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AN AGREEMENT

between

THE CITY OF WILLOUGHBY, OHIO

and

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,
LOCAL 2291, AFL-CIO**

**EFFECTIVE: APRIL 1, 2016
EXPIRATION: MARCH 31, 2019**

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ARTICLE I. PREAMBLE

1.1 This Agreement is hereby entered into by and between the City of Willoughby, Ohio (hereinafter, "the Employer") and the International Association of Firefighters, Local 2291, AFL-CIO (hereinafter, "the Union").

ARTICLE II. PURPOSE AND INTENT

2.1 In an effort to continue harmonious and cooperative relationships with the employees and to ensure the orderly and uninterrupted efficient operation of government, the Employer now desires to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following:

- A.** To recognize the interests of employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment;
- B.** To promote fair and reasonable working conditions;
- C.** To promote individual efficiency and service to the citizens of the City of Willoughby;
- D.** To avoid interruption or interference with the efficient operation of the Employer's business; and
- E.** To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III. RECOGNITION

3.1 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment for all persons employed in the City's Division of Fire excluding the Chief, Assistant Chief, secretarial staff, all part-time, civilian, seasonal, and temporary employees. All other employees of the Employer are excluded from the Bargaining Unit. Said recognition shall continue for a term not longer than the duration of this Agreement.

ARTICLE IV. DUES DEDUCTIONS

4.1 The Employer shall deduct Union initiation fees and regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms to permit said deductions. The dues deductions shall be made from each pay. If the employee's pay for that pay period is insufficient to cover the amount to be deducted, the Employer will make the deduction with the next regularly-scheduled deduction, providing the employee will be working during this subsequent pay period.

4.2 The Employer will supply to the Union a list of all employees for whom deductions have been made and it will be transmitted, along with the amount of the deducted dues, to the Union within fifteen (15) days from the date of deduction.

4.3 All employees covered by this Agreement upon completion of sixty (60) days of employment with the Employer, and have not become Union members, shall pay a "fair-share fee" not to exceed the Union's regular monthly dues as a condition of employment with the Employer. The fair-share fee payment shall not require any employee to become a member of the Union.

4.4 The amount of the fair-share fee shall be certified to the Employer by the Union. Such certified amount shall be deducted from the employee's earnings as in Paragraph 4.1 hereinabove, except that employee authorization shall not be required.

4.5 The Union shall prescribe an internal rebate procedure for nonmembers, in conformance with Federal laws, and shall advise each nonmember as to such procedure and provide to the Employer and each nonmember a copy of the procedure.

4.6 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article, and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V. MANAGEMENT RIGHTS

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

- A.** Hire, discharge, transfer, suspend, and discipline employees for just cause;
- B.** Determine the number of persons required to be employed, laid off; or discharged for just cause;
- C.** Determine the qualifications of employees covered by this Agreement;
- D.** Determine the starting and quitting time and the number of hours to be worked by its employees;
- E.** Make any and all reasonable rules and regulations;
- F.** Determine the work assignments of its employees;
- G.** Determine the basis for selection, retention, and promotion of employees to or for positions not within the Bargaining Unit established by this Agreement;

- H. Determine the type of equipment used and the sequence of work processes;
- I. Determine the making of technological alterations by revising either process or equipment, or both;
- J. Determine work standards and quality and quantity of work to be produced;
- K. Select and locate buildings and other facilities;
- L. Establish, expand, transfer, and/or consolidate work processes and facilities;
- M. Consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other municipality or entity, or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes, or work;
- N. Terminate or eliminate all or any part of its work or facilities.

5.2 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business, and the direction of its work force which, the Employer 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 Employer.

ARTICLE VI. NON-DISCRIMINATION

6.1 The Employer and the Union recognize their respective responsibilities under Federal and State constitutional and statutory requirements. Therefore, both parties hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, religion, sex, national origin, ancestry, handicap, age, or marital status.

ARTICLE VII. PROBATIONARY PERIOD

7.1 All newly-hired employees will be required to serve a probationary period of twelve (12) months. During said period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission.

