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AGREEMENT BETWEEN
THE CITY OF ELYRIA, OHIO
AND THE
ELYRIA FIRE FIGHTERS LOCAL #474
OF THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

SERB CASE # 2014-MED-03-0441

Effective July 1, 2014
through December 31, 2015

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PREAMBLE/PURPOSE

Section 1. This agreement is entered into between the City of Elyria, hereinafter referred to as the "City" or as the "Employer," and the Elyria Local #474 International Association of Fire Fighters, hereinafter referred to as the "Union."

Section 2. The City and the Union agree that they have entered into negotiations to establish this agreement, which has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized employer-employee relationship and to promote improved work performance;
- B. To provide for the peaceful and equitable adjustment of differences that may arise;
- C. To attract and retain qualified employees;
- D. To ensure the right of every employee of fair and impartial treatment;
- E. To provide an opportunity for the Union and the Employer to negotiate as to wages, benefits, and conditions of employment;
- F. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer through their representatives to exchange views and opinions on policies and procedures affecting the conditions of their employment; and,
- G. To provide for the orderly and harmonious employee relations in the interest not only of the parties but of the citizens of Elyria, Ohio.

Section 3. Toward this end, the parties hereto agree to devote every effort to assure that the City and the Union members and officers will comply with the clear provisions of this agreement. This agreement pertains to employees within the bargaining unit as defined hereunder.

ARTICLE 1 RECOGNITION

Section 1.1 The City recognizes the Union as the exclusive bargaining agent for all the employees of the Elyria Fire Department, with the exception of the Fire Chief and the Assistant Fire Chief who has been designated by the Fire Chief to serve as Fire Marshall, that are covered by the State of Ohio Fire Fighter Pension Laws.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1 Nothing herein shall be construed to restrict any constitutional, statutory, legal, or inherent exclusive management rights with respect to matters of general legislative or managerial policy. The City shall retain the right and the authority to administer the business of its

departments, and in addition to other functions and responsibilities which are not specifically modified by this agreement, it shall be recognized that the City has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, include the following:

- A. Determine the matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- D. Suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- E. Determine the adequacy of the work force;
- F. Determine the overall mission of the Employer as a unit of government;
- G. Effectively manage the work force;
- H. Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3
NO STRIKE/NO LOCKOUT

Section 3.1 Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety, and welfare of the operations or services of the Employer by its members.

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, sick out, walk out, slow down, or any other interruption of operations or services of the Employer by its members.

When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work; should the Union fail to post such notice, the Employer shall have the option of canceling any article, section, or subsection of the agreement. Any employee failing to return to work after notification by the Union as provided herein, or

who participates in or promotes such strike activities as previously outlined, may be discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section "A" above.

Section 3.2 Nothing herein shall restrict any statutory rights of the City to act in regard to an illegal strike by its employees.

ARTICLE 4 **UNION RIGHTS**

Section 4.1 Delegates appointed by the Union, not to exceed two (2) in number off duty at any time, shall be granted time off with no loss of pay, not to exceed a maximum of twenty (20) tours of duty over the contract term (three [3] years), not to exceed seven (7) tours of duty in any one (1) year, in order to perform their Union functions which include but are not limited to;

- Attendance at conventions;
- Attendance at conferences; and,
- Attendance at seminars.

Furthermore, when a Union member is elected to a State or National office, an additional one hundred (100) hours will be placed in the bank each year for use by that member. Additionally, the member elected to the State or National office shall be given additional leeway in scheduling time off.

Section 4.2 The Union shall give the City reasonable notice of their intent to exercise the rights herein.

Section 4.3 All vehicles operated by Union personnel may display I.A.F.F. decals.

Section 4.4 Subject to approval of the Fire Chief, which approval shall not be unreasonably withheld, Union meetings may be held at Station 1, provided that such meeting shall not interfere in any manner with the work of the employees on duty. Video conferencing from other firehouses is not a substitute for attendance at a single firehouse. Instead, members at other firehouses may attend the Union meeting in person so long as they are available to respond to calls.

ARTICLE 5 **SENIORITY**

Section 5.1 The Fire Department seniority of fire fighters shall be determined by the employee's initial date of permanent appointment to the classification of fire fighter. In the event two (2) or more Fire Department employees have the same date of permanent appointment, their

fire department seniority will be determined by their numerical position on the Civil Service list from which they were appointed.

Section 5.2 The classification seniority of fire officers within ranks will be determined by the date the employee was promoted to the classification. In the event that two (2) or more employees have the same date of permanent promotion, their classification seniority will be determined by their numerical position on the Civil Service list from which they were promoted.

Section 5.3 Promoted officer seniority will be determined by the date the employee was initially promoted to the position of Lieutenant. In the event that two (2) or more employees have the same date of promotion to the position of Lieutenant, their promoted officer seniority will be determined by their numerical position on the Civil Service list from which they were promoted.

Section 5.4 Seniority shall be broken only by resignation, discharge, failure to return from layoff, or retirement.

Section 5.5 The Employer shall establish a seniority list of all employees in the Fire Department, which shall indicate the Fire Department seniority, classification seniority, and promoted officer seniority, of each employee. The list shall be brought up to date and a new list shall be provided and posted by February 1 of each year on all Department bulletin boards for a period of not less than thirty (30) calendar days, and a copy of said seniority list or any revised list shall be furnished to the Secretary of Local 474 at the Union's business address. Any objection to the seniority list, as posted, shall be reported to the Fire Chief, who shall then meet with the Union to correct the seniority list.

Section 5.6 It is the intent of the parties that the terms and conditions of this article, specifically addressed herein, which relate to the order of layoff and displacement, layoff procedures, and reinstatement rights, supersede those provisions set forth under Sections 124.321 through 124.328 and 124.37 of the Ohio Revised Code, which expressly addresses the order of layoff and displacement, layoff procedures and reinstatement rights, and those Civil Service Rules and Regulations of the City of Elyria which expressly address order of layoff and displacement, layoff procedures, and reinstatement rights.

ARTICLE 6

LAYOFFS AND RESTORATION

Section 6.1 When it becomes necessary in the Elyria Fire Department, through lack of work or lack of funds, or for causes other than disciplinary reasons, to reduce the force in said department, the employee with the least amount of Department seniority shall be the first to be laid off. Department seniority, for the purposes of reduction and recall, is calculated in accordance with Article 5, Seniority, of this agreement.

Section 6.2 In the event that a position in the Elyria Fire Department above the classification of Lieutenant is abolished, the incumbent with the least amount of classification seniority within the affected classification shall be reduced to the next lowest classification and shall displace a member with less classification seniority residing in that lower classification. Classification

seniority for the purposes of reductions and recall is calculated in accordance with Article 5 of this agreement. Displacement by classification seniority shall continue until the rank of Lieutenant is reached through the displacement process. In the event a position of Lieutenant is abolished, the incumbent with the least amount of promoted officer seniority shall be reduced in rank to the position of Firefighter and placed in that classification according to departmental seniority.

Section 6.3 Notice. The Employer shall notify the affected employee(s) in writing by certified mail at least fourteen (14) calendar days prior to the date of the layoff or abolishment. The Employer and the Union shall meet, upon the request of either party, to discuss possible alternatives.

Section 6.4 The names of individuals holding permanent positions in the classified service who have been laid off under the provisions of this section shall be placed on an appropriate "recall list" in order of their classification seniority, promoted officer seniority, and department seniority for a period not to exceed six (6) years, provided that the individuals remain eligible for reinstatement consistent with Section 6.5. Whenever discontinued positions are re-established or other cause for layoff is terminated and a request is made for certification of those eligible, former employees of the department who have been laid off and whose names appear on the "recall list" shall be the first to receive appointments. It shall be the responsibility of the employee to keep the Employer advised, through written notice, of his current and accurate mailing address.

Section 6.5 It shall be the responsibility of the laid off personnel to obtain training and/or classes necessary to maintain their certification. However, during the first three (3) years of their layoff, the Employer shall provide laid off personnel the opportunity to attend training and/or classes put on by the Employer so that the laid off personnel may maintain their certification. After three (3) years of layoff, it shall be the laid off personnel's responsibility to obtain training and/or classes to maintain their certification.

Section 6.6 Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employer determination to recall such employees. Written notice shall be given by certified mail. Affected employees shall have fourteen (14) calendar days from the date of receipt within which to notify the Employer, in writing, of their acceptance or rejection of the offer of reinstatement. Failure of the employee to notify the Employer of his decision within the fourteen (14) day period shall be considered a rejection of the offer of reinstatement.

Section 6.7 In the event that a promoted position in the Elyria Fire Department is abolished and made unnecessary, and it is found necessary to re-establish the position within four (4) years from the date of abolishment, the employee who previously held that position shall be entitled to return to the position. The names of individuals holding promoted positions in the classified service who have been demoted shall be placed on an appropriate "recall list" in order of their original date of promotion.

Section 6.8 An employee who does not exercise the option to displace under this article shall be entitled to reinstatement or reemployment in the classification from which the employee was displaced or laid off.

Section 6.9 Any employee reinstated or reemployed under this article shall not serve a probationary period upon reinstatement or reemployment except that an employee laid off during an original or promotional probationary period shall continue their probationary period.

Section 6.10 It is the intent of the parties that the terms and conditions of this article, specifically addressed herein, which relate to the order of layoff and displacement, layoff procedures, and reinstatement rights, supersede those rights set forth under Sections 124.321 through 124.328 and Section 124.37 of the Ohio Revised Code, which expressly addresses the order of layoff and displacement, layoff procedures and reinstatement rights, and those Civil Service Rules and Regulations of the City of Elyria which expressly address order of layoff and displacement, layoff procedures, and reinstatement rights.

