



09-10-15
14-MED-12-1661
0410-05
K32484

CONTRACT

BETWEEN THE

CITY OF EAST LIVERPOOL

AND

EAST LIVERPOOL FIREFIGHTERS UNION
LOCAL #24, I.A.F.F., AFL-CIO

Effective July 1, 2015
Through
June 30, 2018

TABLE OF CONTENTS

Article	Page
Preamble	1
Article 1 Recognition	1
Article 2 Strikes and Lock-Outs	1
Article 3 Dues Check-Off	1
Article 4 Base Pay	2
Article 5 Special Retirement Pay	3
Article 6 Longevity Pay	4
Article 7 Vacation	5
Article 8 Call Back Pay	6
Article 9 Court Pay	6
Article 10 Hourly Rate Defined	7
Article 11 Pay Period	8
Article 12 Personal Absences	8
Article 13 Clothing Allowance	9
Article 14 Holidays and Holiday Pay	9
Article 15 Health and Medical Coverage	10
Article 16 Hazardous Duty Pay	11
Article 17 Acting Officer Pay	11
Article 18 Sunday Premium Pay	12
Article 19 College Education	12
Article 20 Special Medical Training	12
Article 21 Hazmat Pay	13
Article 22 Mechanic/Maintenance Special Pay	14
Article 23 Attorney's Fees Allowance	14
Article 24 Reinstatement	14
Article 25 Grievance and Arbitration	14
Article 26 Group Life Insurance	16
Article 27 Liability Insurance	16
Article 28 Discipline	16
Article 29 Layoff by Seniority	17
Article 30 Union Days	19
Article 31 Shift Trades	19
Article 32 In-Service Training	19
Article 33 Sick Pay	19
Article 34 On-Duty Injury Leave	21
Article 35 Pick Up Plan	22
Article 36 Previous Benefits	22
Article 37 Reserved Rights	22
Article 38 Jury Leave	22
Article 39 Bustr Certification Pay	23
Article 40 Bargaining Unit Application of Civil Service Law	23
Article 41 Minimum Staffing	23
Article 42 Successors	24

TABLE OF CONTENTS

Article	Page
Article 43 Term.....	24
Side Letter of Agreement #1.....	26
Side Letter of Agreement #2-Rank.....	27
Side Letter of Agreement #3-Communication Allowance.....	28
Side Letter of Agreement #4-Residency.....	29

PREAMBLE

This Agreement is made, entered into, concluded and finally executed in the City of East Liverpool, County of Columbiana, State of Ohio, by and between the City of East Liverpool, hereinafter called "City" or "Employer," and the East Liverpool Firefighters Union, Local #24, I.A.F.F., AFL-CIO, hereinafter called "Union" or "IAFF."

ARTICLE 1 **RECOGNITION**

Local No. 24, I.A.F.F., AFL-CIO, is recognized as the exclusive bargaining agent for all employees in the following classifications:

Assistant Chief
Firefighter
Fire Inspector
Lieutenant

Excluded here from shall be the Chief of Fire.

ARTICLE 2 **STRIKES AND LOCK-OUTS**

- A. The City will not institute a lock-out for any cause whatsoever during the term of this agreement.
- B. The Union agrees there will be no strikes nor work stoppages during this agreement.
- C. If during or subsequent to the term of this contract there be any strikes or work stoppages, then those members holding the rank of Assistant Chief in the Fire Department shall work during such strike or work stoppage.

ARTICLE 3 **DUES CHECK-OFF**

- A. The City agrees to deduct membership dues in accordance with this article for all bargaining unit employees who are members of the I.A.F.F. Local 24 upon the successful completion of their individual probationary periods.
- B. The City agrees to deduct regular membership dues once each month from the pay of any employee in the bargaining unit, eligible for membership, upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the City by the employee. Upon receipt of the proper authorization, the City will deduct dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which authorization was received by the City.

- C. The parties agree that the City assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The I.A.F.F. and Local 24 hereby agree that they will indemnify and hold the City harmless from any claims, actions, or proceedings by any employee arising from deductions made by the City pursuant to this article. Once the funds are remitted to the I.A.F.F., their disposition thereafter shall be the sole and exclusive obligation and responsibility of the I.A.F.F.
- D. The City shall be relieved from making such individual “check off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check off authorization; or (6) resignation by the employee from the I.A.F.F.
- E. The City shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of I.A.F.F. dues.
- F. The parties agree that neither the employee nor the I.A.F.F. shall have a claim against the City for errors in the processing of deductions, unless a claim of error is made to the City in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the I.A.F.F. dues deductions would normally be made by deducting the proper amount.
- G. The rate at which dues are to be collected shall be certified to the Auditor by the treasurer of the I.A.F.F. during January of each year. One (1) month advance notice must be given the Auditor prior to making changes in an individual’s dues deductions.

ARTICLE 4
BASE PAY

A. Rank Designation

Fifth Class Firefighter – Less than twelve (12) months of continuous service with the Department as a full-time, fully paid firefighter.

Fourth Class Firefighter – More than twelve (12) months of continuous service with the Department as a full-time, fully paid firefighter, but less than twenty-four (24) months.

Third Class Firefighter - More than twenty-four (24) months of continuous service with the Department as a full-time, fully paid firefighter, but less than thirty-six (36) months.

Second Class Firefighter - More than thirty-six (36) months of continuous service with the Department as a full-time, fully paid firefighter, but less than forty-eight (48) months.

First Class Firefighter – More than forty-eight (48) months of continuous service with the Department as a full-time, fully paid firefighter.

Senior Firefighter – More than sixty (60) months of continuous service with the Department as a full-time, fully paid firefighter and hired prior to January 1, 2011.

Assistant Chief – Upon promotion to the classification of Assistant Chief, an employee shall be paid based on their Fire Officer training. An employee who has completed both the Fire Officer 1 and Fire Officer 2 training shall be paid at the full Assistant Chief rate. An employee who has not completed both the Fire Officer 1 and Fire Officer 2 training shall be paid 95% of the Assistant Chief rate.

