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COLLECTIVE BARGAINING

AGREEMENT BETWEEN

THE CITY OF AVON LAKE

AND

AVON LAKE FIREFIGHTERS

LOCAL 1361

EFFECTIVE: JULY 1, 2014

EXPIRES: JUNE 30, 2017

COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

ARTICLE 1. PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Avon Lake, Ohio, hereinafter referred to as "The City" and the International Association of Firefighters, Local#1361, hereinafter referred to as "The Association."

ARTICLE 2. PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships between employer and employees, and to insure orderly and uninterrupted efficient operations, the City and the Association now desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following:

1. To recognize the legitimate interests of all members of the Association in participating through collective bargaining in the determination of the terms and conditions of their employment;
2. To promote fair and reasonable working conditions;
3. To promote efficiency of service to the citizens of Avon Lake;
4. To provide a basis for the adjustments of matters of mutual interest by means of amicable discussion.

ARTICLE 3. RECOGNITION

3.01 The City hereby recognizes the Association as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees of the Fire Department occupying the position of Fire/EMT, Firefighter Paramedic, and Lieutenant.

3.02 The Union's exclusive bargaining unit includes the job classifications listed in Section 1 above except as may be mutually agreed otherwise.

ARTICLE 4. RIGHT TO MANAGE

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

1. Hire, discharge, transfer, suspend and discipline employees;

2. Determine the number of persons required to be employed or laid off;
 3. Determine the required qualifications of employees covered by this Agreement consistent with Civil Service Rules and Regulations;
 4. Determine the starting and quitting time and the number of hours to be worked by its employees, except as may be otherwise agreed and provided for in this Agreement;
 5. Make any and all reasonable rules and regulations;
 6. Determine the work assignments of its employees;
 7. Determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement consistent with Civil Service Rules and Regulations;
 8. Determine the type of equipment used and the sequence of work processes;
 9. Determine the making of technological alterations by revising either process or equipment or both;
 10. Determine work standards and the quality of work to be produced;
 11. Select and locate buildings and other facilities;
 12. Establish, expand, transfer and or consolidate work processes and facilities;
 13. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect legal status, management, or responsibility of such property, facilities or processes of work.
- 4.02 In addition, the Association agrees that all of the functions, rights, powers, responsibilities and authority of the City, in regard to the operation of its work and business and the direction of its work force which the City has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain exclusively those of the City.

ARTICLE 5. ASSOCIATION RIGHTS

- 5.01 The Association shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the City to represent the Association in City/Association related matters. The names of Association members so selected shall be certified in writing to the City.
- 5.02 The Association recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint, or coercion from the City, and shall respect the rights of all employees of the Fire Department.

- 5.03 The Association shall have the right to solicit membership of all new full-time Firefighters and Firefighter/Paramedics, and the City agrees not to interfere with the rights of said employees to join and participate in lawful Association activities.
- 5.04 Regular monthly meetings of the Association members shall be permitted on City premises. Special meetings may be permitted on City premises provided written permission from the Mayor or his duly authorized representative is obtained beforehand.
- 5.05 The City agrees during work hours, one (1) Association member while on the City's premises and without loss of pay may with the prior authorization of the Fire Chief: (1) Post Association notices; (2) Transmit communications, authorized by its officers, to the City or its representatives; (3) Consult with City representatives, Association officers, or other Association representatives concerning the enforcement, interpretation, application or claim of violation of any provision of this Agreement.
- 5.06 One (1) union representative appointed by the executive board or elected by the membership, shall be granted time off duty without loss of pay, holiday time, vacation time, or personal leave time, to attend negotiation sessions, conventions and conferences each year. Depending upon shift staffing, additional union representatives may be granted time off with the approval of the Fire Chief. Total time off duty under this Article shall not exceed four (4) days per year, and shall require a written notification to the Fire Chief five (5) working days in advance of need for time off. For purposes of this article, a representative's day shall be defined by the shift the representative is working, either eight (8) hours or twenty-four (24) hours. The Fire Chief shall have the discretion to waive the notification period of five (5) working days.

ARTICLE 6. NO STRIKE/NO LOCK OUT

- 6.01 The Association does hereby affirm and agree that it will neither directly nor indirectly call, sanction, encourage, finance nor assist in any way, nor shall any Association member instigate nor participate, neither directly nor indirectly, in any strike, slowdown, walkout, work stoppage, nor other concerted interference with, nor the withholding of services from, the City.
- 6.02 In addition, the Association shall cooperate at all times with the City in the continuance of its operations and services, and the fulfilling of its contractual Agreements, and shall actively discourage any attempt to violate this Article. If any violation of this Article occurs, the Association shall immediately notify all Association members that the strike, slowdown, work stoppage or other concerted interference with or the withholding of services from the City is prohibited, not sanctioned by the Association and order all Association members to return to work immediately.
- 6.03 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis for the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and to obtain immediate injunctive relief, along with the Association indemnifying and holding the City harmless from any and all costs arising from the violation of this Article.

6.04 The City shall not lockout any Association member for the duration of this Agreement.

ARTICLE 7. NO PRIVATIZATION

7.01 The employer shall not contract out Fire Fighting and Paramedic services which are currently being performed by the bargaining unit, for the duration of this Agreement, without good faith negotiations with the bargaining unit of said Division.

ARTICLE 8. NON-DISCRIMINATION

8.01 The City and the Association agree not to discriminate against or grant preferential treatment to any employee on the basis of race, color, religion, national ancestry, national origin, disability, age, sex, military status, or genetic information.

ARTICLE 9. RULES, REGULATIONS AND WORK RULES

9.01 It is understood and agreed that the City has the statutory authority to promulgate work rules, policies, procedures, and directives to regulate the conduct of the City's business. New department written rules and regulations will be furnished to each employee within ten (10) working days. The employer will prepare all prior written orders which are still effective, posting orders in a place accessible to all Union members. The purpose and intent of this Section shall be that each employee be advised of new rules and regulations. Distribution and posting of rules, policies, procedures, and directives may be made through electronic media or any other media as determined by the fire chief provided said media is accessible to employees. There shall be a central location where all said written information will be made available.

9.02 The Association agrees that its members shall comply with all rules and regulations, policies, procedures and directives, including those relating to conduct and work performance.

9.03 It is hereby mutually agreed that from time to time work rules may be discussed between the Association and the Chief of the Fire Department to insure a harmonious relationship, good working conditions and efficiency.

ARTICLE 10. SAFETY AND HEALTH

10.01 The Association shall designate a Safety Committee, consisting of up to three (3) members of the bargaining unit, to discuss matters of safety, health and sanitation. Should a situation arise that requires corrective action, the Committee's findings, along with a recommendation shall be forwarded to the Fire Chief. His corrective action or reply to the Safety Committee shall be made within five (5) calendar days.

10.02 Should a dispute exist as to the Chief's corrective action or response, the Committee may submit their recommendation to the Safety Director. His reply shall be made within five

(5) calendar days to the Safety Committee.

10.03 If the dispute is not settled after the Safety Director's reply or proposed corrective action, the Union has the option to submit the safety issue directly to the Mayor's step of the grievance procedure outlined in Section 21.03 of this Agreement.

ARTICLE 11. HEADINGS AND INTERPRETATION

11.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation for said Article nor affect any interpretation of any such Article.

11.02 It is further understood and agreed that words of one gender include the other gender.

ARTICLE 12. HOURS OF WORK

12.01 During the period of this Agreement, each employee assigned to a shift (platoon) shall work a normal tour of duty which shall be a twenty-four (24) hour tour and shall be so assigned by the Fire Chief. Once assigned, 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, he shall be off duty for four (4) calendar days and then revert to his normal schedule of twenty-four (24) hours on duty and then twenty-four (24) hours off duty.

(a) On-duty hours shall be an average of fifty (50) hours per week over a nine (9) calendar week period (2,600 hours per year).

(b) Employees covered by this Agreement who are assigned to a shift (platoon) shall be given time off with pay to accomplish the terms of-paragraph (a) above and in order to comply with the Fair Labor Standards Act. Time off shall be taken in twenty-four (24) hour increments and shall accumulate at the rate of six (6)-hours per week. Said full days shall be scheduled by seniority in January and taken immediately following the accumulation cycle – which consists of a four week duty tour.

(c) In the event that twenty-four (24) hours have not been accumulated at the end of the calendar year, said time shall be carried over from year to year. In the event this specific item is deleted from any future Collective Bargaining Agreements between the City and the Association, all covered employees who have any unused accumulated hours shall be paid for same at a rate of one and one-half (1 ½) times their normal rate of pay.

(d) Regardless of the provisions heretofore set forth in this paragraph, a Fire Lieutenant who is assigned by the Fire Chief as the Fire Prevention Officer or Training Officer, shall work a forty (40) hour calendar work week as set by the Fire Chief to perform the duties of said position as established by City Ordinance and those provisions of this Agreement which relate to Hours of Work shall not apply.

12.02 All hours worked in excess of the normal tour of duty in Section 12.01 shall be considered overtime.

ARTICLE 13.