ARTICLE 7

PAYROLL DUES DEDUCTIONS

Section 7.1 The City agrees to deduct regular Union membership dues once per pay period from the pay of an employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Authority by the Secretary-Treasurer of the Union. Upon receipt of the proper authorization, the City will deduct Union dues the next payroll period in which union dues are normally deducted following the pay period in which the authorization was received by the Employer. Payroll deduction authorization shall be on the form provided by the Union and approved by the City (see Appendix "A").

Section 7.2 The City agrees to deduct from the pay of non-Union members a sum equal to the current Union dues for members each pay period upon the Auditor receiving written authorization signed individually and voluntarily by the employee. Members who have not authorized dues deductions or are no longer members of the Union shall have an amount equal to the proportionate share of the costs of the collective bargaining process and contract administration measured by the amount of dues uniformly required of all members of the Union and have said amount deducted from their pay check and forwarded to the Union with member's dues. Changes in dues and fair share amounts to be deducted shall be certified by the Union at least (15) fifteen calendar days before the start of the pay period the increased deduction is to be effective. Fair share deductions for new employees in the union's recognized bargaining unit shall be made from the new employee's first pay check.

Section 7.3 It is specifically agreed that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City hereunder. Once the funds are remitted to the Union, their disposition shall be the sole and exclusive obligation and responsibility of the Union.

Section 7.4 The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 7.5 The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any pay period involved, shall have failed to receive sufficient wages to equal the dues deductions.

Section 7.6 It is agreed that neither the employees nor the Union shall have a claim against the City for errors in the processing of deductions unless a claim of error is made to the City, in writing, within thirty (30) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues will normally be deducted by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 7.7 One (1) month advance notice must be given the City Auditor prior to making any changes in an individual's deduction. The Employer agrees to furnish the Secretary/Treasurer of the Union a warrant in the aggregate amount of the dues deductions.

ARTICLE 8

PREVAILING RIGHTS

Section 8.1 All prevailing rights and working conditions enjoyed by the employees at the present time which are not included in this agreement shall remain in full force during the term of this agreement.

Section 8.2 The City agrees not to diminish any prevailing rights or established benefits now enjoyed by the employees.

Section 8.3 A "prevailing right" shall be defined as one that is (1) unequivocal, (2) clearly enunciated and acted upon, and (3) readily ascertainable over a reasonable period of time as a fixed and established right accepted by both parties.

ARTICLE 9

PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 9.1 The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, religion, ancestry, military status, political affiliation, and involvement or non-involvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

Section 9.2 All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 9.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 9.4 The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

Section 9.5 The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in union activities.

ARTICLE 10

RULES AND REGULATIONS

Section 10.1 The union recognizes that the Director of Safety Service, in order to carry out the City's statutory mandates and goals, has the right to promulgate reasonable policies, rules, and regulations consistent with statutory authority to regulate the conduct of employees while on duty and the conduct of the Employer's services and programs.

The Union agrees that its members shall comply with all Elyria Fire Department policies, rules, and regulations, including those relating to conduct and work performance.

Section 10.2 The Employer's policies, rules, and regulations shall not violate any provisions of this agreement.

Any complaint involving a conflict between the terms of the agreement and a policy, rules, or regulations shall be resolved through the grievance procedure.

All rules and regulations, special notices, and bulletins pertaining to specific articles of this agreement shall be discussed with the Union and the Director of Safety Service before adoption as Fire Department policies, rules, or regulations.

ARTICLE 11

WORK SCHEDULE AND HOURS

Section 11.1 During the period of this agreement, each employee covered by this agreement shall work a normal tour of duty, which shall be a twenty-four (24) hour tour, and shall be as assigned by the Fire Chief. Each employee shall work a normal tour of duty of twenty-four (24) hours on duty immediately followed by twenty-four (24) hours off duty. After five (5) calendar days, in which the employee works three (3) twenty-four (24) hour tours, then he/she shall be off duty for four (4) calendar days, and then revert to his/her normal schedule of twenty-four (24)

hours on duty followed by twenty-four (24) hours off duty. On duty hours shall be an average of fifty-six (56) hours per week (2,912 hours per year) for the first two (2) years of employment. Beginning in the third year of employment the hours shall be an average of fifty-two (52) hours per week (2,704 hours per year). Beginning the fourth year of employment the work week shall be an average of fifty (50) hours per week (2,600 hours per year).

Members changing work week hours during the year (56/52) shall be granted four (4) hours of FHT for each fifty-two (52) hour week worked. Members changing work week hours during the year (52/50) shall be granted six (6) hours FHT for each 50-hour week worked until January 1 when the regular 50-hour schedule shall become effective. (Provided herein below).

Each member assigned to a twenty-four (24) hour tour, 50-hr work schedule shall receive three hundred twelve (312) hours of "Kelly Day" time per year. This time shall be granted in the following manner:

One hundred-twenty hours (120) of floating holiday time (FHT) shall be added to each member's FHT total as of January 1st each year. On the first day of each quarter throughout the year (January 1, April 1, July 1, and October 1), each member will be granted twenty-four (24) hours of "Kelly Day" time. They may schedule this time as a twenty-four (24) hour "Kelly Day," or choose to bank the time and add to their FHT total. When scheduling this time, the following guidelines will be followed:

1. Each "Kelly Day" will be picked before the 15th day of the month preceding that quarter.
2. The "Kelly Day" will be chosen by using the departmental seniority list per shift.
3. Assistant Chiefs and Captains will not be permitted to pick a "Kelly Day" unless one (1) officer of these ranks remains on duty.
4. No more than one (1) member on "Kelly Day" per work day.

The additional ninety-six (96) hours of "Kelly Day" time may be banked as FHT or the granting of, the scheduling of, and the guidelines to be followed will be determined by the Fire Chief. The policy set forth for the scheduling of the additional ninety-six (96) hours will be reviewed at the end of each year and will be subject to change as determined by the Fire Chief. The availability of this time shall not be reduced.

Section 11.2 Exceptions to Section 1 above shall be all employees who are assigned by the Employer to work a normal week of forty (40) hours. Such forty (40) hour employees shall work a normal tour of five (5) eight (8) hour days per week or such other schedule as the Fire Chief shall determine to be in the public interest. Forty (40) hour employees shall be on call during their paid lunch period.

Section 11.3 All hours worked in excess of the normal tour of duty in Sections 1 and 2 above shall be considered overtime.

Section 11.4 Employees who are requested or required by the City to use their private automobiles shall be given the same mileage allowance granted other City employees. Such mileage reimbursement request must be submitted in accordance with the City's existing guidelines for mileage reimbursement and will be paid to the employee quarterly.

Section 11.5 All employees assisting at the scene of an emergency while off duty shall be considered on duty for injury benefits. The incident commander may request the member continue assisting with the incident and shall then be paid accordingly.

ARTICLE 12
TIME EXCHANGE

Section 12.1 Employees shall have the right to exchange time when the change does not interfere with the operation of the Elyria Fire Department and with the approval of the Officer in Charge of the shift.

Section 12.2 It is also understood that any scheduled time exchange shall not result in the payment of overtime to the parties involved.

Section 12.3 Employees of the Elyria Fire Department shall have the right to exchange time with other employees as follows:

- Class "B" Fire Fighters will trade with Class "B" Fire Fighters;
- Class "A" Fire Fighters will trade with Class "A" Fire Fighters and Lieutenants;
- Lieutenants will trade with Lieutenants, Class "A" Fire Fighters, and Captains;
- Captains will trade with Captains, Lieutenants, and Assistant Chiefs; and
- Assistant Chiefs will trade with Assistant Chiefs or Captains.

ARTICLE 13
WAGES AND LONGEVITY

Section 13.1

A. Effective with the first pay period of July 2014, employees within the bargaining unit shall receive a two percent (2.0%) increase in their base pay in accordance with the following schedule:

	Step B	Step A
E.M.T. - Fire Chief Assistant		\$76,810.99
E.M.T. - Fire Captain		\$67,378.06
E.M.T. - Fire Lieutenant		\$59,103.56
E.M.T. - Fire Fighter	\$47,771.06	\$51,845.23
Fire Fighter	\$46,159.92	\$50,109.45

- C. All employees assigned to the Fire Prevention Bureau shall receive pay equal to that of the next higher rank. The training officer shall receive fifty cents (\$.50) per hour training incentive.
- D. There shall be fourteen percent (14%) differential between ranks on base pay.
- E. All employees that are certified Fire Safety Inspectors shall receive six hundred dollars (\$600.00) to be paid the first pay of each year.
- F. Any member who actively participates in a physical fitness program that is approved and authorized by the Chief and Fitness Committee shall receive an additional five hundred dollars (\$500.00) beginning the first pay in January 2005. Active participation shall be for the previous year (after the 2005 pay) as determined by the Fitness Committee and Fire Chief. The Fitness Committee, with the Fire Chief's approval, shall design the recommended program. The program shall be designed for the individual, taking into account all aspects of the individual's current level of fitness, age, abilities, and health concerns. The goal of this program shall be for all individuals to achieve or maintain a level of health and fitness that promotes health and safety.
- G. All shift (50 hours per week) Class 'A' Fire Fighters with five (5) years of service, qualified to operate Fire Department Apparatus, and eligible for acting officer pay (Chief's Bulletin #67 3/1/2000 & Bulletin #25 9/10/1992) shall receive six hundred dollars (\$600.00) on the first pay of July. They shall be responsible for the operation, daily checks, and readiness of apparatus they are assigned. If maintenance is required, the operator shall be responsible to see that the proper work orders are filed with the department mechanic. The operator shall notify the officer of the apparatus if it is determined the apparatus should be taken out of service for mechanical or safety reasons. The officer shall then take the apparatus out of service until the Fire Department mechanic determines that the apparatus is safe and reliable for emergency service.
- H. Any member assigned a personal Fire Department vehicle shall be responsible for all ordinary maintenance, (check fluids, tires, lights, cleaning, etc.). The member assigned the vehicle shall schedule any other repairs or necessary maintenance with the Fire Department mechanic.
- I. Employees who achieve and maintain the Confined Space Rescue Operations Certification shall receive seven hundred fifty dollars (\$750.00) to be paid in the first pay of every year, retroactive to 2007.

