



06-16-14  
13-MED-10-1432  
0539-03  
K31524

**AN AGREEMENT**

**BETWEEN**

**THE CITY OF FAIRVIEW PARK, OHIO**

**and**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 1057, AFL-CIO**

**Effective January 1, 2014 through December 31, 2016**

## TABLE OF CONTENTS

	<b>PAGE</b>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - PURPOSE AND INTENT.....	1
ARTICLE 3 - RECOGNITION.....	1
ARTICLE 4 - MANAGEMENT RIGHTS.....	2
ARTICLE 5 - NO-STRIKE.....	3
ARTICLE 6 - DUES DEDUCTIONS.....	3
ARTICLE 7 - NON-DISCRIMINATION.....	4
ARTICLE 8 - PHONE PRIVILEGE.....	4
ARTICLE 9 - UNION BUSINESS.....	5
ARTICLE 10 - PRINTING AND SUPPLYING AGREEMENT.....	5
ARTICLE 11 - BULLETIN BOARDS.....	5
ARTICLE 12 - APPOINTMENTS AND VACANCIES.....	6
ARTICLE 13 - RULES AND REGULATIONS.....	6
ARTICLE 14 - PERSONNEL FILES AND POLICY.....	7
ARTICLE 15 - LABOR-MANAGEMENT COMMITTEE.....	8
ARTICLE 16 - LOCKERS.....	8
ARTICLE 17 - CONTRACTING.....	8
ARTICLE 18 - PROBATIONARY PERIOD.....	8
ARTICLE 19 - DEFINITION OF SENIORITY.....	9
ARTICLE 20 - TRANSFERS.....	11
ARTICLE 21 - SEVERANCE PAY.....	11
ARTICLE 22 - TOUR & STAND-BY.....	12
ARTICLE 23 - SANITATION, MAINTENANCE AND UPKEEP.....	12
ARTICLE 24 - LIGHT DUTY.....	12
ARTICLE 25 - MILITARY LEAVE.....	12
ARTICLE 26 - ABSENCE FOR COURT APPEARANCES.....	13
ARTICLE 27 - JURY DUTY.....	13
ARTICLE 28 - MATERNITY LEAVE.....	13
ARTICLE 29 - FUNERAL LEAVE.....	13
ARTICLE 30 - SICK LEAVE.....	14

ARTICLE 31 - INJURY LEAVE.....	16
ARTICLE 32 - VACATION LEAVE .....	18
ARTICLE 33 - HOLIDAYS.....	18
ARTICLE 34 - WORKWEEK.....	20
ARTICLE 35 - OVERTIME.....	20
ARTICLE 36 - PAY DAY.....	21
ARTICLE 37 - HOSPITALIZATION/LIFE INSURANCE .....	21
ARTICLE 38 - RATES OF PAY.....	23
ARTICLE 39 - TUITION REIMBURSEMENT.....	24
ARTICLE 40 - LIABILITY.....	24
ARTICLE 41 - MILEAGE .....	25
ARTICLE 42 - SCHOOLING .....	25
ARTICLE 43 - PENSION "PICK-UP" .....	25
ARTICLE 44 - LONGEVITY .....	26
ARTICLE 45 - UNIFORM ALLOWANCE.....	26
ARTICLE 46 - DRUG FREE WORK PLACE .....	27
ARTICLE 47 - TOTAL AGREEMENT.....	27
ARTICLE 48 - CONFORMITY TO LAW .....	27
ARTICLE 49 - OBLIGATION TO NEGOTIATE.....	28
ARTICLE 50 - GENDER AND PLURAL.....	28
ARTICLE 51 - HEADINGS.....	29
ARTICLE 52 - GRIEVANCE PROCEDURE .....	29
ARTICLE 53 - ARBITRATION PROCEDURE .....	33
ARTICLE 54 - DURATION .....	34
ARTICLE 55 - EXECUTION .....	34
EXHIBIT A .....	35
EXHIBIT B .....	36
MEMORANDUM OF UNDERSTANDING NUMBER ONE.....	37
MEMORANDUM OF UNDERSTANDING NUMBER TWO .....	38

## **ARTICLE 1 - PREAMBLE**

1.01 This Agreement is hereby entered into by and between the City of Fairview Park, Ohio, hereinafter referred to as the "Employer" and the International Association of Fire Fighters, Local 1057, AFL-CIO, hereinafter referred to as the "Union."

## **ARTICLE 2 - PURPOSE AND INTENT**

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of 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 promote fair and reasonable working conditions; 3) to promote efficiency and service to the citizens of the City of Fairview Park, Ohio; 4) to avoid interruption or interference with the efficient operation of the Employer's business; and 5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

## **ARTICLE 3 - RECOGNITION**

3.01 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, as provided by the State Employment Relations Act, for all full-time employees employed in the Fire Department occupying the positions of fireman, lieutenant and captain, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

4.01 Not by way of limitation of the following paragraph, 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 number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 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 reasonable work standards and the work to be performed; 10) select and locate buildings and other facilities; 11) establish, expand, transfer and/or consolidate work processes and facilities; 12) 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; 13) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, 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 the Agreement are, and shall remain, exclusively those of the Employer.

4.03 The Employer reserves the right to establish policies and procedures to insure the City's compliance with the federal Americans with Disabilities Act and the federal Family and Medical Leave Act.

#### **ARTICLE 5 - NO-STRIKE**

5.01 The Union hereby affirms and agrees 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.

5.02 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.

5.03 It is further agreed that any violation of the above shall be grounds for disciplinary action.

5.04 The Employer agrees not to lock out any employees.

#### **ARTICLE 6 - DUES DEDUCTIONS**

6.01 During the term of this agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions. The dues deductions shall be made from the first and second pay checks of each month in equal amounts. If the employee's pay for a pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

6.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made. The Union may change the amount deducted from its members on a semi-annual basis. The Union agrees to notify the Finance Director in writing thirty (30) days prior to any anticipated changes.