7.2 All newly-promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be

appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission.

7.3 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Paragraph 7.1 above.

ARTICLE VIII. UNION MEMBERSHIP (ACTIVITY)

8.1 The Employer and the Union recognize the right of all employees and all applicants for employment to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion, or reprisals by the Employer or the Union against any employee or any applicant for employment because of Union membership or lack thereof.

8.2 The Union shall be allowed to conduct Union meetings on the Employer's premises, providing such meetings do not interfere with the operation of the Department and approval is granted by the Chief.

8.3 Affected employees shall be permitted to attend Grievance and Arbitration meetings and Labor Management meetings while on duty, with no loss in pay, providing not more than two (2) individuals shall be paid.

8.4 Employees who are elected or selected to represent the Union may be granted time off with pay to perform their Union duties including, but not limited to, attendance at regular and special meetings, seminars, and conferences, with three (3) days' prior approval, up to a maximum of forty-eight (48) hours per calendar year. Such hours may be carried over from one year to the next, not to exceed a total accumulation of ninety-six (96) hours. Approval for such leave shall not be unreasonably denied.

8.5 Two (2) members of the Union Negotiating Committee shall be allowed off shift for all negotiating meetings which shall be mutually set by the Employer and the Union.

ARTICLE IX. NO-STRIKE

9.1 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with, or the withholding of services from the Employer.

9.2 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services, and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and order all employees to return to work immediately.

9.3 It is further agreed that any violation of the above will be automatic and sufficient grounds for the immediate disciplinary action as determined by the Employer.

ARTICLE X. LABOR-MANAGEMENT COMMITTEE

10.1 The Employer and the Union agree that certain subjects may need to be discussed for reasons of morale and efficiency. Accordingly, there is hereby established a Committee to discuss these subjects.

10.2 The Safety Director, the Chief of Fire, the Assistant Fire Chief, and not more than three (3) representatives of the Union shall serve on the Committee. Meetings may be held at a mutually-convenient time on at least a quarterly basis unless mutually waived.

ARTICLE XI. RULES AND REGULATIONS

11.1 It is understood and agreed that the Employer has the authority to promulgate reasonable work rules, policies, procedures, and directives to regulate the conduct of the employees whenever possible, and such matters will be reduced to writing and made available to all employees. Such rules, policies, procedures, and directives shall not be inconsistent with this Agreement.

11.2 The Employer agrees that the provisions of this Agreement, along with all work rules and other regulations, will be administered on as fair and non-discriminatory basis as practical. Work rules will not be inconsistent with the express written provisions of this Agreement, and unreasonable work rules will be subject to the Grievance Procedure contained herein.

ARTICLE XII. PHYSICAL EXAMINATIONS

12.1 All employees shall have an annual physical examination performed by a physician designated and paid by the Employer prior to March 31st of each year, when possible.

12.2 All results of the physical and testing process are considered to be privileged and confidential between the employee and the physician, and shall become part of the physician's permanent medical file of the employee. No information may be released from this file to anyone other than the Mayor without the express written consent of the employee.

12.3 At the Employer's sole discretion, the above physical examination may contain a test (blood screen) for the HIV-acquired immunity deficiency syndrome (AIDS) virus. Such testing and the test results shall be implemented as follows:

- A.** The physician performing the examination shall counsel each employee as to the testing process, possibility of inaccurate test results, and any other subject medically appropriate.
- B.** In the event a positive test result occurs after the second test, the employee shall be given the Western Blot Test, which shall be paid by the Employer. There shall be no releasing of the first test results to anyone other than the physician and the employee;
- C.** In the event a positive test occurs in the Western Blot Test, the results shall be kept completely confidential between the physician and the employee until such time it is finally determined that the employee is actually infected.
- D.** In the event of such a final determination, the results will be kept confidential between the physician, employee, and Mayor. At that time, the situation will be handled pursuant to Paragraph 12.4 below.