Section 13.2 When an employee is assigned to a higher rank than he normally holds, other than in 13.1 (C) above, he shall receive credit for such service according to the following schedule:

For Each Eight (8) Hour Increment

- One (1) hour or more .2 overtime hours
- Two (2) hours or more .4 overtime hours
- Three (3) hours or more .5 overtime hours
- Four (4) hours or more .7 overtime hours
- Five (5) hours or more .9 overtime hours
- Six (6) hours or more 1.0 overtime hours

Section 13.3 Separate checks shall be issued for the following:

- A. college incentive;
- B. clothing allowance;
- C. college reimbursement;
- D. separation pay; and;
- E. any payments made to Article 17.6 of this agreement;
- F. Fire inspector's incentive;
- G. Driver/Operator pay;
- H. Fitness/health incentive;
- I. Hazmat incentive;
- J. Confined Space Rescue Operations Certification.

Section 13.4 Longevity refers to an employee's elapsed time of employment by the City.

Section 13.5 Longevity shall be computed by starting with the employee's first day on the City payroll, and including every additional and continuous day that the employee remains on the payroll.

Section 13.6 An employee is allowed one (1) interruption of this continuous service, but only if that interruption is for less than two hundred (200) days. An interruption of three hundred sixty-five (365) days or more means that longevity starts from the day the employee returns to the payroll. The days missed in a period of time of less than two hundred (200) days will be counted towards an employee's longevity, while the days missed between two hundred (200) days and three hundred sixty-four (364) days will not be counted towards longevity, but will be subtracted from an employee's total longevity time.

Section 13.7

- (a) For employees hired on or before December 31, 2014, longevity benefits will be a one percent (1%) salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the City payroll. The one percent (1%) increments due to longevity are limited to twenty percent (20%).

- (b) For employees hired after January 1, 2015, longevity benefits will be as follows:
- (1) On the employee's 5th anniversary date on the City payroll the employee shall receive a five percent (5.0%) salary increase.
 - (2) On the employee's 10th anniversary date on the City payroll the employee shall receive an additional five percent (5.0%) salary increase.
 - (3) On the employee's 11th through 20th anniversary date on the City payroll the employee shall receive an additional one percent (1.0%) salary increase for each year completed on the payroll.

ARTICLE 14
OVERTIME

Section 14.1 Commencing on and after July 1, 2011, all employees covered by this agreement shall receive overtime pay as follows:

- A. If an employee is called in (when off-duty) due to serious fires and emergencies, the employee shall be paid at the overtime rate a minimum of four (4) hours and for actual time to the nearest tenth (1/10) of an hour for all time beyond four (4) hours including meal time. Forty (40) hour employees shall have the option of taking overtime pay or taking FHT at the same rate (four (4) hours overtime = six (6) hours FHT).
- B. If an employee is held over at the close of the regular shift, the employee shall be paid at the overtime rate for the actual time worked to the nearest tenth (1/10) of an hour for the first thirty (30) minutes. If the employee is held beyond the thirty (30) minutes, the employee shall be paid a minimum of two (2) hours pay at the overtime rate, and if the employee works beyond the minimum of two (2) hours, he shall be paid at the overtime rate for the actual time worked to the nearest tenth (1/10) of an hour.
- C. If an employee is scheduled in (when normally off-duty) for special instructions, training, or any other Fire Department business, the employee shall be paid at the overtime rate a minimum of two (2) hours and for actual time to the nearest tenth (1/10) of an hour for all time beyond two (2) hours.
- D. Prior to July 1, 2011, all employees covered by this agreement shall receive overtime pay in accordance with Section 13.1 of the 2006 contract.

Section 14.2 Commencing on and after July 1, 2011, call-in and hold-over overtime shall be paid at one and one-half (1.5) times the employee's base hourly rate of pay, determined by dividing the employee's annual base salary by 2080 hours except for the following:

Two (2) times the basic hourly rate for Sundays and legal holidays identified in Section 17.1 hereof, except New Year's Day, Thanksgiving Day, and Christmas Day (based on 2080 hours).

Prior to July 1, 2011, all employees covered by this agreement shall receive call-in and hold-over overtime in accordance with Section 13.2 of the 2006 contract.

Section 14.3 Call-in and holdover overtime shall be paid at one and one-half (1 1/2) times the employee's basic hourly rate of pay, determined by dividing the employee's annual base salary by 2080 hours, except for the following:

- Two (2) times the basic hourly rate for Sundays and legal holidays, except New Year's Day, Thanksgiving Day, and Christmas Day (based on 2080 hours);
- Three (3) times the basic hourly rate of pay for New Year's Day, Thanksgiving Day, and Christmas Day (based on 2080 hours).
- Regular pay plus half (1/2) time for working regularly scheduled twenty-four (24) hour days beginning at 0800 hours on Thanksgiving Day, Christmas Eve Day, and Christmas Day.

Section 14.4 Notwithstanding Sections 14.1 and 14.2 herein, whenever an employee is called in to fill the shift complement established by the City, such employee shall be compensated at one and one-half (1 1/2) times the employee's basic hourly rate computed by dividing the employee's annual base salary by the employee's annual hours plus longevity.

Section 14.5 All overtime due shall be paid to employees the first pay day following the pay period to include all overtime worked, up to and including the last Wednesday of the pay period. Longevity shall be paid on all overtime. Such overtime is to be reported to the City Auditor on the Thursday following that Wednesday.

ARTICLE 15 **LIFE INSURANCE**

Section 15.1 The City agrees to provide a life insurance policy in the amount of seventy-five thousand dollars (\$75,000.00), for each bargaining unit employee.

ARTICLE 16 **VACATION**

Section 16.1 All employees covered by this agreement shall be granted vacation leave with full pay according to the following schedule:

A. Twenty-Four Tour Employees

1 Year but Less Than 7	6 Tours of Duty
7 Years but Less Than 14	9 Tours of Duty
14 Years but Less Than 21	12 Tours of Duty
21 Years or More	15 Tours of Duty

B. All Others

1 Year but Less than 7	2 Weeks
7 Years but Less than 14	3 Weeks
14 Years but Less than 21	4 Weeks
21 Years or More	5 Weeks

Section 16.2

- A. If an employee is terminated, voluntarily or involuntarily, prior to taking his vacation, he shall receive the pro-rated portion back to his anniversary date of any earned but unused vacation leave at the time of separation. In the case of death of the employee, the unused vacation leave shall be paid to the extent provided for, by, and in accordance with Ohio Revised Code, Section 2113.04. No employee whose employment has been terminated shall be entitled to any pro-rated vacation pay unless he has been employed by the City for one (1) year.
- B. To calculate the amount due a terminated twenty-four (24) hour tour employee, the following formula shall apply:
- Multiply the number of twenty-four (24) hour tours due the employee times 1/108 times the employee's base pay (including longevity).
- C. In the event an employee has taken his vacation, subject to normal scheduling procedures, prior to his having been employed by the City for one (1) year, he shall not be required to reimburse the City any vacation pay, nor shall he be entitled to any unused vacation.

Section 16.3 Vacations shall be scheduled by each shift according to shift seniority. The vacation days shall be selected in three (3) day increments.

ARTICLE 17
HOLIDAYS

Section 17.1 Twenty four (24) hour tour employees covered by this agreement are authorized eight (8) tours of duty off per year in lieu of the hereinafter thirteen (13) stated holidays. The eight (8) tours of duty off shall be granted to the members of the Elyria Fire Department whether or not the member actually performed services on the stated holidays, and may be added to the employee's vacation. Twenty four (24) hour tour employees may elect to receive one hundred ninety-two (192) hours of holiday time in lieu of the eight (8) tours of duty off per year.

Employees may also choose not to take holiday time for any or all of these holidays, and cash out up to eight (8) of these tours upon notification to the Employer during December of the preceding year. Payment for holidays to be cashed out shall be made in January of that year. All other employees shall be granted the following holidays:

1. the first day of January, known as New Year's Day;
2. the third Monday in February, known as Washington-Lincoln Day;
3. the day known as Memorial Day;
4. the fourth day of July, known as Independence Day;
5. the first Monday in September, known as Labor Day;
6. the second Monday in October, known as Columbus Day;
7. Veteran's Day;
8. the fourth Thursday in November, known as Thanksgiving Day;
9. the day after Thanksgiving;
10. the twenty-fifth day of December, known as Christmas Day;
11. the twenty-fourth day of December, known as Christmas eve;
12. Martin Luther King, Jr. Day;
13. Good Friday; and
14. Personal Business (twenty-four [24] hours).

Section 17.2 As provided in Section I above, the employee shall receive one (1) tour of duty off per year for personal business. This may be taken as a demand day with one (1) hour notice before starting time. Furthermore, employees may use one (1) of the tours of duty that is not cashed out in January of that year as a second demand day. Demand days must be used in twenty-four (24) hour increments. Those employees who average forty (40) hours per week shall receive three (3) eight (8) hour tours of duty off per year for personal business.