6.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

6.04 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 the Union shall indemnify the Employer for any such liabilities or damages that may arise.

#### **ARTICLE 7 - NON-DISCRIMINATION**

7.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex or handicap.

7.02 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 nonmembers.

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

#### **ARTICLE 8 - PHONE PRIVILEGE**

8.01 Employees shall have reasonable access and use of the non-emergency fire department telephones, for personal non-toll calls, at the Employer's expense, providing such use does not interfere with the employees' work or the operation of the Department.

## **ARTICLE 9 - UNION BUSINESS**

9.01 Employees elected or appointed to represent the Union shall be granted time to perform activities related to the grievance procedure without loss of pay. Union activities may be allowed at the fire station. Union meetings shall be permitted in the recreation room and kitchen area of the fire station, and all on-duty Union members shall be allowed to attend, providing such activity, meetings and attendance does not interfere with the operation of the Department and the Employer is notified in advance.

9.02 The Union President or designee shall be granted direct access to the Mayor, Fire Chief and Assistant Chief for the purpose of transacting matters relating to Union business.

9.03 The Employer shall permit the Union to use space in the classroom for two (2) file cabinets and typewriter, and shall allow the Union continued use of the storage area in the classroom closet until the Employer determines such space is needed for departmental use.

9.04 The Union President or his designee shall be entitled to not more than three (3) tours off in increments of not less than three (3) hours each, with pay, per calendar year, for the purpose of attending Union functions. The hours may be borrowed ahead from the following year and any unused hours may be carried over to the following year. The Union shall give the City not less than seven (7) calendar days' written notice of the use of such time, and such time shall be subject to the scheduling considerations as approved by the Fire Chief.

## **ARTICLE 10 - PRINTING AND SUPPLYING AGREEMENT**

10.01 This Agreement shall be printed and supplied to each employee by the Employer at no cost to the employee.

## **ARTICLE 11 - BULLETIN BOARDS**

11.01 The Employer shall supply the Union with a locked bulletin board, which will be located in the class room and bulletin board space in the kitchen. The Union shall be responsible

for the care, maintenance and replacement of the locked bulletin board. The Employer shall have the right to order in writing the removal of any material not in conformance with paragraphs 11.02 and 11.03 below.

11.02 No notices, memoranda, posters or other forms of communication will be posted on the bulletin boards that contain any defamatory, political (except Union election notices), controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of each such posted material to the Employer upon the posting of such material.

11.03 All material shall be dated as the date of posting and shall be removed after being posted for fourteen (14) calendar days or the day after the event being advertised if such event is scheduled to occur later than fourteen (14) days from the date of posting.

#### **ARTICLE 12 - APPOINTMENTS AND VACANCIES**

12.01 All officers and fire fighters shall be appointed pursuant to the rules and regulations of the Civil Service Commission.

12.02 The Employer and the Union agree that the Employer retains the right to administer promotional tests for the ranks of Lieutenant and Captain. The parties agree that such promotional tests will be administered and scored by an independent professional testing service. Scores will be allocated between written and seniority components. After the written test is scored with a value of up to one hundred (100) points, seniority points of no more than ten (10) will be added.

#### **ARTICLE 13 - RULES AND REGULATIONS**

13.01 It is agreed that a committee of bargaining unit members shall be established for the purpose of evaluating the Fire Department's Rules and Regulations. The Committee shall consist of not more than three (3) bargaining unit members.

13.02 The Committee will submit any recommendations in written form to the Chief for his review and study. If any recommendations or proposals are rejected by the Chief, they shall be returned to the Committee for further review and study, and, if deemed appropriate, subsequent resubmission to the Chief for his approval or disapproval or modifications. Any response by the Chief shall be made in a reasonable amount of time.

Should the Committee and the Chief be unable to agree over any work rule, the Mayor shall decide the issue.

13.03 Rules and regulations shall be administered as equitably as possible upon all employees.

#### **ARTICLE 14 - PERSONNEL FILES AND POLICY**

14.01 Understanding that in the Administration of the Department the Employer maintains individual personnel files, the employee may, and on an annual basis, be permitted to review their personnel file with at least a five (5) calendar day written request. In addition, a department member may inspect his/her file once in direct response to a pending grievance or official matter.

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

14.03 When a department member is charged with or is under investigation for contended violations or departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the officer's name, photograph or personal information, and the extent of disciplinary action taken or contemplated until such time as final interdepartmental ruling has been made and served upon the officer.

14.04 Discipline will be treated as follows:

- (a) Written reprimands will no longer be counted if, after two (2) years, there have been no additional disciplinary violations.
- (b) Suspensions will no longer be counted if, after three (3) years, there have been no additional disciplinary violations.

Thereafter, such reprimand or suspension will not be used for future discipline.

#### **ARTICLE 15 - LABOR-MANAGEMENT COMMITTEE**

15.01 There shall be created a Labor-Management Committee comprising of not more than three (3) representatives of the Employer and Union, respectively. Such Committee shall meet as requested by either party to discuss matters of mutual concern, except that matters subject to negotiations or grievance shall not be discussed without mutual agreement of the parties.

#### **ARTICLE 16 - LOCKERS**

16.01 Each employee shall normally be assigned two (2) personal lockers which shall be the sole responsibility of the employee to clean, and no other employee of the Employer, supervisory or otherwise, shall be permitted access to such personal lockers without the employee assigned to the lockers or Union representative being present at such inspection.

#### **ARTICLE 17 - CONTRACTING**

17.01 The Employer shall not contract out any work that results in the layoff of any members of the bargaining unit.

#### **ARTICLE 18 - PROBATIONARY PERIOD**

18.01 The probationary period for all newly hired employees shall not exceed twelve (12) months.

18.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees, and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

18.03 Employees shall not be entitled to sick leave, holidays or funeral leave, until the successful completion of sixty (60) continuous calendar days of employment.

