable to be resolved at the departmental level or have been previously addressed at the departmental level without any solution.

Section 4. Access to Fire Chief. The Employer agrees that the Union President or his designee, in the President's absence, shall have direct access to the Fire Chief to discuss areas of mutual concern in an effort to insure harmonious relations.

ARTICLE 39 **HEADINGS**

Section 1. It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE 40
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provisions of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 41
OBLIGATION TO NEGOTIATE

Section 1. The Employer and the Union acknowledge that during negotiations each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, except as set forth in Article 45, Mid-Term Bargaining.

Section 3. This article shall not operate to prevent negotiations over any subject the parties may mutually agree to negotiate during the term of this Agreement.

ARTICLE 42
TOTAL AGREEMENT

Section 1. This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

ARTICLE 43
MID-TERM BARGAINING

Section 1. If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, then the Employer, prior to making such change shall inform the Union of said proposed change and negotiate to impasse with the Union concerning the effects of such change. The Employer may unilaterally implement such change after impasse is reached, and the Union may grieve the reasonableness, up to and including arbitration, of the Employer's decision.

ARTICLE 44
DURATION

Section 1. This Agreement shall become effective upon ratification/acceptance of a tentative agreement by both parties (date of latest acceptance). This Agreement shall continue in full force and effect, along with any amendments made and annexed hereto, until December 31, 2016.

Section 2. Written notice shall be given no sooner than ninety (90) days prior to expiration, by either party requesting a change or termination of this Agreement. Negotiations shall commence not later than thirty (30) days from the receipt of such notice. Such notification shall be in accordance with R.C. 4117 and applicable administrative rules.

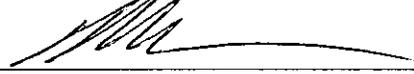
SIGNATURE PAGE

Agreed to this ^{1st} day of May, 2014

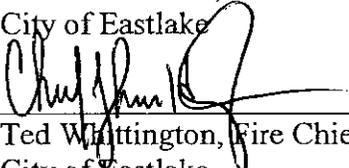
For the City of Eastlake



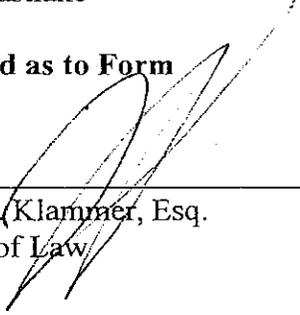
Dennis Morley, Mayor
City of Eastlake



Michael Slocum, Finance Director
City of Eastlake

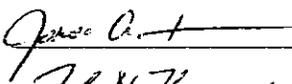


Ted Whittington, Fire Chief
City of Eastlake

Approved as to Form


Joseph R. Klammer, Esq.
Director of Law

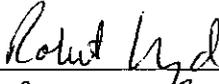
For the Union

 (Josh Saperstein)

 (FRANCIS KOVACIC)

 (Doug Gregg)

 (Matthew Benedict)

 Robert Lloyd

 (Andrew Cirino)

APPENDIX A
WAGE SCHEDULE

Effective with the first full pay
period of January 2014

<u>Classification</u>	<u>Hourly</u> <u>Rate</u>	<u>Annual</u> <u>Compensation</u>
Firefighter - Entry Rate	\$15.28	\$41,075.35
After 1 year FT service	\$18.99	\$51,054.55
After 2 years FT service	\$21.21	\$57,012.48
After 3 years FT service	\$24.42	\$65,653.22
Lieutenant	\$26.72	\$71,812.49
Battalion Chief	\$28.32	\$76,135.83

APPENDIX A
WAGE SCHEDULE

Effective with the first full pay
period of January 2015

<u>Classification</u>	<u>Hourly</u> <u>Rate</u>	<u>Annual</u> <u>Compensation</u>
Firefighter - Entry Rate	\$15.373	\$41,075.35
After 1 year FT service	\$19.108	\$51,054.55
After 2 years FT service	\$21.338	\$57,012.48
After 3 years FT service	\$24.571	\$65,653.22
Lieutenant	\$27.028	\$72,218.54
Battalion Chief	\$29.731	\$79,440.40

APPENDIX B
ABOLISHMENT/REDUCTION STANDARDS PER R.C. 124.321

124.321 Reduction in work force - layoffs - job abolishment.

(B)... For appointing authorities that employ persons whose salary or wage is paid other than by warrant of the director of budget and management, the appointing authority itself shall determine whether a lack of funds exists...

(2) As used in this division, a “lack of funds” means an appointing authority has a current or projected deficiency of funding to maintain current, or to sustain projected, levels of staffing and operations. This section does not require any transfer of money between funds in order to offset a deficiency or projected deficiency of funding for programs funded by the federal government, special revenue accounts, or proprietary accounts. Whenever a program receives funding through a grant or similar mechanism, a lack of funds shall be presumed for the positions assigned to and the employees who work under the grant or similar mechanism if, for any reason, the funding is reduced or withdrawn.

(C)(1) ...All other appointing authorities shall themselves determine whether a lack of work exists...

(2) As used in this division, a “lack of work” means an appointing authority has a current or projected decrease in workload that requires a reduction of current or projected staffing levels in its organization or structure. The determination of a lack of work shall indicate the current or projected decrease in workload and whether the current or projected staffing levels of the appointing authority will be excessive.

(D)(1) Employees may be laid off as a result of abolishment of positions. As used in this division, “abolishment” means the deletion of a position or positions from the organization or structure of an appointing authority....an appointing authority may abolish positions for any one or any combination of the following reasons: as a result of a reorganization for the efficient operation of the appointing authority, for reasons of economy, or for lack of work.

(2)(a) Reasons of economy permitting an appointing authority to abolish a position and to lay off the holder of that position under this division shall be determined at the time the appointing authority proposes to abolish the position. The reasons of economy shall be based on the appointing authority’s estimated amount of savings with respect to salary, benefits, and other matters associated with the abolishment of the position, except that the reasons of economy associated with the position’s abolishment instead may be based on the appointing authority’s estimated amount of savings with respect to salary and benefits only, if:

APPENDIX B
ABOLISHMENT/REDUCTION STANDARDS PER R.C. 124.321
(Continued)

(i) Either the appointing authority's operating appropriation has been reduced by an executive or legislative action, or the appointing authority has a current or projected deficiency in funding to maintain current or projected levels of staffing and operations; and...

(b) The following principles apply when a circumstance described in division (D)(2)(a)(i) of this section would serve to authorize an appointing authority to abolish a position and to lay off the holder of the position under this division based on the appointing authority's estimated amount of savings with respect to salary and benefits only:

(i) The position's abolishment shall be done in good faith and not as a subterfuge for discipline.

(ii) If a circumstance affects a specific program only, the appointing authority only may abolish a position within that program.

(iii) If a circumstance does not affect a specific program only, the appointing authority may identify a position that it considers appropriate for abolishment based on the reasons of economy.

(3) Each appointing authority shall determine itself whether any position should be abolished...

SIDE LETTER
STANDARDS FOR JOB ABOLISHMENT

The parties agree that the language in Article 14, Promotions, and Article 9, Reduction in Force and Recall, shall not be construed as to create any additional grounds for abolishment not contained in R.C. 124.321.