Section 17.3 Twenty-four (24) hour tour employees may choose not to cash out one (1) tour for Martin Luther King, Jr. Day and/or one (1) tour for Good Friday, per Section 16.1. Such time for these holidays may be taken in one (1) hour increments.

Section 17.4 In addition to Sections 1, 2, and 3 above, the employee shall receive one (1) tour of duty off for any day appointed and recommended by the Mayor as a holiday, celebration, or a day of mourning, and it may be taken in one (1) hour increments.

Section 17.5 Sections 3 and 4 may be taken with twenty-four (24) hours written notice, subject to the terms of Bulletin #33 as appended to the contract. Sections 3 and 4 may be taken without twenty-four (24) hours written notice only if the requested time is available and would not create overtime.

Section 17.6 Beginning May 2007, each employee shall have the option on the first pay in May and the first pay in December of being paid up to two hundred fifty (250) hours (five hundred [500] per year maximum) of floating or holiday time. The maximum amount which an employee may accumulate at the end of each calendar year shall be three-hundred (300) hours. The pay shall be determined by dividing the employee's annual salary plus longevity by their normal annual hours of work.

Section 17.7

- A. Each twenty-four (24) hour tour employee on the payroll as of January 1 shall be granted six (6) tours of duty in lieu of the stated holidays or one hundred forty-four (144) hours of holiday time, even if employment is terminated before the year is over.
- B. Each employee on the payroll as of January 1 shall be granted the time subject to provisions in Sections 2 and 3 of this article.
- C. Neither Items "A" nor "B" will be subject to prorating, but will be paid in their entirety.
- D. Employees shall have the right to schedule or "bank" their six (6) holidays in two (2) three (3) tour periods. Holidays shall be selected in three (3) day increments.

Section 17.8

- A. All new employees hired after January 1, whose employment is not terminated before the end of the first calendar year, shall receive only those holidays (Section 17.7 [A]) that actually occur while he is on the payroll. To determine the time off due him, the following formula will apply:

Multiply the factor (.55) times the number of holidays remaining. This will give the amount of tours (twenty-four [24] hour periods) due as time off. This time off shall be taken before the end of the first calendar year, except as otherwise mutually agreed to by the employee and the Fire Chief.

- B. Each new employee shall receive one (1) tour of duty for Good Friday only when Good Friday actually falls after his hiring date.
- C. Each new employee shall receive one (1) personal day which is not subject to prorating.
- D. Each new employee shall receive one (1) tour of duty in lieu of Martin Luther King Day, if he is actually on the payroll when this day occurs.

Section 17.9

- A. An employee starting after January 1 who is terminated before the end of that calendar year shall have his holidays (Section 17.7 [A]) prorated on the basis of the actual holidays passed during his term of employment.
- B. Items "B," "C," and "D" of Section 8 also apply to these employees.

Section 17.10 When an employee is not able to take this time off as provided in Sections 7, 8, and 9 above due to his termination of employment, then he may, at his option, take the time off or receive pay based on the following formula:

Multiply the number of tours (twenty-four [24]) due the employee times 1/108 times his base pay (including longevity).

ARTICLE 18
CLOTHING ALLOWANCE

Section 18.1 All protective clothing and protective devices required of employees in the performance of their duties shall be furnished without cost to the employees by the City. Such clothing and devices shall be as follows and be known as "turnout gear":

- 1 fire helmet with winter liner
- 1 turnout coat with winter liner
- 1 pair fire boots
- 2 pairs approved gloves
- 1 spanner wrench
- 1 pair bunker pants
- 1 protective hood

All "turnout gear" shall be based upon Standard 1975 of NFPA/Ohio Administrative Code Chapter 4121: 1-21 Fire Fighting.

Section 18.2 Replacement of "turnout gear" will be determined by the Chief or Assistant Chief.

Section 18.3 Each employee shall receive a clothing allowance of twelve hundred dollars (\$1,200.00) annually for the purchase of regulation uniform and clothing. The clothing allowance shall be paid on the first pay day following July 1, and for each year thereafter.

Section 18.4 Each new employee is entitled clothing in the approximate value of the clothing allowance amount set forth in section 18.3 above. The employee will not be entitled to the clothing allowance in Section 18.3 above until the calendar year after he was hired.

Section 18.5 In accordance with NFPA 1852, the City shall annually fit test SCBA face pieces for each employee and provide all employees with appropriately sized masks. If an employee is found to require a different sized SCBA mask than normally provided on the apparatus, the City shall purchase the appropriately sized mask for the employee's use. The employees shall be responsible for regular maintenance and damage caused through negligence. The City will continue to provide certified maintenance.

ARTICLE 19
HOSPITALIZATION

Section 19.1 The City agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 6 of this article.

Section 19.2 The monthly cost for family and single coverage shall be shared between the City and the employee; the City shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. Beginning with the first pay period of the month after

execution of this agreement, the employee per-pay contribution shall be \$33.75 for single coverage and \$67.50 for family coverage. The City's monthly contribution shall be \$413.00 for single coverage and \$826.00 for family coverage. Thereafter, the contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 3 and 6 of this article.

Section 19.3 At the beginning of each quarter (no later than the 15th day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 4), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

Section 19.4 The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 2 and 3.

Section 19.5 Nothing in this article shall diminish the City's obligation to provide and pay for the hospitalization plan established.

Section 19.6 There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City employee bargaining units whose members are eligible for health care benefits and who have agreed to have a representative on the committee and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the committee shall be by majority vote of the committee.

- A. The committee shall meet no later than the 15th of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.
- B. The EHP Committee may decide any of the following:
 - 1. To keep the same plan and pass on any cost increases above the rates set forth in Section 2 of this article; or
 - 2. To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or

3. To change the plan and reduce the level of benefits and if there is an increase to the rates set forth in Section 2 of this article, pass that increase on based on Section 2; or
 4. To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 2 of this article and pass that decrease on through contributions as set forth in Section 2.
- C. The Committee may not change the percentage split (85% Employer and 15% employee) of the monthly cost.
 - D. Decisions of the committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 3 and make a decision based on Section 6B if necessary. If the committee is going to decide that the City must take bids, the committee must provide the City with the necessary information by September 15 preceding the year for which bids are taken.
 - E. There shall be an EHP Committee meeting prior to any increase in the employee's contribution.

Section 19.7 Spousal Hospitalization.

- A. The parties agree that spouses of City employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the City shall not provide primary coverage for spouses of City employees who are employed and have health care available via that employer and at that cost.
- B. The City will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.
- C. In exchange, the City agrees to reimburse City employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.
- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. City employees shall be required to report to the City Auditor any changes to the actual monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.

ARTICLE 20
SICK LEAVE

Section 20.1 Each employee covered by this agreement shall be granted sick leave with pay for personal illness or injury as follows:

- A. Paid sick leave will be earned and accumulated at the rate of one and one-quarter (1 1/4) days for each month on the payroll.
- B. A new employee, at the end of two (2) months of employment, shall be advanced a total of six and one-quarter (6 1/4) days of sick leave credit. However, the employee shall not be credited with any additional sick leave credit until he has worked a total of five (5) months.

Section 20.2 Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family wherein the employee's presence is required;
- B. Death of a member of his immediate family (see bereavement leave);
- C. Medical, dental, or optical examination of the employee, or of a member of his immediate family which requires the employee, and which cannot be scheduled during non-working hours;
- D. If a member of the immediate family is afflicted with a contagious disease that requires the care and attendance of the employee, or through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

Section 20.3 To be eligible for paid sick leave, an employee must report forty-five (45) minutes prior to his scheduled starting time the reason for his absence to the Officer in Charge of #1 Station who is on duty on each day involved.

Section 20.4 The Employer shall require an employee to furnish a standard written statement on the form provided by the City to justify the use of sick leave. An employee who is absent on sick leave may be required to present a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor, for any illness of more than three (3) days duration. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action, including dismissal.

Section 20.5 In addition to the provisions of Section 20.4, when an employee is off work because of injury or disability, whether job-related or not, the employee must provide the Employer with a physician's statement that the employee is able to perform the duties of his/her job. This statement is for the purpose of protecting the Employer from workers' compensation

claims or further claims arising from these existing injuries or disabilities. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill person.

Section 20.6 At the discretion of the City, an employee may be required to submit to and pass a physical or mental examination by a licensed physician satisfactory to the City. If the physician is designated by the City, the City will bear the expense of said examination.

Section 20.7 Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

Section 20.8 An employee hired by the City before January 1, 1988, shall receive pay for one-hundred five (105) days, plus fifty percent (50%) over one-hundred five (105) days, of the employee's unused sick leave in cases of death, permanent disability, retirement, resignation for a proven bona fide illness of the employee or a member of the employee's immediate family, or leaving employment for any reasons after ten (10) years of continuous service.

An employee hired by the City on or after January 1, 1988, shall receive pay for up to one-third (1/3) the value of two-hundred ten (210) days of the employee's accumulated but unused sick leave and up to an additional one-half (1/2) the value of the next seventy (70) days of the employee's accumulated but unused sick leave in cases of death, permanent disability, retirement, resignation for a proven bona fide illness of the employee or a member of his immediate family, or leaving employment for any reason after ten (10) years of continuous service. No such employee shall receive more than one hundred five (105) full days' pay.

Employees shall receive payment in full for their unused sick leave within thirty (30) days following their termination date unless they agree to some other form of payment.

Section 20.9 For the purpose of computing the amount owed to any full-time employee under this article, the following method shall be followed:

- A. All salaries shall be computed on a per day basis to the nearest cent including longevity;
- B. All employees shall be charged ten (10) sick days per pay period (example: one hundred five [105] sick days will be determined to give all members ten and one-half [10.5] bi-weekly pay checks); and
- C. For the purpose of computing parts of pay periods, all employees shall be determined on the basis of a five (5) day week.