12.4 If as a result of the above-provided physical examination, it is determined that the employee is actually afflicted with AIDS, as opposed to just testing positive for AIDS antibodies, the Employer may:

- A.** Allow the afflicted employee to continue to work until he is physically unable to do so; or
- B.** Relieve the afflicted employee from duty and put on injury leave for up to ninety (90) days, and then sick leave, if necessary, pending the approval of his retirement from the Ohio Police & Fire Pension Fund.

12.5 In the event the Employer elects to place the employee on injury leave and then sick leave prior to the employee actually becoming incapacitated and, if, as a result of such early removal from duty, the employee exhausts his sick leave prior to the approval of his retirement, the Employer will grant the employee enough additional sick leave to keep the employee on full pay status until his retirement is approved.

12.6 If, as a result of the above-provided physical examination, it is determined that an employee tests positive for AIDS antibodies but is not afflicted with the actual disease, the Employer may:

- A.** Make no changes in the employee's duties or employment;
- B.** Transfer the employee to another position within the Fire Department where he would not be in contact with the general public;
- C.** Transfer him to another job within the Employer's workforce, but outside the Fire Department; or
- D.** Remove the employee from duty and work altogether.

12.7 In the event the Employer elects to transfer the employee to another job outside the Fire Department and give him a new job classification, the employee will suffer no reduction in his existing wage.

12.8 If an employee is transferred to a position not covered by the Ohio Police & Fire Pension Fund and the employee has less than fifteen (15) years pension credit, the Employer will keep the employee in such pension system until he vests his pension at fifteen (15) years. If the employee has more than fifteen (15) years' pension credit, the Employer will keep the employee in such system until he obtains twenty-five (25) years of credit. After the employee achieves each of the above, the Employer may transfer him to the Public Employees' Retirement System (PERS).

12.9 In any instance, where the employee is receiving pay pursuant to the above provisions and such pay is not the result of the employee utilizing accumulated leave credits, the Employer will be entitled to an offset against wages paid by other received payments.

12.10 All costs associated with any AIDS tests administered pursuant to this Article, shall be borne by the Employer.

12.11 The parties agree that during the term of this Agreement, a physical fitness standard will be established. Such standard shall be established as the parties jointly agree. In the event the parties fail to agree on the standard, the matter may be referred by either party to expedited Arbitration and the decision of the Arbitrator will be binding on the parties. The Arbitrator may not alter the parties position and shall award either the Union's or the Employer's position. The fees and expenses of the Arbitrator will be shared equally by both parties.

12.12 In cases where the Employer feels an employee is unable to perform the essential elements of his position, an evaluation of the employee's condition shall be made by the physician designated and paid for by the Employer. Should the physician concur with the Employer, the employee may be placed on sick leave or extended unpaid leave.

Should there be a conflict between the employee's doctor and the doctor designated by the Employer over an opinion concerning the employee's ability to return to work, a third doctor will be chosen by mutual agreement between the Employer and the Union, who shall examine the employee and decide the matter in question. This jointly-appointed physician shall be paid by the Employer and the Union, with his fee being shared equally by the parties.

If found unfit for duty and unable to return to regular duty within eighteen (18) months, the employee may be removed from service. Any future employment shall be considered in the same manner as any other applicant.

ARTICLE XIII. PERSONNEL FILES

13.1 An employee shall have the right, upon request, to review any and all of his personnel files, except confidential pre-employment investigations, references, and similar material. He may have a representative of the Union present when reviewing the file, along with an Employer representative. A request for copies of items included in the file shall be honored.

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

13.3 At no time will any material of a negative or derogatory nature be placed in an employee's file without the employee's notification. Any material placed in an employee's file will be done on a timely basis.

13.4 An employee may request removal of specific items in his file, which request would be subject to review and the Employer's approval on a case by case basis.

13.5 All items in an employee's file with regard to complaints and investigations shall be clearly marked with respect to disposition.