18.04 Upon hire, an employee shall be provided an initial basic uniform issue, as determined by the Fire Chief. Upon the successful completion of ninety (90) continuous calendar days of employment, the employee shall be given the difference between the cost of the initial uniform issue and the annual uniform allowance. An employee who voluntarily leaves the employment of the City of Fairview Park within the probationary period set forth in Section 18.01, above, shall be required to reimburse the City of Fairview Park for all training and uniform costs as a condition precedent to receiving his final paycheck.

#### **ARTICLE 19 - DEFINITION OF SENIORITY**

19.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period, which will be added to his total length of continuous employment.

19.02 An employee's seniority shall be terminated when one or more of the following occur:

- (a) He resigns;
- (b) He is discharged for just cause;
- (c) He is laid off for a period of time exceeding twelve (12) months;
- (d) He retires;
- (e) He fails to report for work two (2) consecutive working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;

(f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;

(g) He refuses to recall or fails to report to work within five (5) working days from the date the employee receives a recall notice by certified mail.

19.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by their ranking on the Civil Service Eligibility list at time of hire.

19.04 Where, because of lack of work, lack of funds or reorganization resulting in abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union President or his designee no less than fourteen (14) days in advance of any such layoff, indicating how many employees will be affected and what department(s) are being reduced. Such reduction shall be made in accordance with the provisions hereinafter set forth.

19.05 Employees within affected departments shall be laid off according to their relative seniority (within the department) with the least senior employees being laid off first, providing that all newly hired probationary employees are laid off first.

19.06 Recalls shall be in the inverse order of layoff and a laid-off employee shall retain high right to recall for twelve (12) months from the date of his layoff.

19.07 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the employee receives the recall notice shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

19.08 Employee(s) scheduled for layoff shall be given a minimum of seven (7) days' advance notice of layoff.

19.09 Each notice of layoff shall contain the following information:

- (a) The date of layoff or displacement becomes effective;
- (b) The employee's seniority date in the classification;
- (c) A statement advising the employee of the right to recall and re-employment.

19.10 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the City may, at its sole discretion, grant a reasonable extension, not to exceed thirty (30) days.

19.11 Recall lists shall be kept current by the City. The Union President shall be furnished and/or forwarded a copy of all recall lists as they are made current by the City.

#### **ARTICLE 20 - TRANSFERS**

20.01 Any time a man is to be transferred for a non-emergency reason, he will be given seven (7) days' advance notice. This entire seven (7) day period, or any portion of it, may be waived by mutual consent of the person being transferred and the Department.

20.02 Any routine and non-emergency shift transfers being made by the Department for the coming calendar year shall be posted prior to November 30, providing the necessity of such transfer is known by the Employer. In the event such a transfer is made subsequent to vacation selection, the Employer shall make provisions to protect the employees selected vacation periods when possible.

#### **ARTICLE 21 - SEVERANCE PAY**

21.01 Any employee whose employment with the Employer is voluntarily terminated shall be paid all accrued time at his normal hourly rate, except as otherwise provided in this Agreement. Longevity and uniform allowance payments shall be prorated.

## **ARTICLE 22- TOUR & STAND-BY**

22.01 Upon advance approval of the respective shift commanders, employees may exchange tours, or stand-by for each other providing the exchange does not interfere with the operation of the Fire Department.

## **ARTICLE 23 - SANITATION, MAINTENANCE AND UPKEEP**

23.01 The Employer agrees to supply and make available all materials required in the necessary day-to-day maintenance and upkeep of the Fire Station. The Employer furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within the Fire Station.

23.02 The employer agrees to provide \$1,000.00 for the Fairview Park Fire Department to purchase "household items" for the firehouse, effective for one year upon passage of this agreement by Fairview Park City Council. For the purposes of this clause, "household items" do not include major appliances (stoves, refrigerators, microwave ovens, etc.) or maintenance items. The Fire Department will follow the requirements of the finance department for expending these funds.

## **ARTICLE 24 - LIGHT DUTY**

24.01 When a member of the Fire Department is found to be fit to return to duty in a capacity less than normally performed, he may, at the discretion of the Employer, be returned to a status of Light Duty. All requests by employees for light duty shall be filed in writing, and must be with the express authorization, in writing, of the employee's personal physician. Based upon scheduling and performance considerations, such requests for light duty shall not be unreasonably denied.

## **ARTICLE 25 - MILITARY LEAVE**

25.01 Any employee who is a member of the reserve forces of the United States or of the State of Ohio, and who is ordered by the appropriate authorities to attend a training program or perform other duties under the supervision of the United States or of the State of Ohio, shall be granted a paid leave of absence during the period of such activity but not to exceed fifteen (15) calendar days in any calendar year. Such paid leave shall not reduce the employee's seniority status, vacation, sick leave or other benefits.

#### **ARTICLE 26 - ABSENCE FOR COURT APPEARANCES**

26.01 The Employer shall grant employees an absence without pay for court appearances, other than those pertaining to jury duty or court leave.

26.02 Any employee required to appear in court on behalf of the Employer due to a duty-related incident shall be paid a minimum of two (2) hours' pay or two (2) hours' work at the employees' regular rate of pay or regular overtime rate, as appropriate.

#### **ARTICLE 27 - JURY DUTY**

27.01 Any employee required to serve as a juror shall suffer no loss in pay for such time served, providing the employee surrenders any compensation paid for such jury duty to the Employer.