- B. The regular rate of pay for a bargaining unit employee shall be as follows:

Classification	Current Annual Salary	Current Hourly Rate	Annual Salary effective with the 1st full pay of July, 2017	Hourly Rate effective with the 1st full pay of July 2017
Assistant Chief	\$53,639.04	\$18.42	\$54,221.44	\$18.62
Assistant Chief – 95% rate	\$50,960.00	\$17.50	\$51,510.37	\$17.69
Fire Inspector-Part Time		\$16.33		\$16.53
Senior Firefighter	\$47,552.96	\$16.33	\$48,135.36	\$16.53
First Class Firefighter	\$45,252.48	\$15.54	\$45,834.88	\$15.74
Second Class Firefighter	\$39,341.12	\$13.51	\$39,923.52	\$13.71
Third Class Firefighter	\$35,555.52	\$12.21	\$36,137.92	\$12.41
Fourth Class Firefighter	\$33,546.24	\$11.52	\$34,128.64	\$11.72
Fifth Class Firefighter	\$32,323.20	\$11.10	\$32,905.60	\$11.30

- C. Certified personnel may be assigned fire inspection/prevention/suppression duties as determined appropriate by the Chief.
- D. The City of East Liverpool agrees to a pay increase of twenty cents (\$.20) per hour beginning with the first full pay of July 2017.
- E. Additionally, in the event income tax revenues in calendar year 2015 or calendar year 2016 exceed income tax revenues for calendar year 2014 by 5% or more, either party may request to reopen negotiations for the purpose of discussing a one-time wage “bonus.” Written notice of a request to reopen may be submitted after March 31 of the applicable calendar year (i.e., 2016 or 2017). However, there can be only one such reopener during the contract term.

ARTICLE 5
SPECIAL RETIREMENT PAY

- A. This article shall only apply to those members of the Fire Department who were members of said department on July 1, 1984.

(25) years of service, shall also be paid special unused sick retirement pay, which is hereinafter to be known as Special Retirement Pay.

In order to calculate this Special Retirement Pay, the City shall first subtract from one hundred eighty (180) the number of days which the Firefighter has taken as sick during his service career of twenty-five (25) years. The difference shall then be multiplied by said firefighter's then daily salary. The daily salary shall be calculated by using the regular hourly rate multiplied by twenty-four (24).

The product of said multiplication shall then be further multiplied by forty-five percent (45%). This result shall then be the amount that said firefighter shall be paid as Special Retirement Pay.

Neither injury while in the line of duty nor disability while in the line of duty shall be used in determining the number of days which the firefighter has taken as sick during his entire service career. Furthermore, for purposes of retirement, in determining whether or not the firefighter has accumulated twenty-five (25) years of service, the firefighter shall be permitted to add to his total time of direct service to the City of East Liverpool all that time which the State of Ohio allows for service purchase time in calculating state retirement eligibility.

- B. If, however, at the time of retirement, such firefighter has completed more than twenty-five (25) years service, then such firefighter shall have such time in addition to the aforesaid one hundred eighty (180) days in an amount equal to fourteen (14) hours per month for each month worked in excess of said twenty-five (25) years.
- C. If, however, such firefighter should either retire or be separated from the department, except for termination by the City for just cause prior to serving twenty-five (25) years, but after serving ten (10) years, then said firefighter shall receive special retirement or separation pay calculated as follows:

The number of years served shall be multiplied by 7.2. From such product, there shall be subtracted the number of days which the firefighter has taken as sick. The difference shall be multiplied by said firefighter's then daily salary. The daily salary shall be calculated by using the regular hourly rate multiplied by twenty-four (24). The product of said multiplication shall then be further multiplied by forty-five percent (45%). This result shall then be the amount that said firefighter shall be paid as special retirement pay.

ARTICLE 6 **LONGEVITY PAY**

Each member of the Fire Department, hired prior to January 1, 2011, shall be entitled to receive extra pay, which extra pay shall continue to be known as longevity pay, according to the following schedule:

After twenty (20) years of service	\$70.00 monthly
After twenty-five (25) years of service	\$75.00 monthly

Employees hired after January 1, 2011, shall not be eligible for longevity pay.

ARTICLE 7
VACATION

A. Each member of the Fire Department hired on or before December 31, 2010, shall be entitled to and receive the following vacation:

<u>Service</u>	<u>Vacation</u>
After twenty (20) years of service	18 work days (432 hours)
After twenty-five (25) years of service	21 work days (504 hours)

B. Each member of the department hired on or after January 1, 2011, shall be entitled to and receive the following vacation:

<u>Service</u>	<u>Vacation</u>
After one (1) year of service	3 work days (72 hours)
After two (2) years of service	5 work days (120 hours)
After five (5) years of service	8 work days (192 hours)
After ten (10) years of service	10 work days (240 hours)

C. Each member of the Fire Department, hired on or before December 31, 2010, who is entitled to take eight (8) work days or more vacation per year shall be granted, at his election, the right to work part of his vacation, and shall in addition to vacation pay receive compensation for said work at his regularly hourly rate of pay. However, said firefighter must take at least six (6) of their work days' vacation. Employees hired on or after January 1, 2011, shall not be eligible to work part of their vacation.

D. Firefighters must make such election by January 1 of the vacation year, unless otherwise waived by the Director of Public Service-Safety.

E. With the approval of the Chief, each member of the Fire Department who is entitled to take vacation shall be permitted to split such vacation into days. If the Chief cannot be contacted, the Assistant Chief may grant such approval.

F. Each employee in the Fire Department who works a forty (40) hour week shall be entitled to and receive all the vacation benefits enumerated below:

<u>Service</u>	<u>Vacation</u>
After one (1) year of service	1 week (40 hours)
After two (2) years of service	2 weeks (80 hours)
After five (5) years of service	3 weeks (120 hours)
After ten (10) years of service	4 weeks (160 hours)

- G. Vacation shall be taken in full day increments (twenty-four [24] hours for shift employees and eight [8] hours for forty [40] hour employees).
- H. Shift employees who schedule one (1) full week of vacation or more surrounding or including one of the holidays set forth in Section "A" of Article 14 shall be entitled to twenty-four (24) hours of holiday time off. Forty (40) hours employees who schedule one (1) full week of vacation or more surrounding or including one of the holidays set forth in Section "A" of Article 14 shall be entitled to eight (8) hours of holiday time off. Such holiday time off (VH day) is to be scheduled with the advance approval of the Chief. "One full week vacation," as used herein, shall mean two (2) shifts (twenty-four [24] hour days) or more for shift employees, and forty (40) hours of vacation for forty (40) hour employees.

ARTICLE 8
CALL BACK PAY

- A. If an employee is called out from home to work on a previously unscheduled work time, or is required to remain on duty after the end of their shift due to a structure fire or Hazmat incident, he shall be paid a minimum of two (2) times his regular hourly rate for (4) hours, or for actual hours worked, whichever is greater. The Employer reserves the right to retain the employee for work for the full four (4) hours.

Notwithstanding the above, when emergency call outs necessitate work of only one and one-half (1 1/2) hours or less, the employee may be released upon completion of the emergency work, and will be compensated a minimum of two (2) hours at the rate of two (2) times the affected employee's call back rate of pay.

- B. If a bargaining unit employee is injured and requires hospital attention while on call back duty, such employee shall be paid until the call back crew is released.