OVERTIME COMPENSATION

- 13.01 Overtime compensation shall be paid at a rate of one and one-half (1 ½) times the employee's basic hourly rate.
- 13.02 The basic hourly rate shall be determined by dividing the employee's bi-weekly wage by eighty (80) hours.
- 13.03 An employee called into work while on time off shall be granted a minimum of two (2) hours pay at the overtime rate as established by Section 13.02.
- 13.04 When an employee is called into work to fulfill the minimum manning requirements during an emergency in which the OIC determines that personnel resources are committed and requests that the station be re-manned, the employee called in shall be granted a minimum of two (2) hours pay at the overtime rate as established by Section 13.02. The employee shall be released from duty once minimum manning is back to the required level. If another emergency occurs after the previous emergency has been resolved and original manning has been restored, any employee still on station prior to the lapse of sixty (60) minutes from being released from the call in shall be considered a carry over from the original emergency manning call and shall not be eligible for an additional minimum two (2) hours of pay, if the employee accepts the call.
- 13.05 Employees will not be eligible to be called in to work overtime while on sick leave or personal leave except in the event of a department-wide emergency, with approval of the Chief.
- 13.06 Upon the completion of an employee's tour of duty, any employee remaining on station prior to the lapse of sixty (60) minutes will be considered a carry over for overtime computation purposes and will be paid for actual hours worked; not eligible for a two (2) hour call in minimum.
- 13.07 Upon start of an employee's shift, any employee arriving at work up to sixty (60) minutes prior to start of his/her shift, will be paid overtime for actual hours worked; not eligible for a two (2) hour call in minimum.

ARTICLE 14.

ACTING OFFICER COMPENSATION

- 14.01 Whenever both regular Officer(s) are absent or excused from duties, the Fire Chief may designate an acting Officer provided that both regular shift officers are absent or excused from duty for not less than one (1) hour. The acting Officer shall be compensated at the base rate of the highest officer classification established at the time the employee fulfills the role of acting officer.
- 14.02 If an Officer other than the regular shift Officer is present on the shift, that Officer shall assume the duties and responsibilities of the absent shift Officer.

ARTICLE 15.

UNIFORM ALLOWANCE

- 15.01 There is hereby established a first-year uniform allowance for each new full-time employee covered by this Agreement. The first-year uniform allowance is intended to be for the calendar year in which the employee is hired. The employee will be eligible for additional allowance after January 1 following the year of employment. The first-year uniform allowance will be one thousand two hundred and fifty (\$1,250.00) dollars paid in accordance with Article 15.02. The new employee will have thirty (30) days after the successful completion of their probationary period to purchase their full Class A uniform.
- 15.02 Thereafter, there shall be an annual allowance for each full-time employee for maintaining and replacing his official fire uniform as becomes necessary or advisable by reason of use and wear in the performance of active duty. The annual uniform allowance shall be eight hundred (\$800.00) dollars, for all bargaining unit members. Such uniform allowance shall be paid by the Director of Finance in two (2) equal installments on the scheduled payday immediately preceding April 1 and October 1 of each year.
- 15.03 In the event damage occurs to the regulation uniform as prescribed by the Fire Chief while the employee is performing his or her official public duties, and the damage so caused makes the further use of the uniform unserviceable, upon notification to and authorization by the Chief, it shall be replaced by the City of Avon Lake. An employee shall be eligible to replace each damaged uniform item, referenced in Appendix (A), a maximum of one time per calendar year.
- 15.04 The prescribed work uniform and minimum requirements are set out and attached as Appendix A, and which shall be incorporated into the Agreement.
- 15.05 If there is a better alternative to the recommended brand used for the prescribed work uniform (e.g. less expensive, higher quality), then that alternative may be used upon consent of the Fire Chief and the membership.

ARTICLE 16.

HOLIDAYS

- 16.01 All employees covered by this Agreement except those covered in Section 16.02 shall be granted a twenty-four (24) hour period of time off for each of the following holidays:
1. New Years Day
 2. Good Friday
 3. Memorial Day
 4. Independence Day
 5. Labor Day
 6. Thanksgiving Day
 7. Day after Thanksgiving
 8. Christmas Day

After the first anniversary, all members shall receive three (3) personal leave days. All employees shall be granted a thirty-six (36) hour period of time off for each of the above-mentioned holidays when they work such a holiday.

- 16.02 All employees covered by this Agreement who work a scheduled forty (40) hour week shall be given the above holidays off with pay, including three (3) personal leave days). In the event a holiday falls on a Saturday, the preceding day, Friday, shall be the holiday. In the event a holiday falls on a Sunday, the next day, Monday, shall be the holiday. Should the employee be required to work one (1) of the above holidays, the employee shall be granted a total of twelve (12) hours off with pay for working that holiday.
- 16.03 In no event shall such time off be granted prior to any of the above-mentioned holidays. All holiday time shall be taken off according to this article as approved by the Fire Chief. Employees shall be eligible to bank a maximum of 240 holiday hours.
- 16.04 No personal leave days may be scheduled for Christmas Eve, Christmas Day, New Year's Eve and New Year's Day without the specific approval of the Fire Chief.
- 16.05 Any unused personal leave day(s) not used after December 31 may be "cashed in" at the employee's appropriate hourly rate in the year the days were accumulated under 16.06. Employees may be paid for unused personal leave time "cashed in" in increments of sixty (60) minutes.
- 16.06 Upon separation of employment, except for termination with just cause, an employee shall be compensated for any unused holiday time and personal leave time. Compensation shall be an hourly rate computed by dividing the employee's bi-weekly wage by one hundred (100) hours times the number of unused holiday or personal leave hours accumulated. In case of a forty (40) hour employee, the employee's bi-weekly wage shall be divided by eighty (80) hours, times the number of unused holiday or personal leave hours accumulated.
- 16.07 In case of a deceased employee, holiday pay shall be paid to the next of kin or executor or administrator of the Estate.

ARTICLE 17. VACATION

- 17.01 All full-time employees covered by this Agreement who have been in the continuous employment of the City for a period of twelve (12) months or more shall be allowed an annual vacation with pay of two (2) normal work weeks. All regular full-time employees who have been employed for less than twelve (12) months will receive vacation for each full month of employment based on the current work week up to a maximum of the first year allowance on a prorated scale.
- 17.02 All full-time employees who have been in the employment of the City for a period of five (5) years of continuous service shall be granted three (3) normal work weeks of vacation with pay; after ten (10) years of continuous service shall be granted four (4) normal work weeks of vacation with pay; and after twenty (20) years of continuous service shall be granted five (5) normal work weeks of vacation with pay. All earned vacations shall become effective the January 1 after completion of the above years of service.
- 17.03 Vacations may not be accumulated and must be taken not later than the end of the subsequent year of service for which the vacation was earned, unless an extension is authorized by the Mayor.

- 17.04 Upon separation of employment, except termination with just cause, an employee shall be paid for vacation time earned the previous year but not taken, and earned but not taken in the year of separation or retirement. Compensation shall be an hourly rate computed by dividing the employee's bi-weekly wage by one hundred (100) hours times the number of unused hours of vacation provided the employee has twelve (12) months or more continuous service. In the case of a forty (40) hour employee, the employee's bi-weekly wage shall be divided by eighty (80) hours, times the unused hours of vacation provided the employee has twelve (12) months or more of continuous service.
- 17.05 Vacation allowance calculated on the basis of Section 17.04 hereof shall be paid to the next of kin or executor or administrator of a deceased employee.
- 17.06 Vacation time shall be scheduled as nearly as possible to conform with the proper functioning of the Department as well as to suit the convenience of the employees, and is subject to the approval of the Fire Chief, subject to the review of the Safety Director.
- 17.07 Notwithstanding the provisions of this Article, any member covered by this agreement who has prior service with another government agency(ies) shall have his/her time from such other agency(ies) transferred and added for the purpose of vacation time calculation.

ARTICLE 18. HEALTH INSURANCE

Section 1. All full time employees of the bargaining unit shall be eligible to participate in a group health care plan established by the City, which shall include medical, dental, vision, and prescription drug coverage. The City shall offer a base plan and may offer an alternate, less expensive plan. Cost containment measures may be adopted by the City pursuant to the provisions of Section 3 herein.

Eligible employees may elect the base or alternate plan, and single or family coverage (or other appropriate and available tier) at their option and in accordance with the provisions/requirements of the plan(s).

Additionally, any surcharge for continuing coverage for an overage child shall be the responsibility of the employee

Section 2. Cost Sharing. Participating employees shall be required to share in the cost of health care coverage up to the maximums permitted by the Patient Protection and Affordable Care Act (ACA). Effective July 1, 2014, the Employer shall contribute ninety percent (90%) and the employee shall contribute ten percent (10%) of the total cost for medical, dental, vision, and prescription drug coverage based upon the cost for the base or alternate plan, as applicable. Effective July 1, 2016, the Employer shall contribute eighty-nine percent (89%) and the employee shall contribute eleven percent (11%) of the total cost for medical, dental, vision, and prescription drug coverage based upon the cost for the base or alternate plan, as applicable.

Section 3. Health Care Committee. A health care committee will be created for the purposes of reviewing usage, studying cost containment programs and options for health plan coverage (medical, dental, vision, and prescription), and recommending changes to the plan and benefit levels. Once created, the Union agrees to participate in the committee. The first order of the committee shall be to establish by-laws/ground rules and the parties recognize that no by-law/ground rule can supersede or conflict with the provisions herein.