ARTICLE XIV. SALARY SCHEDULE

14.1 The following rates of pay shall become effective April 3, 2016, upon execution of this Agreement, for all employees employed upon execution of this Agreement:

<u>TITLE/CLASS</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>
Firefighter	\$22.80	\$28.00	\$29.76	\$32.01
Lieutenant			\$34.48	\$35.55
Captain			\$37.46	\$39.47

14.2 The following rates of pay shall become effective April 2, 2017, for all employees employed upon execution of this Agreement:

<u>TITLE/CLASS</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>
Firefighter	\$23.37	\$28.70	\$30.50	\$32.81
Lieutenant			\$35.34	\$36.44
Captain			\$38.40	\$40.46

14.3 The following rates of pay shall become effective April 1, 2018 for all employees employed upon execution of this Agreement:

<u>TITLE/CLASS</u>	<u>P</u>	<u>A</u>	<u>B</u>	<u>C</u>
Firefighter	\$23.95	\$29.42	\$31.26	\$33.63
Lieutenant			\$36.22	\$37.35
Captain			\$39.36	\$41.47

14.4 Effective retroactive April 1, 2001, a minimum ten and one-half percent (10.5%) pay differential shall be maintained between the ranks and approximate percentage parity in the "B" promotional step of Lieutenant and Captain to that which exists with the City of Willoughby Police Schedule. Effective March 31, 2002, a minimum eleven percent (11%) pay differential shall be maintained between the ranks.

14.5 New employees shall be compensated at the probationary "P" rate and progress yearly based on their anniversary date of hire. Employees receiving a promotion shall be compensated at the "B" rate of the respective classification of promotion and progress to the "C" rate in one (1) year from the effective date of the promotion.

14.6 When no officer is assigned to a respective station and a firefighter is assigned to be in charge of the station for a twenty-four (24) hour period, the firefighter shall receive a supplement of One Dollar and Fifty Cents (\$1.50) per hour added to his base rate.

14.7 In the event a vacancy occurs in the Lieutenant or Captain ranks an employee assigned to function as "Acting Officer" shall be paid at the "B" rate for the position assigned. To be eligible for said payment the position must be approved and/or acknowledged by the Mayor/Safety Director and the Civil Service Commission.

14.8 All personnel are required to participate in the City's direct deposit program. Payments made for paramedic pay, uniform allowance, and compensatory time shall be paid separately by check.

ARTICLE XV. SICK LEAVE

15.1 Sick leave shall be defined as an absence with pay necessitated by the illness or injury of the employee, exposure by the employee to a contagious disease communicable to other employees, or serious illness, injury, or death in the employee's immediate family.

15.2 All employees shall earn sick leave at the rate of four and six-tenth (4.6) hours for every eighty (80) hours worked, excluding overtime, and may accumulate such sick leave in an unlimited amount.

15.3 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reasons therefore at least one (1) hour before the start of his tour of duty each day he is absent, unless the employee is on a physician-approved sick leave.

15.4 Sick leave may be used in segments of not less than two (2) hours. Use of sick leave shall be deducted from an employee's sick leave accumulation on the basis that every hour paid shall be an hour deducted.

15.5 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Chief and paid by the Employer. In any event, an employee absent for more than one (1) tour of duty must supply a physician's report to be eligible for paid sick leave, unless such report is waived by the Chief.

15.6 If the employee fails to submit adequate proof of illness, injury, or death upon request or, in the event that upon such proof as is submitted or upon the report of medical examination, the Chief finds there is not evidence of illness, injury, or death sufficient to justify the employee's absence, such leave may, at the Chief's sole discretion, be considered as unauthorized leave and shall be without pay. The attending physician's statement shall be deemed adequate proof unless the Employer has reason to suspect such report is erroneously supplied.

15.7 Any abuse of sick leave or patterned abuse of sick leave shall be sufficient cause for discipline.

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

15.9 Should there be a conflict between the employee's doctor and the doctor designated by the Employer over an opinion concerning the employee's ability to return to work, a third doctor will be chosen by mutual agreement between the Employer and the Union, who shall examine the employee and decide the matter in question. This jointly-appointed physician shall be paid by the Employer and the Union, with his fee being shared equally by the parties.

