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01/07/2014

COLLECTIVE BARGAINING AGREEMENT
BETWEEN

THE CITY OF TORONTO, OHIO

-AND-

LOCAL 2229
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
AFL-CIO

SERB Case Number 13-MED-11-~~1327~~
1527

For the period

January 1, 2014

Through

December 31, 2016

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ARTICLE 1 -- PREAMBLE

This Collective Bargaining Agreement is concluded and finally executed in the City of Toronto, County of Jefferson, on the 20th day of December, 2013, by and between THE CITY OF TORONTO, OHIO, hereinafter called EMPLOYER; and LOCAL 2229, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, hereinafter called UNION.

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

ARTICLE 2 -- RECOGNITION

- A. The EMPLOYER agrees to recognize the UNION as the sole and exclusive bargaining agent for the sworn and uniformed members of the Toronto Fire Department.
- B. The EMPLOYER agrees to deduct, once each month, dues and assessments in the amount certified to be current by the Secretary- Treasurer of the Local Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month, by the EMPLOYER to the Treasurer of the UNION.
- C. The EMPLOYER agrees to payroll deductions for U. S. Savings Bonds, if so requested by the Employee.
- D. The EMPLOYER further agrees not to discriminate against an Employee for his activity on behalf of, or membership in, the UNION.

ARTICLE 3 -- UNION BUSINESS

- A. Employees elected to Union offices shall be granted time off, without pay, to perform their Union functions, including attendance at conventions, conferences, and seminars.
- B. The members of the negotiating team shall be allowed time off without pay for all meetings which shall be mutually set by the EMPLOYER and the UNION.

2. From and after January 1, 2015, the regular annual salary of all members of the

UNION shall be as follows:

- | | |
|--------------------------|---------------------------------|
| a. Starting Fire Fighter | \$25,483.58 |
| b. Fire Fighter | \$30,878.00 1% increase on base |
| c. Captain | \$32,931.41 1% increase on base |

3. From and after January 1, 2016, the regular annual salary of all members of the

UNION shall be as follows:

- | | |
|--------------------------|---------------------------------|
| a. Starting Fire Fighter | \$25,738.42 |
| b. Fire Fighter | \$31,186.78 1% increase on base |
| c. Captain | \$33,260.72 1% increase on base |

4. Effective January 1, 1999, the EMPLOYER agrees that new hirees shall serve a probationary period not to exceed six (6) months. The UNION agrees that new hirees shall receive a Starting Fire Fighter wage for a period not to exceed two (2) years from date of original appointment.

- B. To determine the basic hourly rate of pay, an employee's annual salary shall be divided by 2,080 hours.
- C. Shift differential shall be an additional compensation of \$.30 per hour for afternoon shift (3:30 p.m. - 11:30 p.m.), and \$.35 per hour for midnight shift (11:30 p.m. - 7:30 a.m.). Shift differential shall be included in figuring the basic hourly rate of pay for overtime purposes when working overtime on the afternoon and midnight shifts.
- D. Any monetary gain derived by any other department within the city shall also apply to each UNION member during the duration of this agreement, (Excluding Chief of the Fire Department, Chief of the Police Department, and any Elected Official).

ARTICLE 6 – CALLBACK AND OVERTIME

- A. All employees covered by the terms of this agreement, who are called back to work from off-duty, shall be paid one (1) hour minimum at 1 ½ times the basic hourly rate of pay. All over one (1) hour shall be actual time worked.
- B. All overtime incurred in the Fire Department shall be paid at the rate of one and one-half (1 ½) times the basic hourly rate of pay except for holidays which shall be two and one-half (2 ½) times the basic hourly rate of pay. However, no member of the Fire Department who works overtime on a holiday shall be entitled to both the premium overtime pay provided herein and the holiday bonus provided in Article 17.
- C. There shall be no cut in personnel due to vacations, sick leave, schooling, or funeral leave. These vacancies shall be filled on an overtime basis with no reduction in scheduled personnel. Regular full time personnel shall have the first option of working these vacancies. The only exception being an extended leave of absence falling under Section D of this same Article.
- D. If (as a result of extended illness, injury, military service or other incapacities to members of the full time staff of the Toronto Fire Department), vacancies in the manpower available to the fire department occur, the City of Toronto may, after thirty (30) days, temporarily hire a new employee from the current valid Civil Service list.