The committee shall consist of the following representatives from the recognized bargaining units, non-bargaining employees, and administration. Each representative must be an active participant in a City provided group health care plan except as otherwise provided herein.

FOP/OLC - Dispatchers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Patrol Officers: One (1) employee representative selected by the applicable bargaining unit employees

FOP/OLC - Sergeants and Lieutenants: One (1) employee representative selected by the applicable bargaining unit employees

IAFF: One (1) firefighter/paramedic representative selected by the applicable bargaining unit employees

IAFF: One (1) rank officer representative selected by the applicable bargaining unit employees

USW LOCAL 836: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 836-1: One (1) employee representative selected by the applicable bargaining unit employees

USW LOCAL 1-865: One (1) employee representative selected by the applicable bargaining unit employees

Non-bargaining unit: One (1) employee representative selected by the non-management, non-bargaining unit employees

Administration: Up to five (5) administrators/department heads selected by the Mayor/designee; and one of the administrators shall be the Director of Human Resources, whether a plan participant or not.

The Mayor, plus one staff representative from each certified Union may attend all or some of the committee meetings for informational purposes, but shall not be a voting member. Additionally, the City's health care consultant and labor relations consultant of the City may also be requested to attend for informational purposes only.

The health care committee shall have the authority to recommend alterations to the plan(s) and benefit levels and/or to recommend adjustments to coverage levels for the next plan year through a majority vote. Recommendations will be in compliance with the ACA regarding coverage levels and will be submitted to the Mayor in writing at least thirty (30) calendar days prior to the end of the applicable plan year, except where the deadline is extended in conjunction with the City's health care consultant and the applicable plan provider. Specifically, the committee may recommend any of the following options:

- A. To keep the same plan and/or benefit levels and pass on any cost increase consistent with the cost sharing provisions set forth in Section 2; or
- B. To change the plan and/or alter the benefit levels to reduce or minimize the cost increase to be passed on; or
- C. To change the plan and/or alter the benefit levels so that there is no increase in the cost of the plan(s).

A timely and valid recommended option of the health care committee (A, B or C above) will be considered an agreement between all the bargaining units and the City, and will be implemented by the City.

If, however, the health care committee fails to submit a timely and valid recommendation for the following plan year, Option A shall apply and will be implemented.

Section 4. "Opt-Out". The City will provide members of the bargaining unit a cash incentive plan for those eligible employees electing to "opt-out" of the medical, dental, vision and prescription drug coverage that is made available. Any bargaining unit member that elects to "opt-out" of family or single insurance coverage shall receive a cash incentive equal to forty percent (40%) of the monthly premium cost. To be eligible, the employee must show proof of insurance from an alternative source, excluding the City of Avon Lake. The City shall permit the bargaining unit member the ability to enroll back into the medical, dental, vision and prescription drug plan provided by the City during open enrollment periods throughout the duration of this collective bargaining agreement, or upon a qualifying event. The City shall provide bargaining unit members the time period for open enrollment and definitions of allowable qualifying events.

ARTICLE 19. LIFE INSURANCE

19.01 The City shall provide full premium payment for thirty five thousand dollars (\$35,000) life insurance coverage per Firefighter, upon availability, for the group term life insurance contract subject to reduction and/or cancellation in accordance with the terms of such contract.

19.02 The City shall provide full premium payment for thirty five thousand dollars (\$35,000) life insurance coverage per Officer, upon availability, for the group term life insurance contract subject to reduction and/or cancellation in accordance with the terms of such contract.

ARTICLE 20. LONGEVITY

20.01 All eligible employees shall receive, in addition to such employee's compensation established by any ordinance, longevity based on the number of continuous years of service with the City, including interim military service, as determined on December 1st of each year, in accordance with the following schedule:

<u>Consecutive full Years of service</u>	<u>Amount of Annual Longevity Pay</u>
6 years	\$ 400.00
7 years	450.00
8 years	500.00
9 years	550.00
10 years	625.00
11 years	700.00
12 years	775.00
13 years	850.00
14 years	925.00

15 years	1,000.00
16 years	1,075.00
17 years	1,150.00
18 years	1,225.00
19 years	1,300.00
20 or more years	\$1,650.00

per year until termination

- 20.02 The longevity compensation shall be paid to eligible full-time employees on the first pay date in December of each year.
- 20.03 Except for termination for just cause, eligible full-time employees who terminate their employment on a date which falls after the first pay date in December, and November 30th of the following year, shall receive that portion of longevity compensation to which they are entitled, on a prorata basis, up to the date of termination.
- 20.04 In the case of a deceased employee, longevity compensation shall be paid to the next of kin or executor or administrator of the estate.
- 20.05 In computing longevity compensation for the first eligible year, the employee shall be compensated on a prorated month-to-month basis determined by the number of months (an eligible month for proration being twenty (20) or more days between the employee's sixth (6th) anniversary date of employment and the next December 1. Such prorated compensation shall be added to the first entitlement longevity compensation.
- 20.06 The monetary value of proration described in the Section shall be determined by the following formula: eligible months divided by twelve (12), times the entitlement amount of Section 20.01 of this Article.

ARTICLE 21. GRIEVANCE PROCEDURE

- 21.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this Procedure.
- 21.02 For the purposes of this Procedure, the below listed terms are defined as follows:
 - (a) Grievance – A “grievance” shall be defined as a dispute or controversy arising between an employee or employee organization and the City and/or involving disputed interpretations of the specific and express written provisions of this Agreement.
 - (b) Aggrieved Party – The “aggrieved party” shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
 - (c) Days – A “day” as used in this Procedure shall mean calendar days
 - (d) The preparation and processing of grievances shall be conducted only during non-working

hours except for purposes of 21.03 (a).

- (e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Association, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this Procedure, while such adjustment shall be binding upon the aggrieved party, and shall, in all respects be final, said adjustment shall not create a precedent or ruling upon the employer in the future proceedings.
- (f) The aggrieved party may choose a local Union officer or Union representative to represent them at any step of the Grievance Procedure. The Union has a right to have a representative present at all grievance proceedings and/or meetings outlined in this procedure.
- (g) The time limits provided herein shall be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- (h) This Procedure shall not be used for the purpose of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

21.03 Procedure for Consideration of Employee Grievance:

- (a) Within fourteen (14) days of the incident giving rise to the grievance or fourteen (14) days after the employee knew or should have known the facts giving rise to the grievance, the employee shall bring the complaint to the attention of the Fire Chief.
- (b) Employee grievances shall, in the first instance, be discussed between the individual employee and the Fire Chief. If the problem is not thereby resolved to the satisfaction of each, the grievant and the employee's union representative may meet with the Fire Chief for discussion of the grievance in an attempt to settle it to the satisfaction of the parties concerned.
- (c) In the event an employee grievance cannot be resolved by such discussions with the Fire Chief, within fourteen (14) days after the discussion, the employee, or the employee organization, shall have the right to submit such grievance in written form to the Mayor/Human Resources Director for his/her consideration and evaluation. A copy shall at the same time be provided to the Fire Chief involved, and the Mayor/Human Resources Director shall, within fourteen (14) days after receipt of such a request for his/her review, arrange for a meeting with the parties involved and shall attempt to resolve the dispute. The Human Resource Director shall furnish a final answer to the employee, and the president of the employee organization, within fourteen (14) days after meeting with the parties involved.
- (d) In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, the Union may submit the grievance to arbitration.

- (e) The parties may mutually agree (in writing) to extend the timelines listed in Section 21.04 to attempt to seek resolution without arbitration.

21.04 Arbitration

- (a) The Union has the right to decide whether to arbitrate a grievance. The right of the Union to submit a grievance to arbitration is limited to a period of thirty (30) calendar days from the date final action was taken on such grievance under Article 21.03 (c) of the grievance procedure, and any grievance not submitted within such a period shall be deemed settled on the basis of the last answer given by the employer.
- (b) The Union shall provide a notice of its intent to arbitrate to the Employer, and, request the American Arbitration Association (“AAA”) provide the parties a list of fifteen (15) impartial persons qualified to act as arbitrator. The request to (“AAA”) shall specify that the arbitrators are to be members of the National Academy of Arbitrators and reside in the State of Ohio.
- (c) The designated representatives of the parties shall attempt to agree upon an arbitrator, or if unsuccessful, use the alternative strike method with the City of Avon Lake striking first, from the list of fifteen (15) arbitrators submitted to the parties by the “AAA”. Each party shall have the option to completely reject one (1) list of names provided by the “AAA” and request another list.

21.05 The arbitrator shall have no power nor authority to add to, subtract from, nor in any manner alter the specific terms of this Agreement, nor to make any award requiring the commission of any action prohibited by law nor make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

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

21.07 The hearing or hearings shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

21.08 The decision of the arbitrator resulting from an arbitration of grievances hereunder shall be in writing and sent to the employer and to Local 1361. The decision of the arbitration shall be binding on both parties.

21.09 The fees and expenses of the arbitrator and cost of the hearing room, if any, will be borne equally by both parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

ARTICLE 22.