Section 20.10 Sick leave shall be chargeable as follows:

- 1. For personnel working a forty (40) hour week, sick leave will be charged in minimum units of one-half (1/2) hour.

2. Personnel working a twenty-four (24) hour tour schedule shall be charged one-half (.50) hour for each hour or fraction of an hour's absence in minimum units of two (2) hours. They shall be charged twelve (12) hours sick leave for each full tour of duty when absent.

Section 20.11 Employees may substitute light duty assignments within the fire department for sick leave consistent with the employee's physical abilities as determined by a licensed physician, to the extent the work is available within the department, and with the approval of the Safety Service Director.

Section 20.12 An employee who does not use any of his sick leave in any period consisting of four (4) consecutive months shall be granted four (4) hours of FHT. An employee who does not use any of his sick leave in any period consisting of eight (8) consecutive months shall be granted eight (8) hours of FHT. An employee who does not use any of his sick leave in any period consisting of twelve (12) consecutive months shall be granted sixteen (16) hours of FHT every four (4) months until such time as he uses sick leave. The employee shall be permitted to use this FHT in minimum increments of two (2) hours.

ARTICLE 21

INJURY ON DUTY

Section 21.1 Every full-time employee shall be entitled to apply for benefits under this article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty and under such circumstances that would cause the injury or disability to be compensable under the Workers' Compensation Law of the State of Ohio. An employee shall be entitled to apply for benefits under this article for a period not later than five (5) years after the initial date of his or her injury provided, however, that during such period, the Ohio Bureau of Workers' Compensation or the Industrial Commission of Ohio has during such period honored the employee's claim for said injury. In no event shall the provision entitle the employee to receive more than twelve (12) months full pay for the injury.

Section 21.2 To apply for benefits under Section 21.1 hereof, written application shall be made to the Director of Safety Service accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee.

Before any employee who has made application to the Director of Safety Service for benefits under this article is entitled to receive any benefits under this article, he shall first make application for Workers' Compensation benefits from any compensation fund to which the City contributes.

He must also complete the injury-on-duty report and agreement with his supervisor as soon possible following the injury (see Appendix C). No employee shall be entitled to City-paid injury-on-duty benefits until this requirement has been completed. The employee may be required to undergo an examination by a registered physician at the discretion of the Safety Service Director.

Section 21.3 When an employee files a written application with the Director of Safety Service alleging an injury-on-duty, the Director shall immediately place said employee on injury-on-duty status.

The City shall then provide the following:

- A. Payment to the employee in an amount equal to the employee's full regular base pay plus longevity payments.
- B. Payment of the Employer's share to the Police and Firemen's Disability and Pension Fund. Such payments shall not exceed the period of the employee's disability.

Section 21.4 In the event such injury-on-duty is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with the time lost from work against his accumulated sick leave time, or at the employee's option, the benefit shall be repaid. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the City under this article shall be repaid by the employee to the City.

Section 21.5 There shall be no loss of vacation or holiday time or other benefits previously and traditionally continued by the City for employees on injury-on-duty status.

Section 21.6 In the event the injury or disability sustained by the employee is not total, the Safety Service Director may assign the employee to Fire Department duties which are consistent with the employee's physical abilities. The employee shall remain on their current work schedule unless otherwise agreed upon by the employee and the City. The City may assign the employee to a forty (40) hour work schedule after six (6) months of injury. The City shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the City to determine the employee's ability to perform the alternate Fire Department duties. Should an employee elect not to return to work under a light duty assignment, the provisions for the benefits under this article shall cease.

In instances of dispute regarding the injured employee's physical abilities and/or work schedule, the employee shall remain off duty, in accordance with Section 21.3 above, until such dispute can be satisfactorily resolved in accordance with Section 21.8 below.

Section 21.7 Once an employee has exhausted the twelve (12) weeks of Family and Medical Leave, the Employer shall have the right to have the employee examined by a medical practitioner designated by the Employer. Such examination(s) may occur at least every thirty (30) calendar days, as determined by the Employer.

If the licensed physician determines that the employee is unable to return to work at the end of the twelve (12) month period, the employee shall either (1) file for disability retirement, and the provisions for the benefits under this article shall continue until the employee is granted a disability retirement or; (2) not file for disability retirement and the benefits shall cease or; (3) file for workers compensation (lost wages only) and the benefits hereunder shall cease.

Section 21.8 Should the employee disagree with the decision of the City's appointed physician, as outlined in Sections 6 and 7 of this article, the employee may, within seven (7) days, submit documentation to the contrary from his personal physician. The parties shall request from the two (2) physicians the name of the mutually agreeable third physician within seven (7) days. The employee shall be examined by the third physician within seven (7) days. Upon examination of the employee, the decision of the third physician shall be final and binding upon both parties. The time limit may be extended upon request of the Physician.

ARTICLE 22

BEREAVEMENT LEAVE

Section 22.1 All employees covered within the provisions of this agreement shall be granted a leave of absence with pay in the event of the death of an employee's spouse, parents, children, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, and/or son-in-law of each employee and/or his/her spouse.

Section 22.2 An employee may absent himself for this purpose for a period not to exceed three (3) tours of duty for each death, whether within or without the State of Ohio, which would include travel time, except those members of the Elyria Fire Department who work a forty (40) hour week, who shall receive a period not to exceed three (3) work days for each death, including travel time within the State of Ohio, and five (5) work days for each death which includes travel time outside the State of Ohio. An employee shall be allowed one tour of duty off (charged to sick leave) in the event of the death of an aunt or uncle. FHT time (up to eight [8] hours) shall be available to attend the wake or funeral of a friend or relative not named above.

Section 22.3 To be entitled to pay for bereavement time, the employee must provide a certificate of the funeral director that he attended such a funeral or service.

ARTICLE 23

UNPAID SICK LEAVE

Section 23.1 Employees who have completed their probationary period shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury upon request supported by medical evidence satisfactory to the City. If the illness or disability continues beyond six (6) months, additional sick leave may be granted by the City upon request. Fringe benefits may or may not, at the sole discretion of the City, continue or accumulate during this unpaid sick leave of absence. Any employee who has been on sick leave may be required, at the discretion of the City, to submit to (and pass) a physical examination by a doctor satisfactory to the City before being permitted to return to work. If the doctor is designated by the City, the City will bear the expense of said examination.

ARTICLE 24
PERSONAL LEAVE

Section 24.1 Employees who have completed their probationary period may be granted a personal leave of absence without pay for good cause shown for a period not to exceed three (3) months. The granting of such leave will be based upon the operational needs of the employee's department. Application for such leave shall be made in writing at least one (1) week prior to the beginning of said leave. An extension may be granted provided the employee applies in writing one (1) week prior to the end of the existing leave. Fringe benefits shall not continue nor accumulate during a personal leave. An employee may, upon notification of one (1) week, return to work prior to the expiration of a person's leave of absence, if such early return is agreed to by the City.

Section 24.2 When an employee returns to work after a leave of absence, he will be assigned to the position which he formerly occupied or to a similar position if his former position is not vacant or no longer exists. An employee who fails to report to work at the expiration of his leave of absence, or cancellation of a leave of absence, or fails to secure an extension of such leave, shall be deemed to be absent without leave and shall be subject to termination of employment.

ARTICLE 25
MILITARY LEAVE

Section 25.1 Bargaining unit employees who are members of the Ohio National Guard, the Ohio military reserve, the Ohio Naval militia, or other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties, without loss of pay, for such time as they are performing military duty, in accordance with Ohio state law.

Section 25.2 Except as otherwise provided in Section 25.3 herein, a bargaining unit employee who is entitled to leave, as described in Section 25.1, and who is called to military duty for a period in excess of the maximum hours set forth under Ohio state law in a calendar year in which military duty is performed, due to an executive order of the President of the United States or an act of Congress, shall, during such period designated in the order or act, be paid the lesser of the following:

- The difference between the gross monthly wage/salary as an employee and the sum of his gross military pay and allowances received that month;
- Five-Hundred dollars (\$500.00).

Section 25.3 No bargaining unit employee shall receive payment under Section 25.2 herein if the sum of his gross monthly military pay and allowance exceeds his gross monthly wage/salary from the Employer.

Section 25.4 A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military

commander authorizing such duty, prior to being credited with military leave as described herein.

Should state legislature change the law in regards to military leave, the changes shall modify the provisions for military leave as established herein and shall become automatically incorporated into this contract, to the extent that it is applicable.

ARTICLE 26 **EDUCATIONAL**

Section 26.1 Any schooling or educational training that the Elyria Fire Department sends its personnel to shall be considered as overtime for the time that they are actually attending classes, with the following exceptions:

- The basic two hundred forty (240) hour training for new members of the Elyria Fire Department; and
- Days that the employee's shift is scheduled to work.