15.10 In addition to personal illness or injury to the employee, absence(s) due to illness in the employee's immediate family, when approved by the Chief, may be charged against sick leave.

15.11 When the use of sick leave is due to an illness in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, mother-in-law, father-in-law, members of the employee's immediate household, and other relatives as approved by the Employer. When the use of sick leave is due to death in the employee's immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, brother, sister, mother-in-law, father-in-law, and other relatives as approved by the Employer.

15.12 Upon the normal retirement, disability retirement, or death of an employee, such employee (or the employee's estate in case of death) shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement by the multiplication of the following percentages times the number of accumulated sick hours the employee has at the time of his retirement. The maximum number of sick hours for retirement purposes shall be as shown in the Schedule set forth in Section 15.13 herein below.

15.13 Retirement means disability or service retirement under the Ohio Police & Fire Pension Fund, whereby the first installment is to be received within one hundred twenty (120) days after retirement from the City. Such payment for accumulated sick leave shall be considered to eliminate all sick leave credit accrued by the employee at that time. The percentages to be applied to such hours are as follows, based upon the length of service of the employee with the City:

<u>Percentage of Length of Service</u>	<u>1195.2 Hours</u>
Less than 5 years	25%
5 to 8 years	50%
8 to 10 years	75%
10 to 15 years	100%
15 to 20 years	100% (+20%)*
20 to 25 years	100% (+30%)*
25 years or more	100% (+40%)*

*additional percentage for hours over 1195.2 (2900 maximum)

In the event of death of an employee prior to retirement, such employee shall be entitled to receive payment for all accumulated but unused sick leave up to a maximum of 1195.2 hours without regard to longevity. Employees with fifteen (15) or more years are entitled to receive payment as per the above schedule. Such payment shall be made to the surviving spouse or to the employee's estate.

Payment for sick leave pursuant to this Section shall be considered to eliminate all sick leave credit accrued by the employee at that time.

15.14 Accrued unused sick leave may be transferred to the City from another political subdivision of the State of Ohio, where the employee has not exercised any type of cash out. Such time shall be utilized after all time earned with the City of Willoughby is exhausted. For employees hired on or after April 1, 2001, transferred sick leave shall not be added to time earned with the City of Willoughby for purposes of cash out.

ARTICLE XVI. COURT LEAVE

16.1 The Employer shall grant leave without loss of pay to an employee for the period of time he is required to appear before a court, judge, magistrate, or coroner as a defendant or witness in matters directly relating to his job as an employee of the Employer. Appearances on days when the employee is not scheduled to work shall be paid overtime.

16.2 An employee, while serving upon a jury in any court of record, shall suffer no loss in pay during the period of time so served, providing that the jury duty fees paid to the employee by the court shall be returned to the Employer.

ARTICLE XVII. FUNERAL LEAVE

17.1 An employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of one (1) tour of duty off for the death in his immediate family, up to and including the day of interment. For purposes of this Article, "immediate family" shall be defined as to only include the employee's spouse, children, step-children, parents, sisters, brothers, grandparents, mother-in-law, father-in-law, grandparents-in-law, aunts and uncles, grandchildren, or any other member of the employee's immediate household.

17.2 If an employee requires more time than contained in the above paragraph, he may utilize vacation time, sick time, or leave without pay, with the approval of the Chief.

17.3 Employees working a forty (40) hour week shall be entitled to a maximum of three (3) eight (8) hour work days off in lieu of one (1) tour of duty.

ARTICLE XVIII. HOLIVAC

18.1 All employees shall be entitled to time off with pay pursuant to the following schedule:

<u>Length of Employment</u>	<u>Holivac Tours</u>
Less than 1 year	1/2 tour/month worked prior to January 1 st
1 through 4 years	10.5 tours
5 through 9 years	13.5 tours
10 through 14 years	15.5 tours
15 through 19 years	18.5 tours
20 or more years	20.5 tours

18.2 Of the tours above referenced, six and one-half (6-1/2) tours shall be considered as compensation for holidays.

18.3 Selection of holivac shall be done in accordance with an agreement between the Chief and members of the Bargaining Unit.