SICK LEAVE

22.01 Sick leave shall be provided to each full-time employee in accordance with the provisions of this Agreement.

22.02 Sick Leave Accumulation:

- (a) Each full-time employee shall be advanced five (5) days of immediate sick leave credit which will be charged against the first four (4) months of his/her accumulation of sick leave.
- (b) Sick leave shall be accumulated at the rate of one and one-fourth (1 ¼) days per month. One (1) day equals a twelve (12) hour shift for employees scheduled on a fifty (50) hour shift basis, and one (1) day equals an eight (8) hour shift for employees scheduled on a forty (40) hour basis.
- (c) Accumulation of sick leave shall be unlimited.
- (d) Any full-time employee who has been employed with another public agency or political subdivision shall be credited with the unused balance of his accumulated sick leave from such public agency or subdivision.
- (e) The previously accumulated sick leave of a full-time employee who has been separated from public service shall be placed to his credit upon his reemployment, provided his employment takes place within ten (10) years of the date on which the employee was last terminated from public service, unless the employee has elected to receive termination pay under Section 22.04 of this Article.

22.03 Granting of Sick Leave

- (a) Each employee shall furnish a written, signed statement on forms prescribed by the Council to justify the use of sick leave. Such forms will be made available to the department head and submitted to the department head when completed by the employee.
- (b) Sick leave may be used due to personal illness, injury, exposure to contagious disease which could be communicated to others, and for absence due to illness, injury, or death in the employee's immediate family. The term "immediate family" means father, mother, brother, sister, step-brother, step-sister, husband, wife, child and grandparents of the employee and/or his/her spouse.
 - (1) Sick Leave may also be used for personal pregnancy or spouse's pregnancy. Depending on his/her assignment, the employee member may utilize up to forty (40) hours or fifty (50) consecutive scheduled work hours immediately following the birth of the employee's child without a certificate from a licensed obstetrician, gynecologist, midwife, or obstetric or gynecological nurse practitioner. If the employee or spouse or child develops medical complications associated with the pregnancy, childbirth, and/or recovery from said pregnancy, additional days of sick leave may be used upon the filing of a medical excuse signed by a licensed physician that details the nature of the illness, complications or incapacitation associated with the said pregnancy and/or birth.

- (c) If medical attention is required, or if the absence exceeds five (5) consecutive twelve (12) hour shifts, or five (5) consecutive days for an employee scheduled to work a forty (40) hour week, a certificate stating the nature of the illness from the treating physician may be required to justify the granting of sick leave upon the request of the appointing authority or his designee in the Fire Department. Such physician shall also certify that the employee is able to perform his job duties if the absence exceeds five (5) consecutive twelve (12) hour shifts or five (5) consecutive days for an employee scheduled to work a forty (40) hour week.

Additionally, if the absence exceeds five (5) consecutive twelve (12) hour shifts, or five (5) consecutive days for an employee scheduled to work a forty (40) hour week, such employee may be required to submit to a medical examination by a licensed practicing physician selected by the City before returning to work. The medical examination, if required, shall be limited to the purpose of determining whether or not the employee is able to perform the duties of his job which determination shall be reported in writing by the examining physician so selected by the City, to the City and to the employee, and the costs therefore shall be paid by the City.

If the City's examining physician determines that the employee was able to perform his job duties at the time as determined by the treating physician, the employee shall return to duty and will be considered as having been on a paid leave of absence from the date the employee was scheduled to return to duty, with no other compensation being paid to the employee for such period other than the amount he may have been entitled to as sick leave.

If the City's examining physician determines that the employee is not able to perform his job duties, the employee shall not return to work and will be considered on sick leave to the extent of such leave remaining for the employee, if any.

Upon written request of the employee within seven (7) calendar days from the date such employee receives written notice from the City that he is not to return to work, the City and employee shall thereafter agree within ten (10) calendar days to a third practicing physician who shall perform a third medical examination on the employee for the purpose of determining whether or not the employee is able to perform the duties of his job, which determination shall be reported in writing by such physician to the City and the employee. The cost therefore shall be split and evenly paid by the City and the employee.

Should the third examining physician determine that the employee was able to perform his job duties at the time as determined by the treating physician, the employee shall return to duty and will be considered as having been on a paid leave of absence from the date the employee was scheduled to return to duty, with no other compensation being paid to the employee for such period other than the amount he may have been entitled to as sick leave.

Should the third examining physician determine that the employee is not able to perform his job duties, the employee shall not return to work and will be considered on sick leave to the extent of such leave remaining for the employee, if any.

- (d) Full-time members of the Fire Department on a twenty-four (24) hour shift basis shall be charged for sick leave at the rate of one (1) day for absence from a twelve (12) hour work shift and shall be charged at the rate of two (2) days for absence from a twenty-four (24)

hour work shift. Employees of the Fire Department who are covered by this Agreement and who work a forty (40) hour weekly shift shall be charged for sick leave at the rate of one (1) day for each absence from an eight (8) hour day.

- (e) Application for sick leave with intent to defraud may result in dismissal and refund of salary or wages paid. The City may initiate investigations when an employee is suspected of abusing his sick leave privilege.

22.04 Payment for Unused Sick Leave Upon Separation of Service

Upon separation of service with the City, except for termination with just cause, an employee shall receive payment of unused sick leave as defined in the following provisions:

- (a) A full-time employee who is qualified shall receive fifty percent (50%) of his accumulated sick leave credit up to a maximum of one hundred twenty (120) days. Payment shall be based on a daily rate of pay at the time of separation and shall not exceed sixty (60) days of accumulated unused sick leave.
- (b) Payment under this provision shall eliminate all sick leave credit.
- (c) No employee shall receive more than one (1) payment.
- (d) Should termination be because of death, such remaining accumulated sick leave shall be paid to the surviving spouse or dependent children in order named or to the Executor or Administrator of the Estate.
- (e) Employees whose date of employment is prior to January 1, 1981, shall not be governed by Section 22.04 of this Article. They will receive all accumulated sick leave up to a maximum of one hundred twenty (120) days based on the daily rate of pay at the time of separation of service.

ARTICLE 23.

LEAVE OF ABSENCE AND UNAUTHORIZED ABSENCE

- 23.01 One (1) Year Restriction: With the consent of the Civil Service Commission, an appointing officer may grant a leave of absence without compensation, for a definite or an indefinite period not to exceed one (1) year. Such absences may be granted for good cause among which the following shall be deemed proper: military service, temporary physical disability, or study or training of value in connection with the municipal service. All leaves of absence shall be promptly referred to the Civil Service Commission for approval in order that the Civil Service status of such absentees may be protected.
- 23.02 Reinstatement Upon Return: An employee returning after a leave of absence without compensation shall be reinstated to his former position, provided however, that the appointing officer during such absence has not found it necessary to fill the position and upon notification to the absent employee to this effect, the latter has refused in writing to curtail his leave and return to work or has failed to respond to his notification.
- 23.03 All classified employees of the City of Avon Lake, returning from the armed services of the United States and applying for reinstatement shall be governed by the applicable provisions of the Ohio Revised Code.

- 23.04 Extension of One (1) Year Leave: Where an employee has been injured in the line of duty, an appointed authority may, with the approval of the Civil Service Commission, grant such extensions for ninety (90) day periods not to exceed a total of one (1) year of such extensions beyond the regular one (1) year maximum leave allowed under provisions of Section 23.01 of this Article.
- 23.05 Unauthorized Absence: Whenever a full-time employee works for a period less than the regularly established number of hours a day, days a week, or weeks a month (unless absent for an authorized leave), the amount paid shall be in proportion to the time actually worked.
- 23.06 Employees absent from work for unauthorized reasons not included in this or previous Articles and/or without authorization or approval shall be considered on unauthorized leave. Unauthorized leave for a period of three (3) or more consecutive working days may be considered by the Fire Chief as an automatic resignation. Any dispute arising under this subsection shall be made subject to the grievance procedure. Pursuant to ORC-4117.10, this section shall take precedence and supercede ORC-124.34, Section 256.13 of the City of Avon Lake Codified Ordinances and rule XIX of the Avon Lake Civil Service Commission.
- 23.07 (a) Employees shall be granted a leave of absence with pay in the event of death of a father, mother, brother, sister, husband, wife, children and grandparents of the employee and/or his spouse.
- (b) An employee may be absent for this purpose for a period not to exceed two (2) twenty-four (24) hour work days or two (2) eight (8) hour work days, whichever work schedule may be applicable.
- (c) This absence shall not be charged to sick leave.

ARTICLE 24.

WAGES AND RATES OF PAY

24.01 Dependent upon Classification and acquired Step, the wage and rate of pay for full-time Firefighters, EMT, Firefighter/Paramedics, and Lieutenants to which this Agreement is applicable, shall be paid in accordance with the following bi-weekly table, which shall be applied 12:01 a.m., July 1, 2014 to include a 2% increase.

CLASSIFICATION

BI-WEEKLY

	Step 1	Step 2	Step 3	Step 4	Step 5
July 1, 2014					
Fire/Paramedic	\$2,020.26	\$2,193.94	\$2,365.06	\$2,539.20	\$2,691.36
Fire/EMT	\$1,933.99	\$2,099.79	\$2,261.56	\$2,408.48	\$2,555.94
Lieutenant					\$3,124.08

	Step 1	Step 2	Step 3	Step 4	Step 5
July 1, 2015					
Fire/Paramedic	\$2,060.67	\$2,237.82	\$2,412.36	\$2,589.98	\$2,745.19
Fire/EMT	\$1,972.67	\$2,141.79	\$2,306.79	\$2,456.65	\$2,607.06
Lieutenant					\$3,186.56

	Step 1	Step 2	Step 3	Step 4	Step 5
July 1, 2016					
Fire/Paramedic	\$2,101.88	\$2,282.58	\$2,460.61	\$2,641.78	\$2,800.09
Fire/EMT	\$2,012.12	\$2,184.62	\$2,352.93	\$2,505.78	\$2,659.20
Lieutenant					\$3,250.29

ARTICLE 25.