ARTICLE 9
COURT PAY

- A. Each member of the Fire Department who is required by subpoena to appear before any court, grand jury, or governmental administration agency, board, or commission, to testify concerning any matter related to his duties with the Fire Department shall receive compensation to be known as court pay for all time related to that appearance. Court pay shall be at the rate of one and one-half (1 1/2) times the hourly rate of pay. There shall be a minimum of two (2) hours court pay for all appearances in the City of East Liverpool. There shall be a minimum of four (4) hours pay for all such appearances outside the City of East Liverpool. In addition to the minimum, travel time shall count as one-half (1/2) hour.
- B. Appearances for more than one (1) case at the same time shall not result in duplicate pay.

ARTICLE 10
HOURLY RATE DEFINED

- A. Call Back. For purposes of Article 5 and 8 herein, the hourly rate of a firefighter shall be calculated by dividing that individual firefighter's regular annual base pay, including education pay, special medical training pay, hazmat technician pay, mechanic/maintenance pay, BUSTR certification pay, and longevity pay, by two thousand (2000) hours.
- B. Non-Call Back. For all other purposes and provisions in this contract, the hourly rate of a firefighter, except forty (40) hour per week employees, shall be calculated by dividing that individual firefighter's regular annual base pay, including education pay, special medical training pay, hazmat-technician pay, mechanic/maintenance pay, BUSTR certification pay, and longevity pay, by two thousand nine hundred and twelve (2,912) hours.
- C. Non-Call Back--40 Hour Per Week Firefighter. For all other purposes and provisions in this contract, the hourly rate of a forty (40) hour per week employees shall be calculated by dividing forty (40) hour per week employee's regular annual base pay, including education pay, special medical training pay, hazmat-technician pay, mechanic/maintenance pay, BUSTR certification pay, and longevity pay, by two thousand eighty (2,080) hours.
- D. "Garcia" Pay Twenty-four (24) hour employees are compensated based upon one hundred twelve (112) hours per bi-weekly pay period. Regularly scheduled hours actually worked in excess of one hundred and six (106) hours per pay period are therefore compensated at half (1/2) time. All other non-scheduled shift hours will be compensated at one and one-half (1 1/2) times the hourly rate.
- E. Compensatory Time
1. Whenever the Chief determines it is necessary for the Fire Inspector or Mechanic to work overtime, the Chief, at his discretion and with the approval of the Service-Safety Director, may offer the overtime in the form of compensatory time at time and one-half (1 1/2). Such employees may not accrue any more than one hundred eight (108) hours of compensatory time at any one time.
 2. Compensation time is not available for twenty-four (24) hour firefighters or ranking officers for the performance of duties within those job descriptions. However, in the event of an economic hardship, the Chief, with the approval of the Service-Safety Director, may offer compensatory time in lieu of overtime pay. Prior to offering such compensatory time, the Employer will first meet with the Union to advise them of the necessity for such action. Accrual of compensatory time shall not exceed one hundred eight (108) hours at any given time.
 3. Compensatory time must be utilized within six (6) months of the date it is earned or it shall be paid.

ARTICLE 11
PAY PERIOD

The Auditor shall continue the bi-weekly pay period on every other Friday. The Auditor may close the pay period on a date not to exceed seven (7) days prior to the pay date.

ARTICLE 12
PERSONAL ABSENCES

- A. Each forty (40) hour week Fire Department employee shall be entitled to two (2) work days (sixteen [16] hours) of personal absences per year, at his daily rate of pay, upon the approval of the Chief of Fire.
- B. Each non-forty (40) hour per week member of the Fire Department, hired on or before December 31, 2010, shall be entitled to three (3) work days (seventy-two [72] hours) of personal absence per year, at his daily rate of pay, upon approval of the Chief of Fire. If the Chief cannot be contacted, the Assistant Chief may grant such approval. Each non-forty (40) hour per week member of the Fire Department, hired on or after January 1, 2011, shall be entitled to and receive the personal absences enumerated below:

<u>Service</u>	<u>Personal Time</u>
Upon hire	36 hours
After one (1) year of service	44 hours
After two (2) years of service	52 hours

- C. Each forty (40) hour week Fire Department employee shall be entitled to receive three (3) work days of personal absences upon the death of a member of the immediate family at his daily rate of pay upon the approval of the Chief. Each non-forty (40) hour week member of the Fire Department shall be entitled to receive two (2) work days (forty-eight [48] hours) of personal absence upon the death of spouse, child, step-child or parent, at his daily rate of pay, upon the approval of the Chief. Each non-forty (40) hour week member of the Fire Department shall also be entitled to receive one (1) work day (twenty-four [24] hours) of personal absence upon the death of another member of the immediate family (excluding spouse/child/parent) at his daily rate of pay, upon approval of the Chief. Immediate family shall be defined as being any one of the following: parent-in-law, brother, sister, grandparent, grandchild, step-parent, step-child, step-father, step-mother, brother-in-law, sister-in-law, and grandparents of spouse, and for forty (40) hour week employees shall include spouse, child, step-child, and parent. Furthermore, unless otherwise approved by the Chief of Fire, or in his absence, the Director of Public Service-Safety, personal days, excluding bereavement, should not be granted to two (2) or more officers simultaneously. If the Chief and/or Director of Public Service-Safety cannot be contacted, the Assistant Chief may grant such approval.
- D. If a member of the Department, hired on or before December 31, 2010, does not use any or all of his personal days, then said member shall, at the end of the calendar year, receive additional compensation at his daily rate of pay for each unused day(s). Members of the

Department, hired on or after January 1, 2011 shall not be eligible to be compensated for each unused day(s).

- E. With the approval of the Chief of Fire, each member of the Fire Department who is entitled to take a personal day shall be permitted to also split such personal day. If the Chief cannot be contacted, the Assistant Chief may grant such approval. Personal time shall not be split more than six (6) times and shall not be taken in increments less than four (4) hours.
- F. The approval of a personal absence shall not be unreasonably withheld.

ARTICLE 13 **CLOTHING ALLOWANCE**

- A. Allowance. Commencing with the first full pay period of July 2015, each member of the Fire Department shall receive a clothing allowance of forty-five dollars (\$45.00) per pay for a maximum of twenty-six (26) pays per year. Employees hired after July 1, 2015, shall receive their first six (6) months allowance with their first pay, in order to purchase the necessary departmental clothing. Should said employee be separated from service prior to their six (6) month anniversary, a prorated amount of the six (6) month allowance will be deducted from their final pay.
- B. Fire Department Bunker Gear
 - 1. All bunker coats, pants, and helmets shall be state approved and furnished by the City of East Liverpool and replaced when necessary.
 - 2. Each firefighter shall have two (2) pairs of fire boots which shall be replaced by the City within fifteen (15) days of either wearing out or damaged.
 - 3. Each firefighter shall be issued two (2) pairs of gloves. Such gloves shall be replaced by the City if lost or damaged, but such replacement shall not exceed two (2) pairs per year.
 - 4. The Fire Chief shall appoint a Safety Committee, consisting of members of the Fire Department, who shall advise concerning equipment standards and Hazmat gear. Hazmat gear required by the City shall be provided by the Employer.