Section 26.2 A college incentive program is hereby adopted for the Elyria Fire Department as follows:

1. The base pay of an employee covered by this agreement shall be increased one dollar (\$1.00) per month for each credit hour (quarter hours) of approved Fire Science course or related course of study as indicated in 26.4.
2. A passing grade of "C" or better is required in order for the individual employee to get credit under such incentive program. The employee shall be given credit for successfully challenging a class. Said successful challenging is to be the same as "C" or better.
3. The course selection shall be based on courses at the Lorain County Community College or any accredited college in the State of Ohio. Colleges and Universities outside the State of Ohio will be considered if a program is not offered in Ohio.
4. A maximum of ninety-six (96) credit hours shall be available for an Associate's degree and a maximum of one hundred twenty-one (121) credit hours shall be available for a Bachelor's degree.
5. No monetary incentive shall be earned until eleven (11) credit hours have been earned by the individual employee.
6. Credit shall be given for approved courses successfully completed by a grade of "C" or better prior to the adoption of this program or prior to employment as a Fire Fighter. Any employee who is awarded a Bachelor's degree from an accredited educational institution shall receive the maximum one hundred twenty-one (121) credit hours regardless of the

field of study or credit hours actually completed. Credit shall be given for Bachelor's and Associate's degrees awarded and received prior to the adoption of this program or prior to the employment at the Fire Department regardless of the field of study. Employees that receive an Associate's degree shall receive a maximum incentive of ninety-six (96) credit hours and shall then receive credit hour incentive as earned toward a maximum incentive of one hundred twenty-one (121) credit hours. When one hundred twenty-one (121) credit hours are reached, no additional credit incentive shall be granted although section 26.4 shall continue until a bachelor's degree is obtained.

7. The longevity program in effect for employees of this Fire Department shall not be considered for additional pay under this program.
8. If a change takes place from quarter hours to semester hours, a conversion will be implemented with no loss of benefit to the employee.

Section 26.3 The college incentive pay shall be paid one-half (1/2) the first pay in June and the one-half (1/2) the first pay in December of each year.

Section 26.4 The City shall reimburse all employees for any costs incurred for books and tuition upon successful completion of courses or schooling taken. This will include College/University course work up to and including Bachelor's degree, technical certifications, and continuing education taken for Fire Science or related courses of study as follows: Fire Administration, Forensic Science, Arson Investigation, Behavioral Sciences, Physical Sciences, Social Sciences, Emergency Medical Services, Business and or Public Administration, Hazardous Materials/Waste, Emergency response, and Technical / Tactical rescue. Any books obtained and paid for by the City shall remain the property of the Department, and shall be used by other members when applicable. Programs and publications purchased by employees other than those listed above shall be reimbursed by the City, with the approval of the Fire Chief and will not be unreasonably denied.

Section 26.5 Upon promotion, the Employer shall send a newly promoted officer to a rank appropriate training program, within eighteen (18) months of said promotion. The Fire Chief, in conjunction with the Training Officer, shall jointly choose an appropriate training program for the said employee and his/her promoted position (i.e., Fire Officer Academy, Command School, etc.).

ARTICLE 27

GRIEVANCE PROCEDURE

Section 27.1 The grievance procedure is a formal mechanism intended to ensure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action is taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

Section 27.2 The term "grievance" shall mean an allegation by a bargaining unit employee or a group of employees that there has been a breach, misinterpretation, or improper application of this agreement.

Section 27.3 It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code section 4117.10, and that any appeals regarding specific provisions of this Agreement are to be resolved exclusively through this grievance procedure as set forth in Section 4117.10.

Section 27.4 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension, which shall be introduced at Step 1 of the grievance procedure.

Section 27.5 Any grievance may be withdrawn at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. All time limits on grievances may be waived upon mutual consent of the parties. In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 of the grievance procedure within thirty (30) calendar days after the occurrence of the incident giving rise to the grievance.

Any grievance not answered by management within the stipulated time limits shall be automatically advanced to the next step, except a grievance shall not advance to Step 4 unless advanced as required by Step 4.

Section 27.6 When an employee covered by this Agreement represents himself in a grievance, in accordance with the provision set forth in Section 27.1 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment, without intervention. No settlement shall be in conflict with any provision of this Agreement. Whenever an employee elects to represent himself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claims by the employee. The employee may represent himself and may be accompanied by legal counsel. The Union shall maintain the sole and exclusive right to determine if a matter shall be arbitrated.

Section 27.7 The Union shall designate an official grievance committee, consisting of five (5) members of the bargaining unit (of which includes the President and Vice-President), and shall notify the City in writing as to the membership of this committee. No member of the Union's official grievance committee will be recognized by the City until the Union has been notified by the City.

Section 27.8 All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and classification;
2. Aggrieved employee's classification;
3. Date grievance was first discussed;
4. Date grievance was filed in writing;
5. Name of officer in charge with whom grievance was discussed;
6. Date and time grievance occurred;
7. Where grievance occurred;

8. Description of incident giving rise to the grievance;
9. Article(s) and section(s) of agreement violated;
10. Resolution requested.

The Employer and the Union will agree to use the grievance form (Appendix B), attached hereto, which shall provide the information outlined in this section. The Union shall have the responsibility for duplication, distribution, and its own accounting of the grievance forms.

Section 27.9 The following steps shall be followed in the processing of a grievance.

Step 1: Fire Chief

The Fire Chief shall meet with a member of the official grievance committee within five (5) working days after the written grievance has been filed. It shall be the responsibility of the Fire Chief to investigate the allegations and provide a member of the official grievance committee with his written answer to the grievance within five (5) working days after the meeting. The aggrieved will attend this step of the grievance procedure when so authorized by the local Union official grievance committee. The Fire Chief may also call the Assistant Chief to attend this meeting.

Step 2: Director of Safety Service

If the grievance is not settled at Step 1, the official grievance committee may, within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Director of Safety-Service. The Director of Safety Service shall have seven (7) working days in which to schedule a meeting if he deems such necessary. If he deems such meeting necessary, the Director of Safety-Service shall meet with the member of the official grievance committee and/or, if necessary, the officer in charge, any other officer of the department, or the Fire Chief. The aggrieved will attend this step of the grievance procedure when so authorized by the local Union official grievance committee.

It shall be the responsibility of the Director of Safety-Service to investigate the allegations and provide the member of the Union's official grievance committee with his answer to the grievance within seven (7) working days after the meeting. If no meeting was deemed necessary, the response shall be provided to a member of the Union's official grievance committee within seven (7) working days after the grievance is received at this step. If the meeting was deemed necessary, it shall be held within ten (10) working days after the grievance is received by the Safety-Service Director.

Step 3: Mayor

If the grievance is not settled in Step 2, a member of the Union's official grievance committee may, within five (5) working days after receipt of the Step 2 answer, appeal the grievance in writing to the Mayor of the City. The Mayor and/or designee shall have seven (7) working days in which to schedule a meeting, if he deems such necessary. If a meeting is deemed necessary, the Mayor and/or designee shall meet with a member of the Union's official grievance committee and/or, if necessary, the officer in charge, any other officer of the department, the Fire Chief, the

Director of Safety Service, or the Law Director. The aggrieved will attend this step of the grievance procedure when so authorized by mutual agreement of the parties. It shall be the responsibility of the Mayor and/or his designee to investigate the allegations and provide a member of the Union's official grievance committee with his written answer to the grievance within seven (7) working days after the grievance was received at this step. If the meeting was deemed necessary, it shall be held within ten (10) working days after the grievance is received by the Mayor or his designee.

Step 4: Arbitration

If the grievance is not satisfied and resolved at Step 3, it may be submitted to arbitration upon request of the Union's official grievance committee in accordance with this section of Step 4.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of fifteen (15) days from the date final action was taken on such grievance under Step 3 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Section 27.10 The parties shall attempt to appoint an arbitrator by mutual agreement. If mutual agreement cannot be reached, the arbitrator shall be selected in the following manner. The parties will jointly request the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS) to submit a panel of nine (9) impartial persons who are members of the National Academy of Arbitrators. The arbitrator shall be selected by the alternate striking method within fifteen (15) days of receipt of the panel. Each party shall have the right to reject one panel of arbitrators in its entirety. The party rejecting the panel shall be responsible for requesting a second panel within ten (10) days. The arbitrator shall be promptly notified of his or her selection. Within thirty (30) calendar days of the arbitrator being notified of his or her selection, the parties and the arbitrator shall agree upon a date upon which the arbitration hearing will be held.

- A. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of the agreement, and shall be without the power or authority to make any decision:
1. Contrary to or inconsistent with or modifying or varying in any way the terms of the agreement or of applicable laws;
 2. Contrary to, inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this agreement;
 3. That would change the established wage scales that have been negotiated as part of this agreement.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of a grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, spokespersons, and the grievant. The decision of the arbitrator shall be final and binding, and the Employer shall notify the grievant and the Union within ten (10) working days after his receipt of the arbitrator's decision as to when the Employer will implement the arbitrator's decision.
- D. The cost of the services of the arbitrator, the cost of any proof produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing room shall be borne by the party losing on the merits of the grievance. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision" on the merits of the grievance, the costs and fees of the arbitrator shall be borne equally by the parties. The expense of any non-employee witnesses shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing. When for any reason the parties mutually cancel a scheduled arbitration hearing, and there is a cancellation fee to be paid to the arbitrator, the parties shall share equally the cost of the fee. In the event only one (1) party cancels a scheduled arbitration hearing, the cancellation fee, if any, shall be paid by the party canceling the scheduled hearing.

Section 27.11 The time limits set forth in the grievance procedures shall, unless extended by mutual agreement of the City and the Union, be binding on both parties. Working days, as provided in the grievance procedure, shall not include Saturdays, Sundays, or holidays.

ARTICLE 28

VALIDITY

Section 28.1 Should any sections or provisions of this agreement be declared by courts to be unconstitutional or illegal, such decisions shall not affect the validity of this agreement as a whole, or any part thereof, other than those parts so declared to be unconstitutional or illegal.

Section 28.2 After such invalidation, both parties shall agree to meet and negotiate such parts affected. The remaining parts of the sections shall remain in full force and effect.