The temporary employee will be placed into a probationary status, paid at the probationary rate per the current contract, waive benefits provided to regular full time employees and will not be a member of the Bargaining Unit. A four (4) member evaluation panel consisting of the Mayor, Service Director, Fire Chief and a senior Union representative will administer the evaluation process during the probationary period.

The temporary employee hired in accordance with this section shall be employed on an intermittent basis, must have successfully completed that State of Ohio's 240 Hour Professional Firefighter Certification and hold a certification card prior to employment. In addition, the temporary employee must work the regularly scheduled shifts of the full time employee he (she) is replacing.

The temporary employee will only fill vacancies created by the extended illness, injury or military leave and shall not be used to work hours resulting from the normal use of leaves or vacation and will not be used to reduce overtime opportunities ordinarily available to members of the Bargaining Unit.

ARTICLE 7 – HAZARDOUS DUTY PAY

The EMPLOYER agrees to pay hazardous duty pay as a flat rate one time each calendar year of one thousand one hundred dollars (\$1,100.00). The hazardous duty pay shall be paid to employees on July 15 of each year. Each employee shall receive Hazardous Duty Pay separate from the regular pay.

ARTICLE 8 – SHIFT EXCHANGE

The employee, with the consent of City Management, shall have the right to exchange shifts when the change does not interfere with the operations of the Fire Department and does not create an overtime situation.

ARTICLE 9 – HOURS OF DUTY

The tour of duty shall be eight (8) hours per day and shall average forty (40) hours per week.

ARTICLE 10 – WORKING OUT OF CLASSIFICATION

Any person covered by this agreement who is required to accept responsibilities and carry out the duties of a position or rank above that which he normally holds, shall be paid his regular rate of pay.

ARTICLE 11 – OPERATORS INSURANCE

The EMPLOYER shall provide \$300,000.00 Liability Insurance protection for every member of the bargaining unit responsible for the operation of fire equipment.

ARTICLE 12 – CLOTHING ALLOWANCE

The annual clothing allowance shall be eight hundred dollars (\$800.00) per employee. All uniforms, protective clothing and necessary equipment required by employees to perform their jobs shall be furnished without cost by the City. The clothing allowance shall be paid by the City in one separate check specifically designated for this allowance and paid on February 15th of each year.

ARTICLE 13 – MILEAGE ALLOWANCE

- A. Employees required to use their private vehicles for Fire Department business, shall be compensated at the rate per mile approved from year to year by the IRS.
- B. The employee shall be reimbursed the following amounts for lodging and meals when traveling for Fire Department business:
 - 1. Lodging to actual rates per day, per single, not to exceed sixty-five dollars (\$65.00) per night single occupancy. Higher rates require prior approval of the Safety Director.
 - 2. Meals not to exceed twenty-five dollars (\$25.00) per day.

ARTICLE 14 – HOSPITALIZATION AND LIFE INSURANCE

- A. The EMPLOYER shall provide single and family hospitalization and major medical plan insurance coverage for all UNION employees. The EMPLOYER shall pay ninety percent (90%) of the cost of providing this insurance for each employee. Each employee shall pay ten percent (10%) of the cost of the insurance.
- B. Until all other Bargaining Units of city workers agree to an equivalent system for sharing the costs of health insurance, the City shall continue to pay one hundred percent (100%) of the cost of the hospitalization premium as it is currently provided.
- C. Employees who participate in the EMPLOYER'S prescription drug plan shall be responsible for the co-payment of the applicable generic and/or name brand prescription at the time of purchase. The EMPLOYER shall not be responsible for any co-pays.
- D. A representative selected by the Bargaining Unit shall represent the IAFF on a joint CITY-UNION committee examining Health Insurance coverage. The committee shall make its best efforts to keep substantially equivalent coverage in the future. CITY-UNION committee will

examine Health Insurance coverage in the event the current cost increases more than ten percent (10%) in a contract year.

- E. The EMPLOYER agrees to continue to contribute one hundred percent (100%) of the cost of the present \$15,000.00 life insurance policy now in effect on each employee.