18.4 In case of emergency, the Chief has the right to require employees to work on all or part of planned vacation leave. If an employee is required to work under circumstances set forth above, the employee shall have the vacation days rescheduled for a later time in the calendar year.

18.5 Upon separation, in good standing, from employment with the Employer and with two (2) calendar weeks notice, the employee shall be entitled to compensation at his current rate of pay for the prorated portion of any earned but unused holivac leave for the current year to his credit at the time of separation and shall be compensated for any holivac time accrued at the time of the separation. Death of an employee shall result in this amount being paid to the employee's estate.

18.6 Any employee, upon reaching eligibility for 13 holivac tours, shall have the option to request the City to purchase holivac tours in accordance with the following schedule:

13 - 15 tours	may purchase 2½ tours
18 - 20 tours	may purchase 5 tours

Requests to purchase holivac must be provided in writing to the Department Head no later than the first day of February of each year.

18.7 Beginning April 1, 2001, the years of service for vacation entitlements will be determined by the length of time since the last date of hire as a full-time employee of the City of Willoughby, unless adjusted as set out in Section 18.8 of this Article.

For purposes of determining the amount of vacation accrued in the prior year, an employee's vacation entitlement shall be reduced by one-twelfth (1/12) for each 215.8 hour off in a continuous thirty (30) calendar day period in the unpaid status.

18.8 Full-time employees previously employed on a regular full-time basis by the State of Ohio or a political subdivision thereof, may, at the time of hire, credit such previous service credit for the purpose of accruing vacation leave, up to a maximum of five (5) years. Previous service credit shall only be credited for the purpose of future vacation accrual.

Such prior service credit will be granted after one (1) full year of employment with the City of Willoughby as a full-time employee.

If continuous part-time employment with the City of Willoughby leads directly to full-time status, one year of credit shall be given for 2589.6 regular hours worked or pro-ration after one year of full-time employment.

ARTICLE XIX. INJURY LEAVE

19.1 In cases uncontested by the Employer, when an employee is injured in the line of duty, while actually working for the Employer, necessitating his absence from work for more than seven (7) calendar days or two (2) tours of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. The employee may be required to file for Workers' Compensation and sign a waiver assigning to the Employer those sums of money

he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article.

19.2 If at the end of this ninety (90) day period the employee is still disabled, and cannot perform the normal daily duties required of employment, but could perform other duties that require less physical activities, at the Employer's discretion, either the injury leave shall be extended another ninety (90) days or any part thereof or the employee may perform such duties as determined by the Chief.

19.3 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related or whether the Employer should extend the leave.

19.4 If, during the three (3) calendar years following the original date of injury, the disability reoccurs, and is so certified by a licensed physician which is not contested by the Employer, the injured employee shall be compensated, pursuant to Sections 19.1 and 19.2 hereinabove, for such period or periods of time that remain unused from previous disability pay periods associated with the same injury, for absences greater than seven (7) days or two (2) tours of duty.

ARTICLE XX. WORKWEEK

20.1 All employees, except those individuals assigned to a forty (40) hour workweek, shall work forty-nine point eight (49.8) hours per week (weekly average) on a three (3) platoon, twenty-four (24) hour shift, commencing at 0800 hours and continuing through to 0800 hours the following day.

The work schedule for all employees, except those individuals assigned to a forty (40) hour workweek, shall be a twenty-seven (27) day, one hundred ninety-two (192) hour schedule, consistent with the Fair Labor Standards Act.

20.2 This Article shall not be construed as a guarantee of hours of work per day or per week. Changes in hours of work due to emergency situations shall not require prior notification to the Union.

20.3 When an employee is assigned to a forty (40) hour workweek, either on a temporary or permanent basis, such employee's hourly rate and benefits shall be adjusted so that such employee's bi-weekly income shall not be reduced and his benefits for vacation and holiday time shall be modified appropriately. Employees working a forty (40) hour week shall work eight (8) hour days with the lunch period paid.