MILITARY AND PRIOR SERVICE PICK-UP

25.01 The City shall “buy” for each employee up to two thousand four hundred dollars (\$2,400.00) in prior service of the military time for the purpose of retirement benefits through the Ohio Police and Fire Pension Fund, upon the following conditions:

- (a) The employee is not eligible for retirement but would be except that he lacks the required years of service; and,
- (b) The amount paid by the City does not exceed the amount needed to buy the additional service time required to qualify the employee for retirement; and,
- (c) The employee retires during the term of this Agreement.

ARTICLE 26.

EDUCATION INCENTIVE

- 26.01 Any full-time employee covered by this Agreement who has attained, from an accredited college or university, an Associate's Degree shall be paid an additional compensation of \$400.00 per year during such employment.
- 26.02 Any full-time employee covered by this Agreement who has attained, from an accredited college or university, a Bachelor's Degree shall be paid an additional compensation of \$500.00 per year during such employment.
- 26.03 Any full-time employee covered by this Agreement who has attained, from an accredited college or university, any degree in Fire Science, Fire Administration, or EMS shall be paid an additional compensation of \$600.00 per year during such employment.
- 26.04 Such compensation shall not be paid until such time as the employee furnishes to his department head a certificate from an accredited institution evidencing that the employee has satisfactorily completed all the requirements necessary to be granted the additional compensation. Copies of said certificates shall be forwarded to the Finance Department and shall be filed with the employee's permanent records.
- 26.05 Such compensation may not be cumulative with payment being for the highest additional compensation amount for which the employee qualifies and shall be paid on the first scheduled payday preceding June 1 of each year.
- 26.06 The City of Avon Lake shall not provide the employee any reimbursement for expenses which such employee might incur in obtaining said Degree, such as tuition, books, fees, travel expenses, etc. nor shall compensation be paid to said employee for time expended by said employee in attending such educational institution.

ARTICLE 27.

RESTORATION OF SICK LEAVE

- 27.01 In the event of an on-the-job injury and the employee elects to seek a Workers' Compensation award for lost work time, the City will continue to pay the employee sick pay upon written request provided that the employee has adequate sick leave. Sick leave will be deducted for such time used until the employee receives his Workers' Compensation award. At that time, the employee shall reimburse the City for all wages paid on his behalf and to his credit through payment of sick pay, and his sick leave shall then be restored per the amount paid. The purpose of this Procedure is to assure the employee continuous income until the Workers' Compensation award is received. Application of this article is intended when an employee has suffered an on-the-job injury or occupational illness that does not meet the criteria defining a serious, compensable work-related injury or occupational illness defined in Article 35.

ARTICLE 28. PARAMEDIC CERTIFICATION

- 28.01 Firefighter/Paramedics hired after December 12, 1977 who are required to maintain Paramedic certification may, after working fifteen (15) full years as a full certified Paramedic, apply to the Fire Chief for a position as a Firefighter/EMT. The employee's application will be approved for such a change provided that: 1) the Avon Lake Fire Department has a minimum balance of six (6) fully qualified Firefighter/Paramedics per platoon after such approval is given; 2) the employee is totally qualified to assume the position. The employee, upon approval of the change, shall assume all the duties and responsibilities and receive all benefits and pay of a Firefighter/EMT.
- 28.02 All Fire Department Lieutenant/Paramedics who are required to maintain Paramedic certification may, after working fifteen (15) full years as a fully certified Paramedic, apply to the Fire Chief for a position as a Fire/Lieutenant/EMT. The employee's application will be approved for such a change provided that: 1) the Avon Lake Fire Department has a minimum balance of six (6) fully qualified Firefighter/Paramedics per platoon after such approval is given; 2) the employee is totally qualified to assume the position; 3) such change is in conformity with applicable Local Ordinances.

ARTICLE 29. PROBATIONARY EMPLOYEES

- 29.01 All newly hired full-time employees will be required to serve a probationary period of twelve (12) months from their initial date of hire. During the probationary period, the employee shall not have an expectancy of continued employment and may be removed for any reason. This probationary period may be used to eliminate positions or reduce staff. During the probationary period, the employer shall have the right to discipline and/or discharge such employee and such action shall not be subject to appeal through the Disciplinary or Grievance procedures set forth in this Agreement, nor shall the employee have any right to appeal to the Civil Service Commission.

ARTICLE 30. PAYROLL DEDUCTIONS

- 30.01 Periodic dues, initiation fees and assessments of members of the Association shall be deducted by the City upon presentation of a written deduction authorization by an employee for such purposes. Credit Union deductions shall also be made upon presentation of a written deduction authorization by an employee for such purposes. Credit Union deductions will be made only for the Cleveland Firefighters' Credit Union and the U.S. Steel Corp., Lorain Works, Employee Credit Union, Inc.

ARTICLE 31.

MINIMUM PLATOON STRENGTH

- 31.01 No platoon shall be manned with less than five (5) full-time personnel at any time excluding emergency recalls in which four (4) full time personnel shall be maintained. Emergency recalls are defined by the O.I.C.'s determination that scene personnel resources are committed and requests that the station be re-manned.) The Training Officer and/or the Fire Prevention Officer may be utilized to fulfill the minimum platoon strength during emergency recalls.
- 31.02 This Article allows for up to three (3) platoon members to be scheduled off per shift, including members off on Kelly days, in compliance with all related Articles of this Agreement. If sufficient personnel are not available to meet minimum platoon requirements, full-time personnel shall be recalled to maintain such requirements.
- 31.03 Each bargaining unit member may use twelve (12) hours of Personal Leave without regard to section 31.02.

ARTICLE 32.

FIRE PREVENTION/TRAINING BUREAU ASSIGNMENTS

- 32.01 In the event an opening occurs on platoon, the current Fire Prevention Officer and Training Officer will be given the opportunity to voluntarily continue their service in their respective staff assignments.
- 32.02 In the event that either or both of these Lieutenants decline to continue in the Fire Prevention or Training Bureau assignment, the Fire Chief will ask the platoon Lieutenants to volunteer to fill the open staff position(s). Upon acceptance of such assignment, the Platoon Lieutenant shall be transferred to a staff position with assignment preference given to the senior ranking Lieutenant. The current staff officers will be returned to the open platoon position. This assignment will remain in effect until another platoon opening is available.
- 32.03 In the event that there are no volunteers for the staff assignments, the position shall remain vacant until a new Lieutenant(s) is promoted and assigned by the Fire Chief to fill the position(s). These assignments shall remain in effect until a platoon opening is available, or until a volunteer satisfies the requirement of Section 33.09 of this Article.
- 32.04 In the event of an open Platoon Lieutenant position, the staff officers will be offered the open position in order of seniority.
- 32.05 Officers serving in either Fire Prevention or Fire Training Bureaus shall receive an annual stipend of \$4,000.00.
- 32.06 Any officer entering a forty (40) hour position shall have the option to sell back any unused personal leave and shall have the option to sell back any accumulated holiday time. For purposes of this Article, all time sold back due to assignment to forty (40) hour position(s) shall be sold at the rate when such time was earned.
- 32.07 Management reserves the right to alter the assignments in the event that reasonable accommodations must be met in accordance with the Americans with Disabilities Act.

32.08 In the event that a Platoon Lieutenant wishes to volunteer for a forty (40) hour position and replaces the current Staff Lieutenant, mutual agreement on the rotation date and length of the rotation must be reached between the affected officers. All agreements reached under this Section shall be subject to the approval of the Fire Chief.

ARTICLE 33. DISCIPLINARY ACTION

33.01 A non-probationary employee shall not be disciplined except for just cause.

33.02 Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner:

- (a) Oral warning;
- (b) Formal written reprimand which becomes a part of the employee's record;
- (c) Suspension from duty with loss of pay;
- (d) Demotion in rank and salary if possible; and/or
- (e) Discharge.

Progressive discipline shall take into account the nature of the violation, employee's record of discipline, and the employee's record of performance and conduct.

33.03 Whenever the Employer determines that an employee may be suspended, demoted, or discharged for disciplinary reasons, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged misconduct.

A notice of the predisciplinary conference shall be provided to the employee at least five (5) days in advance, and shall contain a general description of the alleged misconduct and the charges against him.

The employee shall have the right to have an Association representative present at the conference if he so desires. Additionally, the employee may elect in writing to waive the opportunity to have a predisciplinary conference. Failure to appear at the conference will be deemed a waiver of the employee's rights to a predisciplinary conference.

Formal disciplinary action involving suspension without pay, demotion in rank or salary and discharge shall be commenced with thirty (30) days of a pre-disciplinary hearing with the Safety Director or designee.

33.04 Any violation of established departmental rules and regulations, policies and procedures, SOP's, City of Avon Lake Administrative regulations, policies and procedures, or any verbal or written departmental directives will be subject to the disciplinary action(s) as prescribed in 34.02.