ARTICLE 15 – FUNERAL LEAVE

- A. Any Employee losing work because of a death in the employee's immediate family, (Mother, Father, including Mother- In- Law and Father- In- Law, Children, Step- Children, Brother, Sister, Brother- In- Law, Sister- In- Law, Husband, Wife, Grandparents, Brother of the Employee's Spouse or Husband of the Employee's Sister, or the Sister of the Employee's Spouse, or the Wife of the Employee's Brother), shall be entitled to a maximum of five (5) work days (three (3) work days for local arrangements) of absence with pay to make funeral arrangements, attend the funeral, and/or carry out other responsibilities related to the death in the immediate family.
- B. The rate of such "Funeral Pay" shall be the basic hourly rate of the Employee.
- C. Employees shall make a reasonable effort to notify the Chief for said leave. Employees shall make their request for pay by completing the Request for Funeral Pay Form as provided by the City.

ARTICLE 16 – SICK LEAVE

- A. Sick leave with pay shall be accumulated at the rate of 4.6 hours for each eighty (80) hours service, as denoted by work actually performed, or accrued vacation, and its' accumulation shall be unlimited.
- B. Sick leave shall be administered in accordance with Ohio Revised Code Section 124.39 now in effect, and is not to be used as vacation or time off; provide however that the EMPLOYER hereby agrees too pay an Employee at the time of his/her retirement from active service and with ten (10) or more years of service one-half (1/2) of the value of his accrued but unused sick leave credit. The maximum payment shall be for one-half (1/2) of two hundred forty (240) days or a maximum of one hundred twenty (120) days for years 2008 and 2009. Starting 1 January, 2010, payment shall be one-half (1/2) of all accrued but unused sick leave credit.

C. If an employee takes no more than two (2) sick days per year, he is entitled to six (6) days pay at the end of the year. (See Ordinance 1981-5).

ARTICLE 17 – HOLIDAYS

A. The following ten (10) holidays are those which shall be recognized and observed:

- January 1 (New Year's Day)
- President's Day
- Good Friday
- May 30 (Memorial Day)
- July 4 (Independence Day)
- Labor Day
- Veteran's Day (November 11)
- Thanksgiving Day
- December 24 (Christmas Eve)
- December 25 (Christmas Day)

B. Each Employee shall be entitled to ten (10) days pay, payable annually on the first pay in December of each year, providing none of the ten (10) holidays has been used during that year to supplement his vacation. Each employee shall receive Holiday Pay separate from the regular pay.

C. Employees must work the last scheduled shift before and the first scheduled shift after the holiday to receive that holiday's pay.

D. Each Employee shall be entitled to three (3) paid absence days leave per year, with no loss of pay, vacation time, or sick leave. Paid absence days may be taken at each employee's discretion.

E. All actual hours worked on a holiday beyond scheduled time shall be at 2 ½ times regular pay (ie. callouts, extra turn) not to be compounded with any other holiday pay.

ARTICLE 18 – VACATION

A. Employees shall start to earn vacation allowance at their first date of employment, and must have one (1) year of employment prior to taking their vacation. Vacation shall not be accrued from year to year.

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

- Less than one year 1 week
- 1 year or more 2 weeks

- F. Schooling steps achieved after January 1, 2008 must be attained through current and future schooling. Hours attained prior to January 1, 2008 will not be used to advance schooling.

ARTICLE 20 – RULES AND REGULATIONS

- A. The UNION agrees that its' members shall comply with all Fire Department rules and regulations including those relating to conduct and work performances. The EMPLOYER agrees that departmental rules and regulations, which affect working conditions and performance, shall be subject to the Grievance and Arbitration procedures.
- B. City Management, along with the three (3) representatives of Local 2229, International Association of Firefighters, shall sit as a committee to update the Fire Department Rules and Regulations. This will be accomplished through mutual consent during the term of this agreement.
- C. If a mutual consent cannot be achieved, then the difference shall be subject to Article 22 of this Agreement.

ARTICLE 21 – PREVAILING RIGHTS

All rights, privileges, and working conditions enjoyed by the employees at the present time, which are not included in this Agreement, shall remain in full force, unchanged and unaffected in any manner during the term of this Agreement unless changed by mutual consent.