#### **ARTICLE 28 - MATERNITY LEAVE**

28.01 An employee who becomes pregnant may utilize sick leave benefits for periods of incapacitation, as though such sick leave was for any type of illness, at any time during her term of pregnancy. She may be granted up to a one (1) year leave of absence, without pay, which shall not extend later than fifty-two (52) weeks after the date of termination of her pregnancy.

#### **ARTICLE 29 - FUNERAL LEAVE**

29.01 Employees shall be entitled to one (1) tour of duty off with pay, upon a death in the immediate family, for the purposes of attending such relative's funeral. For the purpose of

this article, "immediate family" shall be defined as including the employee's parents, spouse, child, brother, sister, parents-in-law, grandparents, grandchildren, and brother and sister-in-law if actually residing with the employee. If a death in the immediate family occurs while the employee is on duty, he shall be excused for the remainder of the tour, and such time shall not be charged to leave of any kind. In the event the brother or sister-in-law does not reside with the employee, leave shall be permitted only to the extent that the employee attends the funeral and returns to his shift. If the death occurs outside of the State of Ohio, the employee shall be granted a leave of absence of seven (7) days. Leave shall commence at the time of death and shall not be deducted from sick leave.

#### **ARTICLE 30 - SICK LEAVE**

30.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) serious illness, injury or death in the employee's immediate family; and/or (4) the birth of a child. Sick leave for paternity purposes shall not be used in excess of three(3) tours of duty per birth. In cases of birth complications accompanied by a physician's note, sick time can continue to be used by the employee. Routine medical, dental, and optical examinations will not be covered by sick leave.

30.02 All employees shall earn sick leave at the rate of five and seventy-three hundredths (5.73) hours for every ninety-nine and six tenths (99.6) hours worked and may accumulate such sick leave to an unlimited amount.

30.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one hour before the start of his work shift each day he is to be absent.

30.04 Sick leave may be used in segments of not less than one (1) hour.

30.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to the Employer, or may require the employee to be examined by a physician designated by the Department Head 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.

30.06 If an 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 Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

30.07 Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Excessive use shall be defined as situations where sick leave usage exceeds the annual accrual rate for non-bona fide medical reasons.

30.08 The Department Head may require an employee who has been absent due to serious personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician knowledgeable in the field designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

30.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, and parents actually 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, parents-in-law, grandparents and grandchildren.

30.10 An employee who is laid off will, if recalled, have available for his necessary use any unused sick leave existing at the time of his layoff. An employee who transfers from another public employer in the State of Ohio within ten (10) years of separation of such employer shall be credited with the unused balance of his accumulated sick leave, providing such sick leave was not "bought out" upon his separation.

30.11 Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement or death multiplied by one-half ( $\frac{1}{2}$ ) the total number of accumulated but unused sick hours earned by the employee, as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed one thousand three hundred and seven (1,307) hours.

30.12 Employees who do not use sick leave during each calendar month shall be entitled to two and one half ( $2\frac{1}{2}$ ) hours of comp time for each month in which no sick leave is used. Payout of this comp time is specifically described in section 35 of this contract.

### **ARTICLE 31 - INJURY LEAVE**

31.01 When an employee is injured in the line of duty, while actually working for the Employer, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, provided he files under Workers' Compensation rules and regulations of the State of Ohio for monetary compensation for his injuries incurred as a City employee.

31.02 An absence for a period of three (3) consecutive tours of duty or less may not be charged against accumulated sick leave for minor work-related injuries not covered above if an employee supplies adequate and written proof from the health care provider treating his injuries to his Department Head.

31.03 It is the employee's responsibility to provide the "burden of proof" upon the official written request of the Bureau of Workers' Compensation in order for the Bureau to certify his claim. If the failure to provide timely information by the employee prevents the certification of the employee's claim, injury leave will be denied by the Employer and will result in the appropriate charge to the employee's accumulated sick leave balance. If information is not provided through no fault of the employee, injury leave will not be denied for failure of the employee to provide "burden of proof."

31.04 If at the end of this ninety (90) day period the employee is still disabled, the leave may, at the Employer's discretion, be extended for additional ninety (90) calendar day periods, or parts thereof. An employee may, before the end of the second ninety (90) day leave period, provide the Employer a written statement from the employee's treating physician which states that the employee is not permanently disabled and will probably return to work before the end of a third ninety (90) day period, or such reasonable extension thereof as is agreed to by the Employer. Based on such representation, the Employer may, at its discretion, grant such additional ninety (90) day leave.

31.05 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The physician shall be knowledgeable in the field to treat and diagnose affected area/injury, and such exam shall be paid by the City. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

## ARTICLE 32 - VACATION LEAVE

32.01 Vacation allowance shall be earned annually based on the following schedule:

<u>40 hour week</u>	<u>49.8 hour week</u>
2 weeks	5 24-hour tours of duty after 1 year
3 weeks	7 24-hour tours of duty after 5 years
4 weeks	10 24-hour tours of duty after 10 year
5 weeks	12 24-hour tours of duty after 15 years
6 weeks	15 24-hour tours of duty after 23 years

32.02 Vacations shall be selected within each shift by first the shift captain, then the shift lieutenant and then fire fighters by seniority. The senior man shall begin the selection process under the following guidelines — he may elect to take as many earned vacation days in a row as he is entitled to, or he may choose any number of tours to be used randomly, up to seven (7), if eligible. The selection will then pass to the next senior man for his selection, pursuant to the above. After all shift members have made that selection, the choice shall return to the senior man on the shift and he will pick his remaining vacation in any increment of days that he so desires.

32.03 Vacations can start on any regularly scheduled work day.

32.04 Vacations will be picked by January 1 of each year.

32.05 Days off shall be taken in the following priority:

- (a) vacation time;
- (b) holidays; and
- (c) hours days.

32.06 Vacation eligibility will be re-established if a verified illness or injury incapacitating the employee causes a vacation period to be changed.