ARTICLE 14 **HOLIDAYS AND HOLIDAY PAY**

- A. Each member of the Fire Department shall receive special holiday pay for the following holidays: New Year's Day, President's Day, Easter, Federal Memorial Day, Fourth of July, Labor Day, Columbus Day, November 11th, Thanksgiving, and Christmas, when required to work his regular schedule.
- B. Furthermore, each firefighter who is not scheduled to work on Christmas or New Year's Day, but who does work on the full shift of Christmas Eve or New Year's Eve,

respectively, shall receive eight (8) hours of holiday pay for said Christmas Eve or New Year's Eve, or both. Hours of the Christmas Eve or New Year's Eve shift which overlap with Christmas Day or New Year's Day hours shall not be compensated twice.

- C. Each firefighter who is regularly scheduled and works on any one of the aforesaid holidays shall receive, in addition to his regular pay, special holiday pay at the rate of one and one-half (1 1/2) times his normal hourly rate for all hours worked on said holiday. There shall be no pyramiding of premium pay if the work on the holiday would otherwise result in overtime pay. Necessity shall not constitute pyramiding.
- D. Shift employees who schedule one (1) full (calendar) week (two [2] twenty-four [24] hour days or more) of vacation or more surrounding or including one of the holidays set forth in Section "A" above shall be entitled to twenty-four (24) hours of holiday time off. Forty (40) hour employees who schedule one (1) full week of vacation or more surrounding or including one of the holidays set forth in Section "A" above shall be entitled to eight (8) hours of holiday time off. Such holiday time off (VH day) is to be scheduled for a date within one hundred and twenty (120) days of being earned. If an employee wishes to schedule such holiday time off (VH day) for a date past the one hundred and twenty (120) day window, advanced approval of the Chief is required. For the New Year's Day holiday, the end of the previous December shall constitute a surrounding week.

ARTICLE 15
HEALTH AND MEDICAL COVERAGE

- A. The Employer will continue to make available to full-time bargaining unit employees basic surgical, hospitalization, and major medical coverage, and supplemental dental, vision, and prescription coverage. The Employer reserves the right to select carriers/providers and/or to otherwise determine the manner by which any and all coverage is to be provided.

Cost containment programs which seriously reduce benefit levels, and for which a benefit level is not improved in any other area, unless such reduction is necessitated by reasons of market availability (unavailability), shall require the mutual agreement of the Employer and the Union.

- B. An employee may elect single or family coverage consistent with any eligibility requirements set forth under the terms and conditions of the plan.
- C. For all employees:
 - 1. The Employer shall contribute up to a maximum amount, per employee, per month, towards the total cost of coverage as follows:

<u>Type Of Coverage</u>	<u>Maximum Monthly Employer Contribution</u>
Single	\$260.00
Family	\$625.00

2. Should the cost exceed the maximum amounts set forth in subsection (C)(1) above, the participating employee shall be required to:
 - a. contribute up to the first one hundred dollars (\$100.00) above the aforesaid maximum; then
 - b. if applicable, one-half (1/2) above three hundred sixty dollars (\$360.00) and seven hundred twenty-five dollars (\$725.00) respectively.
- D. Within six (6) months of the execution of this agreement, the City shall attempt to convene a health and medical insurance committee comprised of one (1) employee representative from each of the City bargaining units who wish to participate and one (4) management representatives (the equivalent of one management representative for each of the recognized bargaining units). It shall be the responsibility of each local union to designate their own representative and to notify the Employer in writing of the designated representative.

The purpose of the committee shall be to review the cost, utilization, and benefit levels of the health insurance plan, and to make recommendations to the City administration relative to cost containment provisions. Cost containment measures recommended by the Committee and adopted by the City shall not require the mutual agreement set forth Section (A) herein.

- E. Nothing herein shall be construed to preclude the Employer from participating in any state and/or national health care plan. However, should such participation be or become mandatory resulting in a provision of benefits in excess of those set forth herein, and/or a cost in excess of that set forth herein, the Employer reserves the right to reopen contract negotiations on any or all economic issues. If the Employer so reopens, then the Union also may reopen on any or all economic issues.

ARTICLE 16 **HAZARDOUS DUTY PAY**

- A. The City and the Union recognize and agree that, commencing in 1989, "Hazardous Duty Pay" was added to the employees' regular pay and became a part of the employees' regular base pay.
- B. In consideration of the above issue of "Hazardous Duty Pay," it shall never again be considered a legitimate topic of bargaining between the City and the Union.

ARTICLE 17 **ACTING OFFICER PAY**

- A. No firefighter shall be required to assume officer duties. If, however, a firefighter does assume officer duties, as directed by the Chief or designee, then he shall receive, for such period of time, pay according to Article 4 Section A.

- B. During the vacation, illness, or disability of the Chief of the Department, the City shall forthwith name an Acting Chief.
- C. If, however, the Chief of the Fire Department is only on a one (1) day absence or off for any other reason on his regular Monday through Friday shift, then the Shift Commander on duty shall be paid at the Chief's hourly rate for eight (8) hours of said shift, provided he assumes the duties of Acting Chief.

ARTICLE 18
SUNDAY PREMIUM PAY

- A. The City and the Union agree that commencing with the first full pay period in July of 1993, "Sunday Premium Pay" was incorporated into the regular base rate of pay for bargaining unit employees.
- B. In consideration of the above, the issue of "Sunday Premium Pay" shall never again be considered a legitimate topic of bargaining between the City and the Union.

ARTICLE 19
COLLEGE EDUCATION

- A. Each employee of the Fire Department, hired on or before December 31, 2010, who has received an associate's degree shall receive an educational supplement of fifteen dollars (\$15.00) per month. When such associate's degree is in the field of fire science, the educational supplement shall be twenty dollars (\$20.00) per month.
- B. Each employee of the Fire Department, hired on or before December 31, 2010, who has received a bachelor's degree shall receive an educational supplement of twenty-five dollars (\$25.00) per month. When such bachelor's degree is in the field of fire science, the educational supplement shall be forty-five dollars (\$45.00) per month.
- C. Each employee of the Fire Department, hired on or before December 31, 2010, who has received a master's degree shall receive an educational supplement of fifty dollars (\$50.00) per month. When such master's degree is in the field of fire science, the educational supplement shall be seventy-five dollars (\$75.00) per month.
- D. Educational supplements shall not be compounded; an employee shall be compensated only for the highest supplement qualified for.
- E. Employees hired on or after January 1, 2011, shall not be eligible for an educational supplement.

ARTICLE 20
SPECIAL MEDICAL TRAINING

- A. For each member of the Fire Department, hired on or before December 31, 2010, who is certified as a B.L.S.-C.P.R. Instructor, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such certification

in the amount of twenty-five dollars (\$25.00) per month. Employees hired on or after January 1, 2011 shall not be eligible for a salary increase for B.L.S.-C.P.R. Instructor certification.