ARTICLE 22 – GRIEVANCE PROCEDURE

Grievances or disputes which may arise, including the interpretation of this Agreement, shall be settled in the following manner:

- STEP 1: The Union Grievance Committee, upon receiving a written and signed petition, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.
- STEP 2: If a grievance does exist, they shall, with or without the physical presence of the aggrieved Employee, present the grievance to the Chief of the Fire Department for adjustment.

- STEP 3: If, within five (5) business days the grievance has not been settled, it then shall be submitted to the Safety Director.
- STEP 4: If, within five (5) business days the grievance has not been settled, it shall be submitted to the Mayor.
- STEP 5: If, within twenty (20) business days the grievance has not been settled, it shall be submitted to arbitration for adjustment.
- STEP 6: Selection of Arbitrator must be made within five (5) days after receipt of the list of arbitrators.
 - a. The findings of the arbitration board shall be final and binding to all parties concerned.
 - b. The cost for the services of arbitration shall be shared equally by both parties of the arbitration.
 - c. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts.

ARTICLE 23 – RETIREMENT AND SEVERANCE PAY

- A. Members of the bargaining unit shall receive retirement and severance pay at the completion of service. Completion of service shall be defined as retirement or death only. As provided in this agreement said pay shall be no later than ninety (90) days after the date of separation. Notice shall be given in writing ninety (90) days in advance of the proposed date of separation.
- B. Such severance pay shall be based on the schedule of 1.5 days pay for each year of service.

ARTICLE 24 – LONGEVITY PAY

Full-time bargaining unit employees who have completed one (1) year of continuous service with the City shall receive longevity pay at the rate of two (2) dollars per month for each year of service.

ARTICLE 25 – SAVINGS CLAUSE

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

ARTICLE 26 – SAFETY AND HEALTH

- A. The EMPLOYER shall make reasonable provisions for the safety and health of its' Employees during the hours of their employment.
- B. The EMPLOYER, the UNION, and each employee shall comply with the applicable requirements of the Federal Occupational Safety and Health Act of 1970 and regulations issued there under.

ARTICLE 27 – LAYOFF AND RECALL

- A. Whenever the EMPLOYER determines that a layoff is necessary, the EMPLOYER shall notify the affected employee(s) in writing, at least thirty (30) calendar days in advance of the effective date of the layoff. The EMPLOYER, upon written request from the UNION, agrees to discuss with the representative(s) of the UNION the impact of the layoff on bargaining unit employees.
- B. When the EMPLOYER determines that a layoff will occur, employees will be laid off in accordance with their seniority beginning with the employee with the least seniority.
- C. Employees who are laid off shall be placed on a recall list for a period of thirty-six (36) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff.
- D. Notice of recall from a layoff shall be sent to the employee by registered mail with a copy to the UNION. The EMPLOYER shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.
- E. In the case of a recall, the recalled employee shall have three (3) calendar days following the receipt of the recall notice to respond to the EMPLOYER/designee and no more than seven (7) calendar days to return to work, unless the EMPLOYER agrees to an alternative date for the employee to return to work.

ARTICLE 28 – TERM OF AGREEMENT

This contract shall be effective on the 1st day of January 2014, and shall remain in full force and effect through December 31, 2016.

ON BEHALF OF LOCAL
2229, INTERNATIONAL
ASSOCIATION OF
FIREFIGHTERS, AFL-CIO

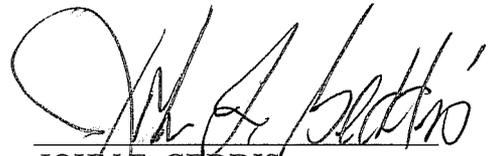


WILLIAM PERKINS
Bargaining Committee

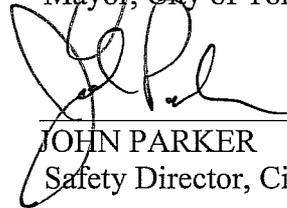


LAURENCE MOSTI
Bargaining Committee

ON BEHALF OF THE
CITY OF TORONTO, OHIO



JOHN F. GEDDIS
Mayor, City of Toronto



JOHN PARKER
Safety Director, City of Toronto