## ARTICLE 33 - HOLIDAYS

33.01 Every member of the Fire Department who works a twenty-four (24) hour tour of duty shall be entitled to be off one (1) working day every three (3) months, plus three (3)

additional working days off selected at random during the calendar year. All such days off shall be in lieu of any holidays. Each day off will be equal to one (1) twenty-four (24) hour tour of duty.

33.02 Any member of the Fire Department working a forty (40) hour workweek shall have the following days off with pay: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, their birthday and four (4) extra days selected randomly during the calendar year. If any of the aforesaid days falls on a Saturday or Sunday, when such holiday is not being observed on Monday, such employee shall receive comparable time off with pay on a date designated by the Mayor...

33.03 An employee shall be paid an additional twelve(12) hours for each holiday actually worked, the following shall be designated as holidays:

New Year's Day	Thanksgiving Day	Memorial Day
Christmas Day	July 4th	Employee's Birthday
Labor Day		

33.04 Any employee who works on a state recognized holiday, not to exceed ten (10) holidays, shall be paid an additional one(1) hour for each two(2) hours for each such shift worked.

33.05 In the event any employee is transferred to another shift, and has previously selected a holiday, to the extent that such holiday will not require the replacement of the employee, at an overtime rate, such holiday selection will stand as made.

33.06 Employees who work on Thanksgiving, Christmas and New Year's Day shall be paid at time and one-half (1-1/2).

### ARTICLE 34 - WORKWEEK

34.01 Employees shall work a normal average workweek of forty-nine and eight tenths (49.8) hours, consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty.

In order to comply with the Fair Labor Standards Act, each employee shall receive one (1) day off, each twenty-seven (27) day work period, in accordance with existing departmental policy.

### ARTICLE 35 - OVERTIME

35.01 All overtime shall be paid according to the respective employee's forty-nine and eight-tenths (49.8) hour rate, times one and one-half (1½).

35.02 Any off-duty employee called into work to staff the station during an emergency shall be granted a minimum of three and one half (3 1/2) hours' pay, or work, at the overtime rate set forth in paragraph 35.01 above, so long as such time does not overlap or abut the employee's regularly scheduled shift. Any off-duty employee called into work to provide coverage for on-duty employee that has been called in for a random drug test shall be granted a minimum of two (2) hours pay, or work, at the overtime rate set forth in paragraph 35.01 above. Any off-duty employee that attends a "we-share" provided paramedic class shall be granted a minimum of two (2) hours pay, or work, at the overtime rate set forth in paragraph 35.01 above. .

35.03 Each member of the bargaining unit has the option of receiving pay, or compensatory time not to exceed one hundred twenty (120) hours, for hours of overtime worked. The employee may choose whether to be paid or bank overtime hours. If an employee's "comp bank" reaches one hundred twenty (120) hours, all overtime thereafter shall be paid. The Employer will update the "comp bank" records on a quarterly basis. Comp time may be taken off at times approved of by the Fire Chief or his designee and not causing further overtime for

replacement. Compensatory time will be scheduled by the employee subject to the approval of the Chief or his designate

35.04 Employees shall be able to cash out the actual dollar amount of accumulated comp time, provided the following:

- (a) Employees may cash out up to sixty (60) hours of accumulated comp time each payout period in whole hour increments.
- (b) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout.
- (c) Payouts of accumulated comp time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

35.05 Effective January 1, 1991, overtime shall be paid at the forty-nine and eight-tenths (49.8) hour rate.

#### **ARTICLE 36 - PAY DAY**

36.01 The bi-weekly paychecks shall be made available to employees no later than 4:00 p.m. on Thursday of pay week, unless unforeseen circumstances occur in the Finance Department.

#### **ARTICLE 37 - HOSPITALIZATION/LIFE INSURANCE**

The City and all employees have cooperated in the creation of the new medical insurance program.

37.01 (1) Commencing January 1, 2014 and effective through December 31, 2016, the Employee will pay fifteen (15%) of the cost of said medical insurance plan. The employee with the family coverage shall pay ten dollars (\$10) per month for dental care and one dollar (\$1) per month for vision care; the employee with the single plan shall pay five dollars (\$5) per month for dental care and fifty-cents (\$0.50) per month for vision care.

- (a) Employees who opt out of the City provided medical plan after January 1, 2012 will be compensated on the following basis:

Single — \$50.00 per month payment  
 Family — \$100.00 per month payment

Employees who opt out of the City provided plan must submit a letter to the Finance Director demonstrating proof of medical coverage by another plan.

(b) The Employer expressly reserves the right to change coverages or carriers, so long as the new coverage is commensurate with or better than the existing coverage. Coverage under this Contract includes Medical Benefits, Prescription Benefits, Dental Benefits and Vision Benefits, the details of which are included in the plan document provided to employees by the carrier.

(c) In the event of any dispute as to coverage hereunder, such dispute must be addressed by the employee to the appeal committee set forth in the handbook and shall not be subject to any grievance or arbitration procedure herein contained.

- (2) The total Employee Medical, The total employee medical, dental, and vision costs

for calendar year 2014 are as follows:

EPO	
Family	Single
\$225.25	\$76.92

HEALTH SAVINGS	
Family	Single
\$214.11	\$80.70

37.02 The City will administer for the benefit of the employees:

- (a) A Health Savings Account (HSA);  
 (b) A Health Flexible Savings Account (FSA);

Both accounts will be administered in compliance with applicable Internal Revenue Codes.

37.03 The City shall establish a Cost Containment Committee. The Union shall participate in this committee by sending one delegate to the committee. The

committee shall be comprised of City management and a delegate from each union and non-union employee group. The purpose of this committee shall be to review and recommend changes in health care coverage, if any, to the City Administration in keeping with sound fiscal management of the City and deliverance of the most cost-efficient health care to its employees. The Committee shall meet on a quarterly basis or more often as needed. After reviewing the recommendations of the Cost Containment Committee, the City shall make a final decision based on sound fiscal management of the City and deliverance of the most cost-efficient health care coverage to its employees.