33.05 If no disciplinary action has been taken against an employee during the twenty-four (24) months preceding the present disciplinary action, then in taking present disciplinary action against the

employee, the City shall not consider or rely upon any prior disciplinary actions. A demoted employee shall have the opportunity to sit for a promotional examination, twelve (12) months from the effective date of the demotion.

- 33.06 Any written reprimand shall be removed from an employee's file twenty-four (24) months after the discipline, if the employee has not committed a same or similar offense.
- 33.07 Acts of incompetency, inefficiency, dishonesty, alcohol/substance misuse or abuse, insubordination, discourteous treatment of superiors or the public, neglect of duty, violation of any City or Department policy, procedure, work rule or SOP, misfeasance, malfeasance, and/or nonfeasance shall constitute "just cause" as referred to herein as well as termination or removal from employment due to a felony conviction(s).
- 33.08 Pursuant to ORC-4117.10(A), this Article shall take precedence and supercede ORC-124.31, Section 256.13 of the City of Avon Lake Codified Ordinances and Rule XIX of the Avon Lake Civil Service Commission.

ARTICLE 34. LIGHT DUTY

- 34.01 Any employee unable to work because of a job-related or a non-job related disabling condition who has been absent from work and is unable to return to full duty, but who may be able to dispatch or perform other light duty chores with physician approval, may return to work on light duty at the employee's option and with the approval of the Fire Chief. The amount of time that an employee may be on light duty shall be ninety (90) calendar days, after the first ninety (90) calendar days, an employee may be granted an additional light duty assignment. The maximum amount of time that an employee may be on light duty in any one (1) calendar year shall be one hundred and eighty (180) calendar days. No more than one (1) member of the bargaining unit per shift may be on light duty at any one time. An employee on light duty shall continue to receive all compensation and fringe benefits including accumulation of seniority as if working the employee's normally assigned position.
- 34.02 This Article in no way affects the privileges of employees under provisions of the Family Medical Leave Act, Fair Labor Standards Act, Americans with Disabilities Act, or other Federal or State law.
- 34.03 An employee may return to full duty status at any time with the approval of the employee's physician. While on light duty, an employee will not be eligible for fill-in or callback overtime, but shall be eligible for carry-over overtime, when the employee is physically qualified for his/her actual hours worked.

ARTICLE 35.

INJURY LEAVE

- 35.01 When an employee suffers a serious compensable work-related injury or occupational illness in the course of and arriving out of employment with the City of Avon Lake which prevents the employee from performing normal work duties and/or reporting for a light duty assignment under Article 34, the employee will be kept in paid status for a period of ninety (90) calendar days once the required application process is completed under 35.02. After the ninety (90) day period, the City shall review the matter, and at its discretion may extend the period. Under this Article, "a serious compensable work related injury or occupational illness" shall be defined as an injury or illness which prevents the employee from working for fifteen (15) calendar days or longer.
- 35.02 An employee who requests benefits under paragraph 35.01, above, shall provide the City of Avon Lake a certificate from a registered physician certifying the disability and determining whether the employee qualifies for light duty status or injury leave based upon the injury severity. The City of Avon Lake shall have the right to designate a registered physician to examine the employee at any time during the disability, and any such examination shall be paid for in full by the City of Avon Lake. In the event that a disagreement as to the extent of such disability arises between the attending physician and the examining physician for the City, the Union and the City shall agree on a third-party physician specializing in Occupational Medicine who shall make the examination and his/her findings shall be final and binding on both parties.
- 35.03 Any employee who requests benefits under the provisions of this Article shall be required to file a Bureau of Workers' Compensation claim for the injury. Any employee who is paid benefits under 35.01 of this Article shall be required to pay to the City of Avon Lake any amounts received from the Bureau of Workers' Compensation for lost wages during the period for which the injury leave is paid to the employee. Should there be final denial of the employee's injury claim by the Bureau of Workers' Compensation, the employee shall use accumulated sick leave hours, vacation hours, paid holiday hours, and/or personal leave hours or otherwise repay the City for the time taken off.
- (a) Once injury leave is approved by the City, injury leave shall be granted from the first day of the injury and shall continue during the time said employee is receiving payment for lost wages and/or medical through Workers' Compensation not to exceed the total duration of the approved leave.
- 35.04 Time off while on approved injury leave shall not be counted for the purpose of accruing sick leave.

ARTICLE 36.

FILL-IN EQUALIZATION

- 36.01 Fill-in time shall be defined as: that time resulting from a lack of shift personnel needed to maintain minimum staffing requirements not resulting from an emergency call.
- 36.02 The most senior full-time Firefighter with the least hours of overtime shall be called first and offered the entire shift or his choice of a proportional amount of the overtime available. If a proportional amount is chosen, it shall not result in a remaining shift of less than four (4) hours.
- 36.03 The next eligible full-time employee with the least number of hours of overtime shall be called

and offered his choice of the remaining proportional amount of overtime until the entire shift has been filled.

- 36.04 If the individual called is unable to be contacted or refuses the hours available, it shall be noted on the list. Only the hours accepted for the purpose of maintaining minimum shift manning shall be recorded on the equalization list.
- 36.05 If the vacancy has not been filled after calling all eligible full-time employees, the above procedures shall be used again; however, any full-time employee refusing a second time shall be charged for the hours refused. Inability to contact an employee shall not constitute a refusal for the purpose of charging an employee.
- 36.06 If the equalization list is utilized for fill-in time that occurs with less than twenty-four (24) hours notice, only the hours accepted shall be recorded on the list.
- 36.07 The equalization list shall be updated accordingly, and a new call sheet shall be generated. The rotation is then done according to the new list using the same procedures as above.
- 36.08 Under the direction of the Fire Chief, all required fill-ins that necessitate the utilization of full-time personnel shall be scheduled by the OIC during their normal working hours.

ARTICLE 37. ALCOHOL AND DRUG FREE WORKPLACE

- 37.01 It is the purpose of this Article to create an alcohol and drug free workplace which would enhance the health, safety, security, and performance of members of the bargaining unit.
- 37.02 (a) The illegal use, sale, manufacture, distribution, dispensation, or possession of drugs on City property is strictly prohibited. Reporting to work or working under the influence of alcohol or illegal drugs is also prohibited. Violation of this policy will result in disciplinary action up to and including termination.

(b) For purposes of this Article, a person shall be deemed “under the influence of alcohol” if a Blood-Alcohol test is administered with the result of 0.04 grams/210 L breath or higher, or an equivalent result from a blood test. Such Blood-Alcohol tests shall be ordered by the Fire Chief or designee and shall be performed at an approved medical facility. Urine screens shall also be ordered by the Fire Chief or designee and shall be performed at an approved medical facility. If an employee is transported to a hospital for an injury in which alcohol or drug use is suspected, a blood or urine test may be administered by a qualified doctor, nurse, or laboratory technician.

(c) Screening standards for drugs: the following are the threshold levels that shall be considered a positive result:

<u>Drug</u>	<u>Initial Screening Level</u>	<u>Confirmation Level</u>
Amphetamines	1000 ng/ml	300 ng/ml
Cocaine metabolite	300 ng/ml	150 ng/ml
Cannabinoids	50 ng/ml	15 ng/ml
Phencyclidine (PCP)	25 ng/ml	25 ng/ml
Opiates	2000 ng/ml*	2000 ng/ml

*25 ng/ml if immunoassay specific for free morphine

- (d) An employee who has been tested for drug or alcohol use pursuant to this Article, may at his or her expense, have a separate Blood-Alcohol test or urine drug screen administered by a qualified doctor, nurse, or laboratory technician of the employee's choosing. This test may be admissible in any subsequent disciplinary hearings.

37.03 Employees will be required to undergo a urine drug screening test and/or blood alcohol test when there is reasonable suspicion to conclude that they are under the influence of illegal drugs or alcohol during those times when an employee is on duty. Testing for reasonable suspicion will be conducted when an employee:

- (a) Reports to work or appears to be working under the influence of alcohol or illegal drugs;
- (b) When an employee admits to a supervisor being under the influence of alcohol or illegal drugs while on duty and/or;
- (c) Following any work place accident or other incident which suggest the employee is under the influence of alcohol or illegal drugs.

37.04 Any conviction for an alcohol or drug-related criminal offence may be considered grounds for discipline, up to and including termination and will be reported to the employer in accordance with the Drug Free Work Place Act of 1988. Discipline shall be in accordance with the Collective Bargaining Agreement.

- (a) All drug tests shall be conducted by laboratories certified by a Department of Health & Human Services (DHHS) recognized certification program. The procedures utilized by the employer and testing laboratory shall include an evidentiary chain of custody, Medical Review Officer, control and split sample collection and testing. The results of the testing shall be delivered to the employer and the employee tested. An employee whose confirmatory drug test result is positive, shall have the right to request a certified copy of the testing results in which the Medical Review Officer shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the employer. The employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.
- (b) All specimens identified to the Medical Review Officer as positive on the initial drug test (screen) shall be confirmed through the use of the gas/chromatography/mass spectrometry method of detection or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The result of this test shall be determinative.
- (c) In the event the confirmatory test confirms the result of the first, the employer may proceed with disciplinary sanctions. If the above drug testing produces a positive result, the employee may be suspended. If the employee is suspended, the employee will also be

required to participate in a rehabilitation program. An employee who participates in a rehabilitation program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and vacation leave for the period of the rehabilitation program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the rehabilitation program.