- B. For each member of the Fire Department, hired on or before December 31, 2010, who is a Certified First Responder, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such certification in the amount of thirty dollars (\$30.00) per month. This provision shall only apply to employees certified and receiving said supplement on or before November 1, 1998. Employees hired on or after January 1, 2011, shall not be eligible for a salary increase for Certified First Responder certification.
- C. For each member of the Fire Department, hired on or before December 31, 2010, who is certified as an Emergency Medical Technician, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such certification in the amount of forty dollars (\$40.00) per month. Employees hired on or after January 1, 2011 shall not be eligible for a salary increase for Emergency Medical Technician certification. For employees hired on or after January 1, 2011, shall have eleven (11) months to obtain Emergency Medical Technician certification, at the City's expense, as a condition for employment.
- D. For each member of the Fire Department, hired on or before December 31, 2010, who is certified as a Paramedic, such member shall receive an increase in salary commencing on the first day of the month following the awarding of such certification in the amount of fifty-five dollars (\$55.00) per month. Employees hired on or after January 1, 2011 shall not be eligible for a salary increase for Paramedic certification.

ARTICLE 21
HAZMAT PAY

- A. Each member of the Fire Department who successfully completes all required training to reach and function at the Hazmat-Technician level shall receive two (2) times his regular hourly rate of pay for each hour served on a Hazmat call in addition to his regular pay for each hour worked, i.e., triple time (3) for each hour worked. Such Hazmat call shall be determined by the Shift Commander subject to any guidelines set forth by the Chief of the Fire Department.
- B. Each such member, hired on or before December 31, 2010, who is or becomes, and continues to remain, qualified pursuant to paragraph "A" above shall receive an additional hourly rate of forty-two cents (\$.42) per hour. For each such member, hired on or after January 1, 2011, qualified pursuant to paragraph "A" above shall be a condition of employment and shall not receive such "hazmat pay."
- C. The City and the Union agree that for employees hired on or after January 1, 2011, "Hazmat pay" was incorporated into the regular base rate of pay.

- D. In consideration of the above, the issue of “hazmat pay” as outlined in paragraph “B” above, shall never again be considered a legitimate topic of bargaining between the City and the Union.
- E. The on-duty crew will not leave their jurisdiction during a HAZMAT event.

ARTICLE 22
MECHANIC/MAINTENANCE SPECIAL PAY

The Employer may, at its discretion, assign mechanic/maintenance duties to an Assistant Chief or firefighter determined to be qualified for such duties; the affected employee may accept or decline such assignment. An employee assigned and accepting mechanic/maintenance duties shall receive additional compensation at the rate of one hundred sixty-five dollars (\$165.00) per month only during the period of said assignment. The assignment of mechanic and maintenance duties and the removal of such assignment shall be set forth in writing by the Chief of Fire and approved by the Director of Service and Safety. The current employee assigned to maintenance duties shall be provided an extra \$125.00 during the months of: September 2015, October 2015, November 2015, and December 2015. Upon said employee’s retirement, the maintenance assignment shall be rescinded.

ARTICLE 23
ATTORNEY’S FEES ALLOWANCE

If, at any time, a firefighter is suspended and such suspension is overruled by an arbitrator or any subsequent court, then the City shall reimburse the employee for all reasonable attorney’s fees incurred for his defense, not to exceed a maximum of five thousand dollars (\$5000.00), in the event that the firefighter is successful following final appeal.

ARTICLE 24
REINSTATEMENT

Any employee who is reinstated to the Fire Department within two (2) years from the date of separation, without need for any recertification, shall be reinstated to the same rank.

ARTICLE 25
GRIEVANCE AND ARBITRATION

- A. Grievance Procedure. Every bargaining unit employee is entitled to a fair hearing of his complaints and questions, and it is the intention of the parties to this agreement to provide in this article a means for the orderly discussion of such member’s grievance. This procedure shall be applicable only for the consideration and settlement of grievances which are defined as disputes between the City and such member or members concerning the application and interpretation of a claim to violation of this agreement. Grievances must be processed in accordance with the following procedures, steps, and time limits:

Step 1

Any member who believes that he has a grievance shall first take up the matter with his Chief within ten (10) days after the event which is the subject of his grievance. It is

understood that the time limit shall commence to run when the member or his department grievance representative should have learned the basic fact or facts which formed the grievance. The Chief shall reply within five (5) days following the initial meeting between the member and the Chief.

Step 2

If the member is not satisfied with the Chief's verbal answer, the grievance shall be reduced to writing and signed by the grievant. The Union, at its discretion, shall then submit the grievance to the Director of Public Service-Safety within seven (7) days after the Chief's answer. The written grievance shall specify the facts of the dispute and the section or sections of the contract which are believed to be pertinent. The grievant, the Chief, the Director of Public Service-Safety, and the Department grievance representative, in an endeavor to settle the grievance, shall meet within fourteen (14) days after the receipt of the Chief's answer, unless otherwise extended by all the parties. The Director of Public Service-Safety shall give his answer in writing within seven (7) days after such meeting.

Step 3

A grievance not settled in Step 2 may be appealed within but not later than ten (10) days, by a letter to the City from the Union requesting the grievance be settled by arbitration.

The parties agree to follow each of the foregoing steps in the processing of the grievance, and if in any step the Director of Public Service-Safety fails to give his written answer within the time limit therein set forth, the Union may appeal the grievance to the next step at the expiration of such time limit. Failure to appeal grievances within the time limit indicates the Union has withdrawn the grievance. The time limit shall be only extended by mutual agreement between the City and the Union.

- B. Arbitration. The impartial arbitrator shall be a member of the Federal Mediation & Conciliation Service, and shall be selected by the City and the Union from a list of nine (9) arbitrators by the American Arbitration Association.

The voluntary arbitration proceedings shall be conducted under the Voluntary Labor Arbitration Rules of the Federal Mediation & Conciliation Service.

The arbitrator shall consider only the grievance appealed to him and/or any disputes regarding the arbitrability of the grievance which are raised in the contract, and he shall have authority only to interpret, apply, and determine compliance with the provisions of this contract and any amendments or supplements thereto, and only to the extent necessary to determine the grievance.

The fees and expenses of the impartial arbitrator and the cost of the arbitration proceedings shall be borne equally by the City and the Union. All other expenses shall be borne by the party incurring them.

The arbitrator shall submit his award within thirty (30) days following the filing of briefs by both parties. Such award shall be accepted as final and binding on both parties.

- C. Civil Service Commission-Exception. It is specifically understood that this entire item does not apply on any issue in which the Civil Service Commission has jurisdiction.