37.04 The Employer shall pay the full premium for a fifty thousand dollar (\$50,000.00) term life insurance policy for each employee with an additional fifty thousand dollar (\$50,000.00) policy for accidental death.

#### **ARTICLE 38 - RATES OF PAY**

38.01 All bargaining unit employees' basic wages are set forth in Exhibit A. Increases are calculated as follows:

2014	2.75%
2015	1.75%
2016	1.75%

38.02 The City shall maintain a thirteen percent (13%) differential between the Lieutenant's base wage and the base wage of the City's highest fire fighter's base rate, and a thirteen percent (13%) differential between the Lieutenant's base wage and the Captain's base wage.

38.03 When an ambulance is required to respond to an emergency and the officer on duty is not in command of that squad, a fire fighter appointed by the Chief or his designee, will

be designated as the squad leader and will receive forty dollars (\$40.00) per twelve (12) hour time period that the fire fighter is designated as the squad leader. .

38.04 Hazardous Material Pay.

(a) Hazardous Material Operations Pay. All certified employees, not otherwise receiving hazardous materials technician pay under Section 38.04(b), shall receive a Two Hundred Fifty Dollar (\$250.00) annual bonus.

(b) Hazardous Material Technician Pay. All certified employees (no more than six (6)) shall receive a Five Hundred Dollar (\$500.00) annual bonus.

38.05 Base rates of pay are hereby attached hereto and made a part hereof and marked Exhibit "A."

38.06 Any new employee hired after May 1, 2009 shall be paid as provided in Exhibit B attached hereto and made a part hereof.

**ARTICLE 39 - TUITION REIMBURSEMENT**

39.01 The City will reimburse tuition, or registration, on a course basis for a work-related course of study in fire science, medical, or other approved course to an employee who receives a grade of "B" or better, or a certificate of completion, in the course. This reimbursement is limited to a lifetime maximum per employee of Five Thousand Dollars (\$5,000.00).

**ARTICLE 40 - LIABILITY**

40.01 Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Fairview Park.

40.02 The employee shall be represented, to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall have available the remedy guaranteed at O.R.C. 2744.07(C).

40.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

#### **ARTICLE 41 - MILEAGE**

41.01 All employees when required by the Employer to use their own vehicle for the Employer's business shall be paid mileage according to existing ordinance.

#### **ARTICLE 42 - SCHOOLING**

42.01 When the Employer requires an employee to participate in assigned extra education or training, all tuition expenses and lodging will be paid by the Employer.

42.02 When a member is sent to school for five (5) days or more, the member shall be on a forty (40) hour work week, commencing Sunday through Saturday.

42.03 In the event an employee is required to attend training out of town, accommodations will be arranged at a place of lodging giving the employee a private room with a private bath. Upon the presentation of proper receipts, the employee may be reimbursed up to fifty dollars (\$50.00) per day for allowable expenses as defined by the Finance Department.

#### **ARTICLE 43 - PENSION "PICK-UP"**

43.01 As permitted by the Internal Revenue Service and Police and Fire Disability and Pension Fund, the Employer agrees to implement the "salary reduction" method for pension "pick-up." Such plan will take effect upon approval of the Pension Board.

43.02 The employee's gross pay will be reduced by the employee's 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

employee's W-2 form, thus deferring taxes and the pension contribution and increasing the employee's take home pay.

**ARTICLE 44 - LONGEVITY**

44.01 All employees will be awarded longevity payments at the rate of one hundred dollars (\$100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars (\$500.00), which will be paid in a lump sum in the first pay period in December of each year. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employee's successive anniversary dates according to this procedure and the below listed longevity schedule.

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

**ARTICLE 45 - UNIFORM ALLOWANCE**

45.01 The Employer will pay all employees a uniform allowance annually, in two equal payments according to the following schedule:

Effective 2014 —	\$1,650.00
Effective 2015 —	\$1,650.00
Effective 2016 —	\$1,650.00

45.02 The Employer shall continue to provide the appropriate "turn-out" gear to employees.

45.03 The Employer shall buy initial issue uniforms and replace torn and damaged uniforms, except for wear and tear. In the event the Employer substantially changes the employee "uniform," or any part thereof, the Employer shall provide one (1) issue of those uniform items that have changed to each employee. In the event of a change as contemplated above, each employee shall be subject to an annual deductible of twenty-five dollars (\$25.00).

#### **ARTICLE 46 - DRUG FREE WORK PLACE**

The parties agree to a random drug-free workplace program as defined by the State of Ohio Bureau of Workers' Compensation on the basis that all employees in the City will be subject to such program.

#### **ARTICLE 47 - TOTAL AGREEMENT**

47.01 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 at the sole discretion of the Employer, upon advance notice to the Union.

47.02 Any such modification(s) or discontinuance(s) shall be implemented in an equitable and non-discriminatory manner.

#### **ARTICLE 48 - CONFORMITY TO LAW**

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

48.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between, the parties or in one not between the parties but controlling by reasons of 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(s) thereof had not been included herein.

#### **ARTICLE 49 - OBLIGATION TO NEGOTIATE**

49.01 The Employer and the Union acknowledge that during negotiations which preceded this Agreement, 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 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.

49.02 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 bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

#### **ARTICLE 50 - GENDER AND PLURAL**

50.01 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 51 - HEADINGS**

51.01 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 not effect any interpretation of any article or section.

#### **ARTICLE 52 - GRIEVANCE PROCEDURE**

52.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. All grievances shall be submitted on proper form.