Section 28.3 The parties agree that it is their intent to supersede all provisions of Chapter 124 of the Ohio Revised Code and the Rules of the Civil Service Commission where the subject matter is addressed herein.

ARTICLE 29
SAFETY

Section 29.1 There is hereby established a Union safety committee consisting of one (1) member from each shift, plus the training officer, which shall meet quarterly to identify unsafe conditions as they exist. These unsafe conditions shall be forwarded to the Fire Chief, along with recommendations for corrective action. The Fire Chiefs corrective action or reply to the safety committee shall be made within ten (10) calendar days.

Section 29.2 Should a dispute as to the Chiefs corrective action or response arise, the safety committee may submit their recommendation to the Director of Safety Service. His corrective action or reply to the safety committee shall be made within ten (10) calendar days.

Section 29.3 Should a dispute exist as to the Safety Service Director's corrective action or response, the dispute then shall be referred by the Safety Service Director to the safety committee of the City of Elyria Council.

Section 29.4 It is understood and agreed to by both parties that this article shall be subject to the grievance and arbitration procedures of this agreement.

ARTICLE 30
EMPLOYMENT STANDARDS

Section 30.1 The parties recognize the Employer's right:

- A. To set standards of selection of employment;
- B. To require employees to submit to physical examinations and testing for alcohol, drug, or substance abuse, or infectious disease when there is a reasonable suspicion that the employee's job performance is being, or could reasonably be expected to be, affected by the condition.
- C. To require employees to pass a periodic physical agility test, which, tests job-related physical skills appropriate to the age of the employee.
- D. Any standard not being practiced at the contract date (July 12, 2000) shall be agreed to by the union and the employer before being implemented.

Section 30.2 The parties recognize that:

- A. Any employee tested in accordance with Section 30.1 above may, if the test results are

positive, request re-testing at the City's expense or request that a portion of any sample or specimen thus tested be returned to them so that it can be re-tested at a laboratory of their choice at their own expense;

- B. The rehabilitation of employees who are experiencing abuse or addiction problems shall be attempted prior to the imposition of disciplinary action;
- C. That when leaves of absence are indicated as necessary to such rehabilitation, the affected employee may utilize any accumulated available leave prior to resorting to leave without pay; and
- D. That any test results derived from tests administered under Section 30.1 (B) above remain confidential for all purposes other than the imposition of disciplinary action.

ARTICLE 31

HAZARDOUS MATERIALS RESPONSE TEAM

Section 31.1 The City of Elyria shall continue to maintain standards governing the Hazardous Materials Response Team (HAZMAT) and cost recovery appropriate to its contractual obligations. The size and composition of the team shall be determined by the City based upon advice of the Fire Chief. The suggested minimum number of members of the Team is twenty-one (21). All members of the team shall be HAZMAT trained to a level of competency to be determined by the Fire Chief. The Fire Chief shall also determine the number of annual training sessions, with compensation to be determined according to the current agreement.

Section 31.2 Members of the HAZMAT team who attend the required number of training sessions and maintain the appropriate level of training shall receive incentive pay of six-hundred dollars (\$600.00) annually in a separate check to be issued after the close of the first pay period in July. This pay shall be pro-rated for retirement purposes. This incentive pay shall be based upon a verification of attendance of two-thirds of the normally scheduled HAZMAT training sessions, all of the HAZMAT training sessions deemed mandatory by the Fire Chief for the past twelve (12) months, except for extenuating circumstances such as illness or bereavement leave.

There shall be a minimum of twelve (12) training sessions per year. In the event that a HAZMAT training session is rescheduled with less than thirty (30) days notice and a HAZMAT team member is unable to attend due to a conflict in schedule, that member will be credited with attending the training session. Further, in the event that a HAZMAT training session is rescheduled and a HAZMAT team member is unable to attend on the rescheduled date due to a conflict in schedule, that member will be credited with attending the training session. Any present member of the HAZMAT team not meeting the above established criteria shall not be considered as a member of the HAZMAT team.

Section 31.3 In the event the members of the HAZMAT team are required to respond to an incident, those members of the team reporting from off-duty and those members presently on duty who actively participate in mitigation of the incident shall be compensated according to the

following guidelines. (This includes the watchman, personnel on the scene, remote locations and personnel the incident commander includes):

- Level of incident per NFPA 471 level one shall be paid one and one-half (1 1/2) times base of pay.
- Level of incident per NFPA 471 level two shall be paid two (2) times the base rate of pay.
- Level of incident per NFPA 471 level three shall be paid three (3) times the base rate.

The level of protection required shall be determined by reference to the standards in NFPA bulletin Number 471. Any "unknown" shall be compensated as a level three hazard and shall be paid accordingly until such time during the incident the appropriate level of hazard is known. When the hazard is established, compensation will be determined using the guidelines above.

Section 31.4 Any non-member of the HAZMAT team, who volunteers at the request of an officer in charge to assist the HAZMAT team with operations, shall be compensated as per guidelines in Section 31.3 above.

Section 31.5 Minimum call-in pay shall be determined in accordance with Article 14 of this contract.

Section 31.6 Membership on the HAZMAT team is strictly voluntary. Local 474 will not be held responsible for participation on the HAZMAT team. Individual membership may be terminated at any time upon written notification to the Fire Chief.

ARTICLE 32

JOB BID PROCESS

Section 32.1 In the event of a job opening due to promotion, transfer, demotion, retirement, demise, or other reasons, which should be filled by lateral transfer, or appointment, such transfer and appointments shall be made in accordance with the following provisions:

- A. All positions to be filled by lateral transfer or appointment, shall be announced by bulletin which shall be posted in all stations for a period of at least fourteen (14) days. Such positions shall be considered open for bid for this fourteen (14) day period.
- B. In the event more than one employee submits a written bid to the Employer for a lateral transfer position, the position shall be filled by the bidding employee with the greatest seniority. In the event more than one employee submits a written request for an appointed position (HAZMAT/Specialty Team/Fire Prevention Bureau) the position shall be filled by the employee with the greatest seniority meeting the requirements, qualifications and restrictions of the appointment.
- C. In the event the Employer determines, for just cause, that transfer of the senior applicant is not in the best interest of the department, the next senior applicant will be transferred to fill the position. In every case the employer shall provide to the senior bidder not

accepted, a written statement of the reasons and factual basis on which the decision not to transfer or appoint him to the position was made.

- D. In the event no bid is received for a position the Employer has the right to assign the position to any employee within the bottom twenty-five percent (25%) seniority of the rank in which the opening exists.
- E. The seniority of fire fighters shall be determined by the employee's date of permanent appointment as a fire fighter. In the event two (2) or more employees have the same date of permanent appointment, their seniority will be determined by their numerical position on the Civil Service list from which they were appointed. In the event department rank is not a requirement of the position section 32.1-E shall be used.
- F. The seniority of fire officers within ranks will be determined by the date the employee was promoted to the position they hold. In the event that two (2) or more employees have the same date of permanent promotion, their seniority will be determined by their numerical position on the Civil Service list from which they were promoted.
- G. If an employee wishes to vacate his bid spot, he must notify the Fire Chief in writing no later than October 1; his spot will be placed up for bid according to the Job Bid Article.
- H. For Fire Department training purposes, the Fire Chief may reassign a person in a job bid position temporarily not to exceed ninety (90) calendar days.
- I. In the event a job opening is created because of disciplinary reasons, the bottom twenty-five percent (25%) of each job bid classification may be subject to movement, i.e., bottom twenty-five percent (25%) of Firefighter, Lieutenant, Captain, and Assistant Chief bid positions.

Section 32.2 The jobs open to this process shall be:

- 1. All positions at station 2, 3, 4
- 2. Fire fighter at station 1 (each shift)
- 3. Lieutenant at station 1 (each shift)
- 4. Captain at station 1 (each shift)
- 5. Assistant Chief
- 6. Fire Marshal
- 7. Fire prevention bureau*
- 8. Hazmat team*
- 9. All specialty teams*
- 10. Training officer

* Appointment(s) may have special requirements, qualifications or restrictions. Requirements, qualifications or restrictions shall be stated in job posting.

ARTICLE 33
DISCIPLINARY PROCEDURE

Section 33.1 Any action which reflects discredit upon the service, or is a direct hindrance to the effective performance of the Elyria Fire Department's functions shall be considered just cause for disciplinary action, though disciplinary action may be caused by causes and complaints other than those listed:

- A. Habitual use of alcoholic beverages to excess or the use of narcotics.
- B. Has been adjudged guilty of a crime involving moral turpitude, or infamous or disgraceful conduct.
- C. Partaking of intoxicating beverages and or controlled substances; or intoxication while on duty.
- D. Offensive conduct or language toward the public or toward city officers or employees.
- E. Insubordination.
- F. Incompetence to perform the duties of his or her position.
- G. Negligence in the care and handling of city property.
- H. Violation of any lawful and reasonable official regulation made or given by his or her superior officer, where such violation or failure to obey amounted to an act of insubordination or a serious breach of proper discipline, or resulted, or might have reasonably have been expected to result in loss or injury to the city, or to the public.
- I. Commission of acts or omissions unbecoming an incumbent of the particular office or position held, which render his reprimand, suspension, demotion, or discharge necessary or desirable for the economical or efficient conduct of business of the Elyria Fire Department.
- J. Willful violation of the rules promulgated there under.
- K. Has induced or attempted to induce any officer or employee in the fire department to commit an illegal act or to act in violation of any lawful and reasonable departmental or official regulation or order, or has participated therein.
- L. Solicitation or receipt from any person, or participation in, any fee, gift, or other valuable thing in the course of work, when such fee, gift, or other valuable thing is given for, or with expectation of, receiving favor or preferential treatment.
- M. Any cause specified in the municipal code.