ARTICLE 26
GROUP LIFE INSURANCE

The City shall provide group term life insurance with a death benefit of twenty-five thousand dollars (\$25,000.00) per man including rights of double indemnity and conversion. At retirement and upon approval by the insurance carrier, an employee may continue to pay for such term life insurance at their own expense. Employer bears no responsibility for post-retirement payments, nor carrier approval.

ARTICLE 27
LIABILITY INSURANCE

The City shall continue its existing comprehensive liability insurance, inclusive of coverage for bargaining unit employees, for any actions resulting from the discharge of job duties legally and properly within the scope of the affected employee's employment with the City. The parties recognize and agree that the continuation of such insurance coverage is contingent upon continued market availability. In the event insurance coverage becomes unavailable or cost prohibitive, the City agrees to provide legal representation and/or be responsible for any judgments rendered against an employee as a result of such lawsuits where the employee acted in good faith and within the scope of his employment and official responsibilities.

ARTICLE 28
DISCIPLINE

- A. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. The Employer may take disciplinary action for actions which occur while an employee is on duty, or which occur while an employee is working under the colors of the Employer, or in instances where the employee's conduct violates his oath of office and/or has a negative impact upon the Employer. Forms of disciplinary action include:
1. instruction and cautioning (documented warning);
 2. written reprimand;
 3. suspension without pay;
 4. reduction in pay or position;
 5. discharge.

Except in cases of serious offenses or misconduct, discipline will generally be applied in a corrective and progressive manner. Progressive discipline shall take into account the circumstances surrounding the incident, the nature of the violation(s), the employee's record of discipline, and the employee's record of performance and conduct.

- B. Whenever the Employer determines that an employee may be subject to disciplinary action which could result in suspension, reduction, or termination, a pre-disciplinary hearing will be scheduled to give the employee an opportunity to offer explanation of the alleged misconduct.

Predisciplinary hearings will be conducted with the Mayor or his/her designee (administrator). The employee may choose to:

1. Appear at the hearing to present oral or written statements in his defense; and may have an employee or non-employee representative of the Union present;
2. Elect in writing to waive the opportunity to have a predisciplinary hearing.

Failure to elect and pursue one of these options will be deemed a waiver of the employee's right to a predisciplinary hearing.

At the predisciplinary hearing, the hearing administrator will ask the employee to respond to the allegations of misconduct which were outlined to the employee.

At the hearing, the employee may present any testimony or documents which he feels may be germane to the charges.

A written report will be prepared by the hearing administrator concluding whether or not the alleged misconduct occurred. A copy of the hearing administrator's report will be provided to the Employer and the employee within five (5) calendar days following its preparation. The Employer will decide what discipline, if any, is appropriate.

- C. Disciplinary action resulting in loss of pay or position may be appealed through the grievance and arbitration procedure. Appealable disciplinary actions must be filed at the appropriate level of the grievance procedure within seven (7) calendar days from the receipt of the notice of discipline by the employee.
- D. Any employee under indictment or arrested for a felony or crime of moral turpitude, who is not disciplined or discharged, may be placed on leave of absence without pay until resolution of the court proceedings. An employee may substitute accrued vacation, holiday, or personal time during the leave. The Employer may continue to pay the Employer's contribution toward insurance during the leave of absence. An employee found guilty by the trial court may be placed on administrative leave for a period not to exceed twenty-one (21) calendar days to allow for the conduct and completion of a predisciplinary conference or returned to work and paid for all lost time, and shall have any vacation, holiday, or personal time restored to his credit. The employee may be subject to disciplinary action if such action was held in abeyance pending court proceedings.

ARTICLE 29 **LAYOFF BY SENIORITY**

- A. Whenever the Employer determines that a layoff (reduction in force) is necessary, the Employer will notify affected employees, in writing, ten (10) calendar days in advance of the effective date of the layoff. The Employer agrees to discuss the impact of layoff with the Union, provided a request is submitted in writing by the IAFF within three (3) calendar days of notice.

- B. Reduction in force shall occur by inverse order of seniority. Seniority for purposes of these procedures shall mean the length of continuous service within the Fire Department commencing with the employee's date of hire in a full-time position within the department. Reduction in force shall normally commence at the end of a twenty-four (24) hour shift for shift employees (e.g., if a layoff occurs on a Friday for a shift employee, the employee will complete the hours of work that overlap into Saturday).

Notwithstanding the above, no full-time employee(s) hired on or before June 30, 2009, shall be laid off prior to the layoff of any part-time bargaining unit employees. However, once part-time employees have been laid off as set forth above, and the Employer has determined it necessary to lay off full-time employees, such full-time employees may be offered part-time work, at the discretion of the Employer. Should any full-time employee(s) hired on or before June 30, 2009, decline an offer of part-time work, such declination shall not be cause for the City to challenge any application for unemployment compensation benefits.

- C. Upon request, an employee who is laid off shall receive payment for any credited and unused vacation time within the next full pay period following the pay period in which layoff occurs. If not requested earlier, vacation will be paid at the time it was requested for, or at the discretion of the Mayor/designee.
- D. Recall. The Employer shall determine when a recall of any laid off employee(s) is feasible, as well as the effective date of any recall(s).
- E. Laid off employees will be placed on a recall list for a period of twenty-four (24) months from the effective date of layoff. Said employees shall continue to accrue seniority during the twenty-four (24) month recall period. Recall from layoff will occur in reverse order of the layoff, that is, the last employee placed on layoff will be the first to be recalled. Laid off employees shall be required to maintain necessary certifications and pass a physical (the physical shall be paid for by the City) in order to be eligible for recall to the same level and position.
- F. Employees shall be given ten (10) calendar days advance notice of recall, and such notice shall be sent by certified mail to the last address of record. Employees shall have five (5) calendar days to accept or reject, in writing, the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights to recall.
- G. It is understood that the above provisions are intended to supersede the statutory layoff provisions of the Ohio Revised Code and the Ohio Administrative Code consistent with the provisions of Article 40 herein, and the Civil Service Commission has no jurisdiction with regard to layoffs and recalls.

ARTICLE 30
UNION DAYS

- A. The Fire Department shall be entitled to designate firefighters who shall be entitled to take working hours off for Union business. The total number of full working hours to be taken off with full pay for Union business shall not exceed forty (40) hours per year for the entire Fire Department. The total number of full working days to be taken off without pay for Union business shall not exceed four (4) per year for the entire Fire Department.
- B. Requests to the Chief for Union given thirty (30) days advance notice shall not be denied. Approval for requests submitted less than thirty (30) days in advance shall not be unreasonably denied.

ARTICLE 31
SHIFT TRADES

- A. The Chief shall grant the request for any two (2) bargaining unit employees to exchange tours of duty or days off provided that the two are of equal rank.
- B. Under no circumstances will overtime pay be demanded by said bargaining unit employee(s) for time worked during the trade.
- C. Trading of vacation days will only be permitted by the Chief under special circumstances.