52.02 For the purposes of this procedure, the below listed terms are defined as follows:

- (a) Grievance — A “grievance” shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation of only the specific and express written provision of this Agreement.
- (b) Aggrieved party — The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- (c) Party in Interest — A “party in interest” shall be defined as any employee of the employer named in the grievance who is not the aggrieved party.

Days — A “day” as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

52.03 The following procedures shall apply to the administration of all grievances filed under this procedure:

(a) Except at Step 1, all grievances shall include: 1) the name and position of the aggrieved party; 2) the identity of the provisions of this Agreement involved in the grievance; 3) the time and place where the alleged event or conditions constituting the grievance took place; 4) the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and 5) a general statement of the nature of the grievance and the redress sought by the aggrieved party.

(b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

(c) 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 at Step 3.

(d) The preparation and processing of grievances may be conducted during working hours, providing such preparation and processing does not interfere with the operation of the Department.

(e) The aggrieved party or Union representative, or necessary witnesses, shall suffer no loss in pay for time away from their City job while attending meetings pursuant to steps of the grievance procedure when scheduled at the Employer's convenience or arbitration hearings.

(f) 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 a 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.

(g) The grievant may choose whomever he wishes to represent him at any step of the grievance procedure.

(h) This shall be the sole and exclusive procedure for disputes concerning any type of discipline or discharge actions.

(i) 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 grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

(j) 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.

(k) All grievances resulting from Department Policy or Order, or at the Chief's level, shall commence at Step 3 of the grievance procedure. All other grievances shall commence at Step 1 unless specified differently herein.

(l) Upon answering the grievance, the City shall provide, to the Union, a copy of the grievance, as filed, and the City's answer thereto. The Union may keep the original of the grievance but must submit to the City a copy bearing the original signature of the Union president.

52.04 All grievances shall be administered in accordance with the following steps of the grievance.

**Step 1:** An employee who believes he may have a grievance shall notify his immediate supervisors of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. The employee may request the supervisor's decision to be in writing. If the supervisor fails to respond to the request for a written answer, the dispute shall be moved to Step 2.

**Step 2:** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and/or his representative, if any, and presented as a grievance to the aggrieved party's supervisor within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the supervisor fails to give the aggrieved

party an answer. The Supervisor shall give his answer to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days of the receipt of the written grievance.

**Step 3:** If the aggrieved party initiating the grievance is not satisfied within the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the aggrieved party's Chief within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decision shall be submitted with the appeal. The Chief shall convene a meeting within five (5) days of the receipt of the appeal. The meeting will be held with the aggrieved party and/or his representative, if he requests one. The Chief shall issue a written decision to the aggrieved party, with a copy to the aggrieved party's representative, if any, within five (5) days from the date of the meeting.

**Step 4:** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor, or his designee, shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor, or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 4, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

## ARTICLE 53 - ARBITRATION PROCEDURE

53.01 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 time limit default(s) of the Employer, then, within ten (10) days after the rendering of the decision at Step 4, or a time limit default by the Employer at Step 4, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, the panel members' names will be stricken alternatively (Union striking first) until one name remains, who shall be designated the arbitrator to hear the grievance in question.

53.02 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.

53.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except by mutual written agreement of the parties.

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

53.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be shared equally by the parties. 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.

53.06 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.

53.07 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.

**ARTICLE 54 - DURATION**

54.01 This Agreement shall become effective on January 1, 2014, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, December 31, 2016.

**ARTICLE 55 - EXECUTION**

55.01 IN WITNESS THEREOF, the parties hereto have set their hands and seal this 14 day of June, 2014.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1057,  
AFL-CIO

By: Michael W. Friedman

By: [Signature]

By: [Signature]

Date: 6/10/2014

CITY OF FAIRVIEW PARK, OHIO

By: Eileen A. Patton

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

The legal form and correctness of  
this document is hereby approved.

Director of Law  
City of Fairview Park

## EXHIBIT A

### EMPLOYEES HIRED PRIOR TO MAY 1, 2009

	<b>2014 Actual</b>	<b>2015 Actual</b>	<b>2016 Actual</b>
Captain	\$88,871.19	\$90,426.43	\$92,008.90
Lieutenant	\$78,653.66	\$80,030.10	\$81,430.63
Fireman 4	\$69,633.50	\$70,852.09	\$72,092.00
Fireman 3	N/A	N/A	N/A
Fireman 2	N/A	N/A	N/A
Fireman 1	N/A	N/A	N/A
	<b>2014 Biweekly</b>	<b>2015 Biweekly</b>	<b>2016 Biweekly</b>
Captain	\$3,418.12	\$3,477.94	\$3,538.80
Lieutenant	\$3,025.14	\$3,078.08	\$3,131.95
Fireman 4	\$2,678.21	\$2,725.08	\$2,772.77
Fireman 3	N/A	N/A	N/A
Fireman 2	N/A	N/A	N/A
Fireman 1	N/A	N/A	N/A
	<b>2014 Hourly</b>	<b>2015 Hourly</b>	<b>2016 Hourly</b>
Captain	\$34.32	\$34.92	\$35.53
Lieutenant	\$30.37	\$30.90	\$31.45
Fireman 4	\$26.89	\$27.36	\$27.84
Fireman 3	N/A	N/A	N/A
Fireman 2	N/A	N/A	N/A
Fireman 1	N/A	N/A	N/A