(d) Upon completion of such program as certified by a substance abuse professional and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of controlled substances, the employee may be subject to up to six (6) follow-up tests during the first twelve (12) months following his return to work which shall be at the expense of the employer. Twenty-four (24) months after the employee has completed treatment, the employee's personnel file shall be purged of any reference to a drug or alcohol incident.

37.05 The employer shall educate employees and increase their awareness of the negative effects of alcohol and drug abuse on health and safety and inform employees about the use of the City's Employee Assistance Program.

37.06 The employer reserves the right to conduct reasonable searches within any City-owned facility when there is reason to suspect violation of the policy, with prior notification and approval of the Mayor, Fire Chief and review by Legal Counsel.

37.07 Information involving an employee's use of alcohol or illegal drugs shall be maintained in a confidential medical record. An employee's involvement in the Employee's Assistance Program shall be confidential except as to the following circumstances:

(a) The employee consents in writing;

(b) The law requires disclosure; and

(c) It is believed that life or safety is threatened by failure to disclose.

37.08 An employee operating a motor vehicle on duty while under the influence of alcohol or illegal drugs shall be cause for disciplinary action, up to and including termination.

37.09 Any and all disciplinary action resulting from this Article shall be administered in accordance with the disciplinary procedures set forth in the current Collective Bargaining Agreement. An employee shall have the option to appeal any disciplinary action resulting from this Article through the appropriate grievance procedures set forth in the current Collective Bargaining Agreement.

37.10 Effective January 1, 2003, employees will notify the Human Resources Director of any drug or alcohol conviction. Said notification shall be made within a period of five (5) calendar days after said conviction(s).

ARTICLE 38.

FAMILY AND MEDICAL LEAVE

- 38.01 The City shall provide eligible full-time employees who have completed one (1) full year of service (at least 1,250 hours) consistent with the Family Medical Leave Act (FMLA) up to twelve (12) work weeks of unpaid family and medical leave in any twelve (12) month period. For the purposes of the Department, the twelve (12) month period shall be defined as a rolling twelve (12) month period measured forward from the first date the employee uses Family and Medical Leave. The City will continue to pay the City's share of the employee's health benefits during the leave. In addition, the City will restore the employee to the same or similar position after the termination of the leave accordance with City policy.
- 38.02 FMLA will be granted for one of the following conditions:
- (a) the birth and first year care of a child;
 - (b) the adoption or foster placement of a child;
 - (c) the serious illness of an employee's spouse, parent or child; and
 - (d) the employee's own serious health condition that keeps the employee from performing the essential functions of the job.
 - (e) eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation. By the terms of the statute, this provision requires the Secretary of Labor to issue regulations defining "any qualifying exigency." In the interim, employers are encouraged to provide this type of leave to qualifying employees.
 - (f) An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This provision became effective immediately upon enactment. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.
- 38.03 Leave taken because of a birth or placement of a child for adoption or foster care must be taken in one continuous period of time. Leave taken when needed to care for a sick family member or for your own serious health condition may be taken intermittently or on a reduced schedule only when that type of leave is medically necessary. For intermittent or reduced leave, the City may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates the employee's leave. The alternative position will have equivalent pay and benefits, although the position may not have equivalent duties.
- 38.04 An employee may elect, or the City may and in most cases will, require that unused accrued paid vacation, personal or sick leave be substituted for unpaid leave as part of the twelve (12) weeks leave permitted under this policy. All qualifying events will be recorded under the FMLA, therefore employees are required to designate the reason for sick time when utilizing it.

- 38.05 If a husband and wife eligible for leave are employed by the City, their combined amount of leave for birth, adoption, foster care placement, and parental illness may be limited to twelve (12) weeks. An employee may be not take FMLA leave to care for a parent-in-law.
- 38.06 The City will maintain the employee's health coverage under the City's group health plan during the period of FMLA leave. The employee should make arrangements with the City to pay the employee's share of health insurance prior to the beginning of the FMLA leave.
- 38.07 When the FMLA leave is foreseeable, the employee must notify the City in writing of the request for leave at least thirty (30) days prior to the date when the leave is to begin. If the leave is not foreseeable, the employee must give notice as soon as practical. "As soon as practical" means at least verbal notice to the employer within one (1) or two (2) business days of learning of the need to take FMLA leave. The written notice must contain the following:
- (a) The reason(s) for the requested leave;
 - (b) The anticipated duration of the leave;
 - (c) The anticipated start of the leave.
- 38.08 When the employee requests medical leave or has planned medical treatment, the employee must make reasonable attempts to schedule treatment so as not to disrupt the City's operations.
- 38.09 The City may deny the leave if the employee does not meet the notice requirements.
- 38.10 If an employee requests FMLA leave to care for a seriously ill family member or because of the employee's own serious health condition that interferes with the employee's ability to do the essential functions of the position, the request for leave must be supported by a detailed certification issued by a licensed health care provider of the ill individual. The medical certification is to be provided within fifteen (15) days of the employee's request for leave. Subsequent re-certification of a serious health condition may be required by the employer.
- 38.11 When an employee's FMLA ends, the employee is entitled to return to the same position the employee held when the leave began, or to an equivalent position with equal benefits, pay, and other terms and conditions of employment.
- 38.12 There are certain circumstances under which the employee may not be reinstated to employment. If the employee would otherwise not have been employed at the time of reinstatement (for example, if there has been a layoff which would have affected the employee if the employee had been working), the employee is not entitled to be returned to employment.
- 38.13 The employer is entitled to recover health care premiums paid during the leave if the employee fails to return from the leave; however, recovery cannot occur if the employee fails to return because of the continuation, recurrence, or onset of a serious health condition or due to circumstances beyond the control of the employee.

ARTICLE 39.

COMPENSATORY TIME OFF

- 39.01 Fire Department personnel assigned to work a forty (40) hour calendar week and who are covered by this Agreement may bank up to thirty-six (36) hours of compensatory time off, for twenty-four (24) actual hours worked in lieu of immediate overtime pay in cash, at the rate of one and one-half (1 ½) hours for each hour of overtime worked. When an employee accumulates the maximum thirty-six (36) hours of compensatory time, the employee may not accumulate additional compensatory time. Upon expending compensatory time, an employee may rebuild his bank until the next calendar year.
- 39.02 Compensatory time off may be carried over or credited beyond the calendar year. Such compensatory time off shall be used within a reasonable period of time after request for use by covered personnel, provided that such use would not unduly disrupt the operations of the Fire Department as determined by the Fire Chief. Any compensatory time unused by the end of the calendar year in which it is accumulated will be carried over to the next calendar year. The Association and Management understand that compensatory time carried over to a subsequent calendar year will count against the thirty-six (36) hour cap on compensatory time accumulated. The employee cannot receive payment for unused compensatory time.
- 39.03 “Compensatory time”, “compensatory time off”, and “comp time” mean, for purposes of this section, hours when covered personnel are not working and which are paid for in cash at each of such employee’s regular rate of pay, as calculated in this section, unless used as permitted herein.
- 39.04 The Fire Chief shall maintain continuing record of compensatory time off which has been permitted and earned and shall have such record available for inspection and information by and for the Director of Finance.
- 39.05 The parties agree that any issue involving compensatory time arising prior to January 1, 2003 shall not be subject to the grievance procedure as set for in the Collection Bargaining Agreement.

ARTICLE 40.

OBLIGATION TO NEGOTIATE

- 40.01 The City and the Association acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 40.02 Therefore, for the life of this Agreement, the City and the Association each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may now have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

40.03 This Article shall not operate to bar negotiations over any subject or matter which the City and the Association mutually agree to negotiate.

ARTICLE 41. SUBMISSION, APPROVAL-RATIFICATION OR REJECTION

41.01 Upon finalization and reduction of this Agreement into written form, it shall be submitted to the Avon Lake City Council and the affected membership of the Association. Within thirty (30) days after said submission, City Council shall either approve same and authorize execution by the Mayor on behalf of the City in writing, or reject same and notify the Authorized Representative in writing upon rejection. Within thirty (30) days after said submission, the affected membership of the Association shall either ratify said Agreement and authorize execution thereof by the Authorized Representative on behalf of the Association in writing, or reject same and notify the Mayor in writing upon rejection.

ARTICLE 42. APPLICATION

42.01 The City agrees that the provisions of this Agreement will be administered on a fair and non-discriminatory basis. Work rules and other regulations, excluding Civil Service Rules and Regulations will not be inconsistent with the express written provisions of this Agreement. In the event of a violation of the Article, the matter shall be subject to the Grievance Procedure.

ARTICLE 43. SEVERABILITY

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

ARTICLE 44 BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

44.01 The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code or as adopted by the City of Avon Lake, nor any City ordinances pertaining to wages, hours, terms and conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed within this agreement.

44.02 Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Avon Lake Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from eligible lists, and promotional examinations and appointments shall continue to be governed by the City Charter, local statutes, ordinances, and Civil Service Commission rules and Regulations of the City of Avon Lake, as may be applicable.