ARTICLE 32
IN-SERVICE TRAINING

- A. The City shall make every reasonable effort to provide all firefighters with training designed to maintain a high standard of performance and increase skills for job performance.
- B. Any employee required to use a personal vehicle in the performance of official duties and/or City-required training outside of East Liverpool shall be eligible for reimbursement at the most current IRS Standard Mileage rate for Business Travel, for travel which the officer is not already being reimbursed.

Such reimbursement shall be considered to cover all vehicle-related costs, e.g., gas, oil, depreciation, insurance, etc.

- C. The City shall conduct a minimum of one (1) departmental training session during each of the three (3) shifts (A, B, C) throughout each calendar year of this agreement. Each training session shall last for a minimum six (6) hours.

ARTICLE 33
SICK PAY

- A. For each member of the Fire Department who was a member of such department on June 30, 1984, the following provisions shall apply:

1. Each member shall be allowed full pay, not to exceed ninety (90) days, for ordinary sickness or injury; and
 2. Upon exhaustion of the benefits provided in Section 1 above, shall be further allowed one-half (1/2) pay, not to exceed nine (9) calendar months; and
 3. Disability (sickness or injury) incurred while in the direct line of fire duty shall not be subject to the provisions above, but shall be subject to the provisions of Article 34, On-Duty Injury Leave.
- B. For each member of the Fire Department hired on or after July 1, 1984, and on or before December 31, 2010, such member shall be entitled to all sick pay and conversion pay as follows:
1. Beginning with the first month of hire, each shift employee shall accrue fourteen (14) hours of sick leave per month; each forty (40) hour per week employee shall accrue ten (10) hours of sick leave per month (.0577 hours per hour worked up to a maximum of one hundred twenty [120] hours per year).
 2. An employee with ten (10) or more years of service with the Department may, at the time of retirement, convert his sick leave to cash on the basis of four (4) days of sick leave for one (1) day's pay, not to exceed a maximum of nine hundred sixty (960) hours of pay.
 3. Additionally, a shift employee hired on or after July 1, 1984, and on or before December 31, 2010, who has accumulated more than twenty-eight (28) days (six hundred seventy-two [672] hours) of sick leave, or a forty (40) hour per week employee who has accumulated more than sixty (60) days (four hundred eighty [480] hours of sick leave), may convert such excess sick leave to cash in December of each calendar year as follows:
 - a. Conversion shall be on the basis of one (1) day of sick leave for one (1) day of pay.
 - b. Eligible employees must notify the Chief and the Auditor's Office, in writing, by December 1 of the applicable calendar year of their desire to convert sick leave.
 - c. The maximum number of sick leave days which may be converted in any one (1) year is seven (7), or one hundred sixty-eight (168) hours for shift employees, and fifteen (15) or one hundred twenty (120) hours for forty (40) hour per week employees, except at the time of retirement as set forth above.
 - d. The maximum number of sick leave days which may be accumulated at any one time is sixty-eight (68) (one thousand six hundred thirty-two [1,632] hours) for shift employees and ninety (90) (seven hundred twenty [720] hours) for forty (40) hour per week employees.

- C. For each member of the Fire Department hired on or after January 1, 2011, such member shall be entitled to all sick pay and conversion pay as follows:
1. Beginning with the first month of hire, each shift employee shall accrue fourteen (14) hours of sick leave per month; each forty (40) hour per week employee shall accrue ten (10) hours of sick leave per month (.0577 hours per hour worked up to a maximum of one hundred twenty [120] hours per year).
 2. An employee with ten (10) or more years of service with the Department may, at the time of retirement, convert his sick leave to cash on the basis of four (4) days of sick leave for one (1) day's pay, not to exceed a maximum of three hundred thirty-six (336) hours of pay.
 3. Additionally, a shift employee hired on or after January 1, 2011, who has accumulated more than twenty-eight (28) days (six hundred seventy-two [672] hours) of sick leave, or a forty (40) hour per week employee who has accumulated more than sixty (60) days (four hundred eighty [480] hours of sick leave), may convert such excess sick leave to cash in December of each calendar year as follows:
 - a. Conversion shall be on the basis of one (1) day of sick leave for one (1) day of pay.
 - b. Eligible employees must notify the Chief and the Auditor's Office, in writing, by December 1 of the applicable calendar year of their desire to convert sick leave.
 - c. The maximum number of sick leave days which may be converted in any one (1) year is four and two-thirds (4 2/3), or one hundred twelve (112) hours for shift employees, and ten (10) or eighty (80) hours for forty (40) hour per week employees, except at the time of retirement as set forth above.
 - d. The maximum number of sick leave days which may be accumulated at any one time is thirty-five (35) (eight hundred forty [840] hours) for shift employees and seventy-five (75) (six hundred [600] hours) for forty (40) hour per week employees.

ARTICLE 34
ON-DUTY INJURY LEAVE

- A. Any full-time employee of the Fire Department who is disabled as the result of injury received while performing duties within the scope of his employment shall be entitled to up to twelve (12) calendar months at full pay during the period of such disability. The employee shall be required to file a claim for lost wages through the Bureau of Workers' Compensation for any portion of the second six (6) months, and may be required to file a claim for lost wages for the first six (6) months, or any portion thereof, as directed by the Director of Service-Safety. The employee shall not file a claim for lost wages for the

first six (6) month period, or portion thereof, unless directed by the City, and compensation shall be fully continued by the City during such period. The employee shall be required to sign an agreement assigning to the City any monies received from Workers' Compensation for lost wages for the time period such employee is receiving on-duty injury leave benefits.

- B. Any employee receiving on-duty injury benefits shall be required to provide the Employer with current medical information including expected date of return to work.
- C. The City shall also have the ability to order a medical examination by a physician of the City's choosing, at any time the City chooses.

ARTICLE 35
PICK UP PLAN

Provided there is no increase to the City, each member would be entitled to participate in an Internal Revenue Service "Pick Up" Plan.

ARTICLE 36
PREVIOUS BENEFITS

Unless specifically modified or addressed herein, any benefits, whether monetary or otherwise, presently enjoyed by the parties to this agreement, and specifically provided for by ordinance or statute, shall not be changed nor modified.

ARTICLE 37
RESERVED RIGHTS

Unless limited by this agreement, all rights granted by law to the City are hereby reserved to the City.

ARTICLE 38
JURY LEAVE

- A. The Employer shall grant a paid leave of absence, at the employee's regular rate of pay, when an employee is summoned for any jury duty or summoned as a witness (outside the scope of his employment) by the United States or Ohio courts. All compensation for such duty shall be reimbursed to the Department unless such duty is performed totally outside of normal working hours. Employees summoned for jury duty shall be considered to be in an active pay status throughout the time designated on the summons. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juveniles, etc. Such absences must be applied for under other appropriate leave or vacation provisions, as provided in this agreement.
- B. In order to receive pay under this article, an employee must notify the Employer within seventy-two (72) hours of receipt of any subpoena or summons and in any event prior to

the date, and provide a copy of same. The employee must also secure and present to the Employer a certificate from the applicable court in which they served evidencing completion of service.