Section 33.2 Whenever the Employer determines that there may be cause for disciplinary action that would result in a loss of pay or position (e.g., suspension, demotion, or discharge), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. The affected employee may elect to have a representative of the Union present at any such predisciplinary conference. It shall be the responsibility of the Employer to notify the affected employee of the right to Union representation.

Prior to the predisciplinary conference, the individual shall receive written notice of the alleged violation which shall include:

1. The procedure or rule alleged to have been violated.
2. The date or dates upon which and the place or places at which the acts or omissions occurred.
3. A statement of the alleged acts or omissions, and
4. The form of discipline that may be imposed.

The Employer will decide what discipline, if any, is appropriate within five (5) days following the predisciplinary conference.

Section 33.3 Disciplinary action or measures shall include the following:

A. Reprimand or warning:

Whenever an employee's performance falls below the required level, or when an employee's conduct falls under one of the causes for action listed previously, his or her supervisor shall inform him or her promptly and specifically of such lapses. If appropriate and justified, following a discussion of the matter, a reasonable period of time for correction may be allowed before any further disciplinary action is initiated. In situations where such an oral warning has not resulted in the correction of the condition within the specified time period, or where more severe initial action is warranted, a written reprimand shall be sent to the employee, and a copy placed in the employee's personnel file.

B. Suspensions:

In those instances where one or more written reprimand has not proven to be effective, or in those cases where the seriousness of the events or conditions warrant it, an employee may be suspended without pay by the Fire Chief for a period not to exceed thirty calendar days. If an Employee is suspended, the chief shall forthwith certify the suspension in writing, together with the cause for such suspension, to the Safety Service Director. Upon certification of a suspension to the Safety Service Director, the Director will review the suspension, inquire into the cause of the suspension, and render judgment.

C. Demotion and Dismissal:

When other forms of discipline have proven ineffective, or where the seriousness of the offense or condition warrants it, the employer may demote or dismiss the employee for just cause.

Section 33.4 Employees who are suspended, reduced, or discharged by the Employer for just cause in accordance with this article may bring a grievance directly to Step 3 of the grievance procedure.

Section 33.5 A member who has been disciplined for a violation of any of these rules and regulations may submit a brief written statement to the Chief regarding the incident or situation involved; the member may provide an explanation of the incident, may show cause why the member believes that he or she was not in violation, or may otherwise address the disciplinary action. Such material will be placed in the member's personal file upon request.

ARTICLE 34
MINIMUM APPARATUS STAFFING

Section 34.1 In an effort to provide for the safety of Firefighters and the citizens of the City of Elyria, there shall be a minimum number of personnel assigned to Fire Department Vehicles.

Section 34.2 Any time a Fire Department vehicle is placed into service for emergency response situations, it shall maintain the following minimum number of personnel on the vehicle:

- A. Engine Companies - minimum of three (3) personnel, recommended four (4);
- B. Tower or Ladder Companies - minimum of three (3) personnel, recommended four (4);
- C. Rescue Truck - minimum two (2) personnel;
- D. Support Vehicles - minimum one (1) personnel.

All personnel shall be properly trained on operations of vehicles that they are riding.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.1 This agreement shall be effective on July 1, 2014, and shall remain in full force and effect until December 31, 2015, unless otherwise terminated as provided.

Section 35.2 If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date.

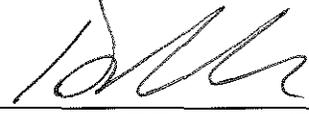
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this 16 day of MARCH, 2015.

For the City of Elyria

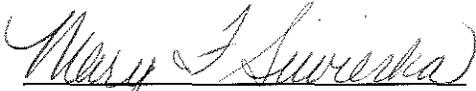
**For The Elyria, Local #474
International Association Of
Fire Fighters**



Holly Brinda, Mayor



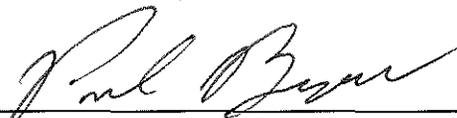
President, I.A.F.F. Local #474



Mary Szwierka
Safety Service Director



Vice President, I.A.F.F. Local #474



Secretary, Local #474



Treasurer, Local #474

Negotiating Committee Member

Negotiating Committee Member

Negotiating Committee Member

Ryan Lemmerbrock, Esq.
Attorney for Local #474

APPENDIX "A"
ELYRIA CITY AUDITOR'S DEPARTMENT
AUTHORIZATION FOR PAYROLL DEDUCTION
FIRE AND POLICE DEPARTMENTS

BY _____
(Please Print) LAST NAME MIDDLE FIRST

EFFECTIVE _____, I HEREBY REQUEST AND
AUTHORIZE YOU TO DEDUCT FROM MY EARNINGS EACH _____
(Payroll period)

SUFFICIENT TO PROVIDE FOR THE REGULAR PAYMENT OF THE CURRENT
RATE OF MONTHLY ASSOCIATION DUES OF THE I.A.F.F. _____ F.O.P. _____
E.P.P.A. _____. THE AMOUNTS DEDUCTED SHALL BE PAID TO THE
TREASURER OF THE LOCAL ASSOCIATION. THIS AUTHORIZATION SHALL
REMAIN IN EFFECT UNLESS TERMINATED BY ME.

EMPLOYEE'S SIGNATURE

ADDRESS

APPENDIX B
CITY OF ELYRIA & LOCAL 474, IAFF
GRIEVANCE APPEAL FORM
Step 1 (Fire Chief)

Name of Employee: _____ Grievance No. _____

Classification: _____

Date and Time Grievance Occurred: _____

Where Grievance Occurred: _____

Article(s) And Section(s) Of The Agreement Violated: _____

Description of Incident: _____

Employee's Signature: _____ Date: _____

Received By Fire Chief's Representative: Name: _____

Signature: _____ Date: _____

Fire Chief's Answer:

Fire Chief's Signature: _____ Date: _____

I.A.F.F.
GRIEVANCE APPEAL FORM
STEP 2
Safety Service Director

Grievance No. _____

Delivered By Grievance Committee to Safety Service Director:

Name of Employee Grievant _____

Committee Member's Name: (Print or Type): _____

Committee Member's Signature: _____ Date: _____

Received By (Administration Representative)

Name: (Print or Type) _____

Signature: _____ Date: _____

Director's Answer:

Safety-Service Director's Signature: _____

Date: _____

I.A.F.F.
GRIEVANCE APPEAL FORM
STEP 3
Mayor

Grievance No. _____

Delivered By Grievance Committee to Mayor:

Name of Employee Grievant _____

Committee Member's Name: (Print or Type): _____

Committee Member's Signature: _____ Date: _____

Received By (Administration Representative)

Name: (Print or Type) _____

Signature: _____ Date: _____

Mayor's Answer:

Mayor's Signature: _____ Date: _____

**I.A.F.F.
APPENDIX "C"
AGREEMENT**

The City of Elyria, by and between the Safety Service Director, the Employer, and

_____, the Employee, agree as follows:

WHEREAS, the Employee has been injured during the course of his or her employment with the City of Elyria and has filed a claim for Worker's Compensation, said injury having occurred on or about _____, and the claim being numbered _____, and

WHEREAS, the Employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury, and also intends to file and/or file with the Industrial Commission of Ohio as claim,

NOW, THEREFORE, it is agreed by the Employer and Employee as follows: That if the Employer pays and/or has paid the Employee's regular compensation under pertinent City labor agreement during the period of the employee's disability aforesaid, such Employee shall reimburse the Employer for any monies paid should the claim be disallowed for any reason. Such payment shall be made in case or through the exchange of unused but credited paid leaves.

The Employee authorizes a copy of this agreement to be filed with the Industrial Commission of Ohio and it is hereby authorized to carry out the terms and provisions hereof.

CITY OF ELYRIA, Employer

By: _____

Employee: _____ DATE: _____

LETTER OF UNDERSTANDING

The Elyria Fire Fighters, IAFF Local 474 (Union), and the City of Elyria (City) hereby agree that any ratified modifications to the existing terms of the collective bargaining agreement relating to layoffs and/or seniority are prospective only as to their effect and applicability. Any ratified modifications to the terms of the collective bargaining agreement relating to layoffs and/or seniority have no effect or impact upon any currently pending civil service litigation, including Jamison Norris et al. v. City of Elyria, Court of Appeals Case No. 10CA009900.

LETTER OF UNDERSTANDING
NO LAYOFFS

The Elyria Fire Fighters, IAFF Local 474 and the City of Elyria hereby agree that for the duration of the current Collective Bargaining Agreement (through December 31, 2015), there shall be no reduction in force of the bargaining unit members of Local 474 (i.e., no layoffs, no positions abolished, etc.).

LETTER OF UNDERSTANDING
SUSPENSION OF HOLIDAY TIME CASH-OUT FOR 2015

The Elyria Fire Fighters, IAFF Local 474 and the City of Elyria hereby agree that for the duration of the current Collective Bargaining Agreement (through December 31, 2015), there shall be no cash-out of accumulated floating or holiday time (five hundred [500] hours per year maximum) as provided for under Article 17, Section 17.6 of the Collective Bargaining Agreement (i.e., no cash-out of the accumulated floating or holiday time above the annual one hundred ninety-two [192] hours of holiday time set forth under Article 17, Section 17.1). However, the maximum amount of floating or holiday time which an employee may accumulate at the end of each calendar year (i.e., carryover), shall be increased to three hundred twenty-five (325) hours. This Letter of Understanding regarding the suspension of holiday time cash-out shall be null and void as of December 31, 2015.