44.03 Notwithstanding the above, Sections 124.57 and 124.388 ORC shall continue to apply to bargaining unit employees.

ARTICLE 45. RETROACTIVITY

45.01 Articles contained in this Agreement relating to payments to be made shall be retroactive to 12:01 A.M. on the first day of July, 2014. Such payments include, but are not limited to, wages and rates of pay and uniform allowance, and the withholding of new health care payments.

ARTICLE 46. DURATION

46.01 This Agreement shall become effective at 12:01 A.M. on the first day of July, 2014, and shall continue in full force and effect, along with any mutually agreed amendments made and annexed hereto, until midnight, June 30, 2017.

ARTICLE 47 SENIORITY

47.01 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.

47.02 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.

47.03 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.

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

47.05 The Employer shall establish a seniority list of all bargaining unit employees in the Fire Department, which shall indicate the Fire Department seniority, classification seniority, or promoted officer seniority, or 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 or any revised list shall be furnished to the Secretary of Local 1361 at the Unions business address. Any objections to the seniority list, as posted, shall be reported to the Fire Chief, during the month of February, who shall meet with the Union to correct the seniority list.

47.06 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 Avon Lake which expressly address order of layoff and displacement, layoff procedure, and reinstatement rights.

ARTICLE 48. LAYOFFS AND RESTORATION

- 48.01 When it becomes necessary in the Avon Lake Fire Department, through lack of work, lack of funds, job abolishment, and for reasons of economy and efficiency, 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 purpose of reduction and recall, is calculated in accordance with Article 46, Seniority, of this agreement.
- 48.02 In the event that a position in the Avon Lake Fire Department above the classification of Lieutenant is abolished, and a layoff is necessary, 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 classification and recall is calculated in accordance with Article 46 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 department seniority.
- 48.03 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 request from either party, to discuss possible alternatives.
- 48.04 The names of the 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 three years, provided that the individual remain eligible for reinstatement. 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.
- 48.05 It shall be the responsibility of the laid off personnel to obtain training and/or classes necessary to maintain their certification. However, during the 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.
- 48.06 Affected employees shall be notified in writing by the Employer of their eligibility for reinstatement upon the Employers 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

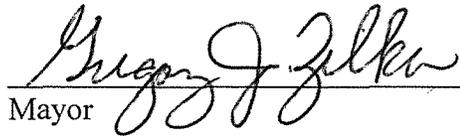
of the offer of reinstatement. Failure of the employee to notify the Employer of his decision within the fourteen (14) period shall be considered a rejection of the offer of reinstatement.

- 48.07 In the event that a promoted position in the Avon Lake Fire Department is abolished and made unnecessary, and it is found necessary to re-establish the position, the employee who previously held the 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.
- 48.08 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.
- 48.09 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 with the employee serving a minimum of six (6) months in probationary status after they have been reinstated.
- 48.10 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 Avon Lake which expressly address order of layoff and displacement, layoff procedures, and reinstatement rights.

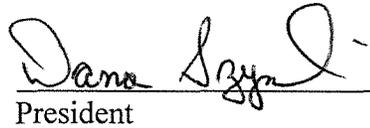
IN WITNESS WHEREOF, each party hereto sets its hand through its duly authorized representative to two duplicate copies hereof, each of which shall be deemed an original copy, this 8 day of July, 2014.

City of Avon Lake

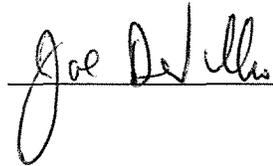
**Avon Lake Firefighters
Local 1361**



Mayor



President



MEMORANDUM OF UNDERSTANDING

The City of Avon Lake, Ohio "City" or "Employer" and the International Association of Firefighters, Local #1361, "Association" or "Union," collectively referred to as "the parties," do hereby agree to the following in consideration of a possible reorganization of the Avon Lake Fire Department. If and when the Avon Lake City Council passes legislation to accept the Chief's proposal for the restructuring of the Fire Department, the City and the Association agree to the following changes to the July 1, 2014 Collective Bargaining Agreement, to be enacted as soon as practicable. The changes are as follows:

This reorganization will be implemented through retirement/termination/resignation/demotion of the eight (8) current bargaining unit officers. No member of the bargaining unit shall be reduced in rank, laid off, or suffer a reduction in pay by the Employer to complete this reorganization.

In the event that the classifications of Assistant Fire Chief, Fire Marshall, and/or Captain are created, the positions of Assistant Fire Chief and Fire Marshall shall be excluded from the bargaining unit and the full-time position of Captain shall be included within the bargaining unit.

Upon creation of the classification of Captain, bargaining unit employees holding the position of Lieutenants shall be reassigned to the position of Captain at the same rate of pay (i.e. 16% above the top firefighter/paramedic rate) and the same duties. Thereafter, Captains will be eligible to test for the non-bargaining unit positions of Assistant Fire Chief and/or Fire Marshall when the City determines it appropriate to test for such position(s).

Following the reassignment of existing Lieutenants to the position of Captain, and when determined appropriate by the City, a test for the position of Lieutenant will be held and thereafter, one (1) position of Lieutenant may be filled, with the Lieutenants rate of pay established at eleven and one half (11.5%) percent over the top firefighter/paramedic. Compensation for the position of Captain will be established at seventeen percent (17%) above the top firefighter/paramedic rate. Upon a second promotion to the position of Lieutenant, the compensation for the position of Captain will be modified to eighteen (18%) above the top firefighter/paramedic rate; and upon a third promotion to the position of Lieutenant, the compensation for the position of Captain will be modified to nineteen percent (19%) above the top firefighter/paramedic rate. The end result being three (3) Captains and three (3) Lieutenants.

Article 3 Recognition – add Captains.

Article 12 Hours of Work

12.01(b) – remove "...who are not assigned to the Fire Prevention Bureau or Training Officers position ...".

12.01(d) – delete

Article 14 Acting Officer Compensation

14.01 Whenever a Captain is absent or excused from duty, the Fire Chief may designate an acting Captain who will assume the duties and responsibilities of the Captain. The acting Captain shall be compensated at the base rate of a Captain providing that the Captain is excused or absent for not less than (1) hour.

14.02 Whenever a Lieutenant is absent or excused, or designated as an acting Captain, the Fire Chief may designate an acting Lieutenant who will assume the duties and responsibilities of the Lieutenant. The acting Lieutenant shall be compensated at the base rate of a Lieutenant providing that the Lieutenant is excused or absent for not less than (1) one hour.

Article 24 Wages and Rates of Pay

24.01 Adjust lieutenant's rate of pay to 11.5%, insert Captain's rate of pay to 19% (after attrition).

Article 32 Fire Prevention/Training Bureau Assignments

Remove article.

Article 39 Compensatory Time Off

Remove article

The parties recognize and agree that nothing herein shall be construed to limit or modify the Employer's right to determine the organizational structure and/or the personnel to be employed. This Memorandum is merely intended to address the appropriate levels of compensation for bargaining unit positions should a reorganization occur that includes the creation of the classification/position(s) of Captain and any subsequent promotions to the position of Lieutenant.

FOR THE EMPLOYEE

Morgan J. Zilka

Joe DeUllio

DATE SIGNED 7/8/14

FOR THE UNION

Dave Lopez

APPENDIX A

Standard Operating Procedures and Guidelines

Section 200: General Administration

F. Optional Clothing Items

1. Navy blue baseball cap (gold letters for officers and silver letters for firefighters).
2. Navy stocking cap (red A.L.F.D. embroidery is optional).
3. Sweater (staff members).
 - a. Navy blue wool with zipper front and department patches on both sleeves.
 - b. Navy blue Blauer Commando with department patches on both sleeves.
4. Turtleneck or mock turtleneck (line members) – Navy blue with A.L.F.D. embroidered on collar (to be worn under navy blue heavyweight fleece work shirt only).

G. Minimum Quantities

❖ Class “A” dress blouse	1	Hope S.B. poly/wool (remove epaulets)
❖ Class “A” dress pant	1	SWS8500 poly/wool
❖ Long sleeve dress shirt (all members)	1	Flying Cross #35W5435 (blue)/35W5400 (white)
❖ Short sleeve dress shirt (line members)	1	Flying Cross #85R5435(blue)/85R5400 (white)
❖ Short sleeve dress shirt (staff officers)	3	Flying Cross #85R5400 (white)
❖ Short sleeve dress shirt (staff inspectors)	3	Flying Cross #85R5400 (white)
❖ Short sleeve dress shirt (secretary/dispatcher)	3	Flying Cross #85R5435 (blue)
❖ Black tie (except part time inspectors)	1	
❖ Black uniform belt	1	
❖ Black leather oxford shoe.	1	
❖ Dress hat (except part time inspectors)	1	Keystone (white/gold band or navy/silver band)
❖ Navy blue work trouser	4	Lion 130 poly/cotton
❖ Navy blue polo shirt (line members)	4	Outer Banks #2005
❖ Navy blue polo shirt (staff members)	1	Outer Banks #2005
❖ Navy blue heavyweight job shirt (line members)	4	Game 6900 Fleece with denim collar and elbows
❖ Navy blue heavyweight job shirt (staff members)	1	Game 6900 Fleece with denim collar and elbows
❖ Navy blue T-shirt with department logo	6	
❖ Navy blue jacket with zip out liner	1	Lion 3430/794
❖ Name plate (gold/officers and silver/firefighters)	1	Reeves 69 with clutch back 3/8” x 2-1/4