- C. Whenever an employee is released from jury duty prior to the end of his normal scheduled shift, he shall report to work provided two (2) hours or more of his shift remains, excluding any required/necessary travel time back to the City.

ARTICLE 39
BUSTR CERTIFICATION PAY

The active Fire Inspector shall receive fifteen cents (\$.15) per hour as a pay supplement (three hundred and twelve dollars [\$312.00] per year) in consideration of maintaining BUSTR certification relative to the installation and removal of underground storage tanks. BUSTR certification pay is payable only to the Fire Inspector provided current certification is maintained.

ARTICLE 40
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

- A. The parties agree that no section of the Civil Service Laws contained in the Ohio Revised Code, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where such matter has been addressed by this agreement.
- B. Notwithstanding Section A above, the parties agree that the conduct and grading of civil service examinations (as related to the City of East Liverpool Civil Service Commission), the establishment of eligible lists from examinations, and the original appointments from the eligible lists are not appropriate subjects for bargaining pursuant to Section 4117.08 O.R.C. Further, promotional examinations and appointments shall continue to be governed by the State and Local statutes and ordinances, except that vacancies in positions above the rank of firefighter shall be filled through promotional examination from successive lower ranks with eligible applicants having at least twelve (12) months of service in the rank from which the promotion is being made (promoted ranks other than the rank immediately above firefighter), or twenty-four (24) months of service as a firefighter if the vacancy is within the promoted rank immediately above firefighter. The service requirements set forth herein may be waived where there are less than two (2) persons in such lower rank who have met the service requirements and are willing to take the examination.
- C. Notwithstanding the above, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 41
MINIMUM STAFFING

- A. Staffing Requirements. Minimum staffing, as required by this article, will be considered to have been met when there are: (1) two (2) full-time firefighters/officers on duty or (2) twelve (12) full-time firefighters/officers employed by the City. Should a separation of

service occur for an employee, the City shall be granted six (6) months relief from the staffing requirement in order to perform due diligence in hiring a replacement.

- B. Part-Time/Volunteer Firefighters. The City will not employ any part-time or volunteer firefighters unless minimum staffing under Section A of this article has been met.
- C. Staffing Call-Out Procedure. When a staffing shortage occurs (i.e. staffing falls below A [1]), the Chief or Assistant Chief will call off-duty employees in accordance with Side Letter of Agreement #1.

ARTICLE 42 **SUCCESSORS**

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto or by any change geographically or otherwise in the location or place of business of either party.

ARTICLE 43 **TERM**

Unless specifically specified to the contrary herein, all provisions, covenants and benefits of this agreement shall apply, operate, and run from the 1st day of July, 2015, through the 30th day of June, 2018.

EXECUTED on the date first above written.

WITNESSES:

L. Ann G. Sprague
Laura Smith

CITY OF EAST LIVERPOOL, OH

James P. Swoger
James P. Swoger, Mayor
William Cowan
William Cowan, Acting Director of Public
Service-Safety

**EAST LIVERPOOL FIREFIGHTERS
UNION, LOCAL 24, IAFF, AFL-CIO**

William Cowan 8/31/15

James H. Allmon, II
James Allmon, President

SIDE LETTER OF AGREEMENT #1

The City of East Liverpool, "Employer," and the East Liverpool Firefighters Union, Local #24, IAFF, AFL-CIO, "Union," do hereby recognize and agree to the following:

1. The Department of Fire has recently implemented overtime procedures (non-call back) to allow for single overtime list (rank and firefighters) by seniority and equal hours, for purposes of overtime opportunities.
2. Amendments or modifications to overtime procedures will be provided to the Union at least fourteen (14) calendar days in advance of implementation.

SIDE LETTER OF AGREEMENT #2-RANK

The City of East Liverpool, "Employer," and the East Liverpool Firefighters Union, Local #24, IAFF, AFL-CIO, "Union," do hereby recognize and agree to the following:

Effective with the first full pay period following the promotion of a currently employed Assistant Chief or Lieutenant (employed as of June 30, 2009) to the non-bargaining unit position of Fire Chief, the following shall apply:

1. The position(s) of Lieutenant within the Department of Fire shall be abolished. Such abolishment shall not be construed to remove the classification from the bargaining unit as certified by the State Employment Relations Board (SERB).
2. Any employee classified as a Lieutenant at the time of the abolishment of the position shall be reassigned to the position of Assistant Chief and reclassified. There shall be no more than three (3) Assistant Chiefs.
3. The job duties and responsibilities of the position of Assistant Chief shall include but not be limited to the following:
 - A. Supervision of a platoon, shift or work location;
 - B. Serve as command officer in the absence of the Chief;
 - C. Perform inspections and fire prevention activities;
 - D. Perform fire suppression activities including the direction of firefighters;
 - E. Perform administrative duties as assigned by the Chief, or in the absence of the Chief, the Service-Safety Director.
4. Additionally, the position of Assistant Chief shall have two pay levels. The rate of pay shall be in accordance with Article 4, Section A.

This Side Letter of Agreement shall be effective upon execution and as set forth herein.

This Side Letter of Agreement is null and void if a current Assistant Chief or Lieutenant does not promote to the position of Fire Chief.

SIDE LETTER OF AGREEMENT #3-COMMUNICATION ALLOWANCE

Section 1. Commencing July 1, 2015, each employee shall be eligible for a communication allowance of fifty dollars (\$50.00) per month to be used to defray the cost of a cell telephone. The phone is to be utilized while on duty and for paging services. However, the individual employee shall be responsible to enter into any applicable contractual agreement and shall be responsible for all monthly charge and fees, as well as any damage or loss of equipment. Any contract's terms and costs, which may extend beyond the individual officer's employment with the City, shall be the sole responsibility of the individual.

Section 2. Each employee must provide the Chief with the number of the cell phone. Such equipment will be utilized for communications while the officer is on duty, and may be utilized as a form of communication/contact while the employee is off duty.

Section 3. The Union recognizes that this allowance will be paid for by the elimination of the current analog paging system and its public safety line. The elimination of the analog paging system and its public safety line will provide the City a savings greater than the cost of the communication allowance.

SIDE LETTER OF AGREEMENT #4-RESIDENCY

Employees of the East Liverpool Fire Department, hired after May 1, 2015, shall, within one (1) year of the date of hire, establish, maintain, and occupy a residence within the boundaries of the East Liverpool City School District, the City of East Liverpool, Liverpool Township, or Sections 19 through 30 of St. Clair Township, Columbiana, Ohio. for the duration of their employment with the City.