**EXHIBIT B**

**EMPLOYEES HIRED ON OR AFTER MAY 1, 2009**

	<b>2014 Actual</b>	<b>2015 Actual</b>	<b>2016 Actual</b>
Fireman 4	\$69,634.34	\$70,851.46	\$72,094.46
Fireman 3	\$61,995.02	\$63,082.66	\$64,196.18
Fireman 2	\$54,381.60	\$55,339.75	\$56,297.90
Fireman 1	\$46,794.07	\$47,622.74	\$48,451.42
	<b>2014 Biweekly</b>	<b>2015 Biweekly</b>	<b>2016 Biweekly</b>
Fireman 4	\$3,245.16	\$2,541.43	\$2,566.84
Fireman 3	\$2,871.82	\$2,263.84	\$2,286.48
Fireman 2	\$2,541.43	\$1,986.24	\$2,006.10
Fireman 1	\$2,478.62	\$1,708.65	\$1,725.74
	<b>2014 Hourly</b>	<b>2015 Hourly</b>	<b>2016 Hourly</b>
Fireman 4	\$26.89	\$27.36	\$27.84
Fireman 3	\$23.94	\$24.36	\$24.79
Fireman 2	\$21.00	\$21.37	\$21.74
Fireman 1	\$18.07	\$18.39	\$18.71

**MEMORANDUM OF UNDERSTANDING NUMBER TWO**

**BETWEEN THE**

**CITY OF FAIRVIEW PARK AND IAFF, LOCAL 1057**

The City of Fairview Park and IAFF, Local 1057 agree as follows:

If a shift should fall below the six (6) assigned firefighters due to the appropriate use of firefighter injury or sick leave, the City will authorize overtime to maintain the minimum staffing level of six (6) at an annual cap of sixty thousand dollars (\$60,000.00). Once the sixty thousand dollars (\$60,000.00) has been expended, the City will not be required to call in overtime when a shift falls to five (5) firefighters because of an appropriate use of paid sick leave or injury leave.

Overtime costs associated with maintaining at least one on duty Officer in Charge (OIC) shall not reduce the sixty thousand dollars (\$60,000.00) allocated overtime budget due to the fact that an OIC of the daily shift is a separate requirement of the Fire Department Rules and Regulations and would be an incurred cost regardless of minimum daily staffing requirements.

The foregoing is the agreed-to understanding of the parties.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1057, AFL CIO

CITY OF FAIRVIEW PARK, OHIO

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

The legal form and correctness of  
This document is hereby approved

By: \_\_\_\_\_

Director of Law  
City of Fairview Park

**MEMORANDUM OF UNDERSTANDING NUMBER ONE**

**BETWEEN THE**

**CITY OF FAIRVIEW PARK AND IAFF, LOCAL 1057**

The City of Fairview Park and IAFF, Local 1057 agree as follows:

The City agrees to assign eight (8) firefighters to each of the three (3) shifts. When an individual shift has eight(8) firefighters assigned, up to two(2) firefighters may be granted paid time off in accordance with the Collective Bargaining Agreement

If there are eight (8) or fewer firefighters assigned to a shift and, due to a combination of paid time off and paid sick leave use, fewer than six (6) firefighters report to work for that particular shift, the City is required to authorize overtime in order to ensure that there are six (6) firefighters working for that particular shift.

If, due to the departure of a firefighter from the employment of the City for any reason a shift falls below eight (8) firefighters assigned, the City will have up to sixty (60) days to fill the position and return assigned shift strength to eight (8) firefighters before the requirement applies to call in overtime as described above. A firefighter who is terminating his or her employment with the City must inform the Fire Chief and the Mayor in writing not less than ninety (90) days in advance of his or her last day of work.

The foregoing is the agreed-to understanding of the parties.

INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS, LOCAL 1057, AFL CIO

By: Michael W. [Signature]

By: [Signature]

By: [Signature]

Date: 7/10/14

CITY OF FAIRVIEW PARK, OHIO

By: Mayor Eileen G. Patton

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: 6/16/14

The legal form and correctness of  
This document is hereby approved

By: \_\_\_\_\_  
Director of Law  
City of Fairview Park

CITY OF FAIRVIEW PARK  
ORDINANCE NO. 14-35  
REQUESTED BY: MAYOR EILEEN PATTON  
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FAIRVIEW PARK, OHIO, TO ENTER INTO AN AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF PROFESSIONAL FIREFIGHTERS, LOCAL 1057, AFL-CIO AND DECLARING AN EMERGENCY

WHEREAS, the Administration has conducted negotiations with the International Association of Professional Firefighters Local 1057, AFL-CIO as the bargaining representative for certain employees of the Fire Department for 2014-2016 as provided in the current Collective Bargaining Agreement; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, the Administration has reviewed such proposal; recommends it to Council; and requests that Council ratify and adopt such Agreement.

**NOW THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:**

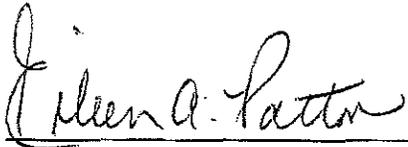
SECTION 1. That the Mayor is hereby authorized to enter into an Agreement with the International Association of Professional Firefighters Local 1057, AFL-CIO on behalf of certain employees of the Fire Department, a copy of which is attached hereto as "Exhibit A", with such revisions that may be made by the Director of Law and approved by the Mayor without altering the substance thereof.

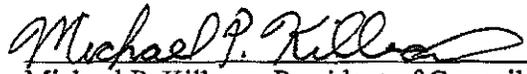
SECTION 2. It is found and determined that all formal actions of this council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this council, and that all deliberations of this council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

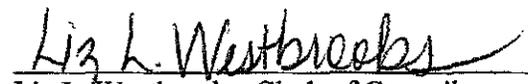
SECTION 3. That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

SECTION 4. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare and for the further reason that it will immediately comply with the terms of the agreement, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 06.16.14  
APPROVED: 06.17.14

  
\_\_\_\_\_  
Eileen Ann Patton, Mayor

  
\_\_\_\_\_  
Michael P. Kilbane, President of Council

  
\_\_\_\_\_  
Liz L. Westbrook, Clerk of Council

1<sup>st</sup> reading: 06.16.14  
2<sup>nd</sup> reading: Suspended  
3<sup>rd</sup> reading: Suspended