20.4 The following formula will be used for determining Holivac conversion:

$$\begin{array}{rcl} 8 \text{ hours} \times 1.245 & = & 9.96 \text{ hours} \\ 40 \text{ hours} \times 1.245 & = & 49.8 \text{ hours} \\ 2080 \text{ hours} \times 1.245 & = & 2589.6 \text{ Hours} \end{array}$$

ARTICLE XXI. OVERTIME

21.1 Employees called in or assigned to fill a shift shall be paid at one and one-half (1 ½) times their hourly rate or accrue compensatory time at the same rate for all hours worked in excess of their regularly scheduled hours of work.

21.2 All hours worked by employees outside of shift assignments due to required departmental meetings, required teaching, and required classes to maintain current certifications will be paid at one and one-half (1-1/2) times their hourly rate or in compensatory time at the same rate and must be submitted to the Chief on a prescribed form for approval at least one (1) week prior to date of such activity.

21.3 Any employee who is recalled to work for an emergency after completion of his work day or on a day when he is not scheduled to work shall be given a minimum of three (3) hours of work or three (3) hours' pay at his regular time and one-half rate (1-1/2), or in compensatory time at the same rate, providing that the time worked or paid for does not abut the employee's work day.

21.4 Employees shall be able to accrue compensatory time to a maximum of ninety-six (96) hours. All compensatory time earned in excess of this amount shall be paid as overtime and shall not be accruable.

21.5 Compensatory time may be utilized when no overtime is needed according to the manning levels of the Division of Fire and does not create pyramiding of time off and a request form is properly completed, submitted, and approved by the Chief or his designee.

21.6 Employees required to complete an annual physical examination will accrue compensatory time at one and one-half (1-1/2) times their hourly rate when these activities are not conducted during regular shift assignments.

21.7 Employees shall have the option of "cashing out" up to forty-eight (48) hours of compensatory time quarterly each year. In order to be eligible for "cash out", a written request must be received by the Finance Director, March 31st, June 30th, September 30th, or December 31st, with payment in accordance with Section 14.8 of this Agreement.

21.8 An employee will be entitled to time and one-half for hours worked Christmas Day, Thanksgiving Day and Independence Day.

Time will be earned by an employee whose tour begins at 0800 hours of the specific day and ends at 0800 hours the following day. Any employee working a shift exchange on the specified day will be eligible for compensation under this article.

There will be no additional pyramiding of time or rates for additional time worked on the designated holidays.

ARTICLE XXII. UNIFORM MAINTENANCE ALLOWANCE

22.1 Beginning and effective April 1, 2016, and annually thereafter, all employees shall receive a uniform maintenance allowance of One Thousand Fifty Dollars (\$1050.00) with payment in accordance with Section 14.8 of the Agreement.

22.2 Uniform maintenance allowances shall be provided on an advance basis. New employees shall within thirty (30) days of employment receive a pro-rata advance of the uniform maintenance allowance calculated by the number of days remaining to reach the next January 31st.

Employees terminating service for any reason shall reimburse the City on a pro-rata basis, calculated by the number of days remaining to reach the next January 31st. Reimbursement shall be made via payroll deduction from the employee's last check. The employee will be personally responsible for repayment in the case of insufficient funds in the last check.

22.3 The Employer will provide turn-out gear in accordance with Federal and/or NFPA Standards and the employee will care for such gear as specified by its manufacturer. Turn-out gear shall remain the property of the Employer

ARTICLE XXIII. TUITION REIMBURSEMENT

23.1 The Employer will pay for costs incurred for registration, fees, books, and tuition for courses approved by the Chief. Those courses include but are not limited to:

- A.** Paramedic Recertification;
- B.** Continuing Education classes (as required by the Ohio Department of Public Safety and/or the local medical director);
- C.** Advanced Cardiac Life Support (ACLS) classes; and
- D.** Emergency Medical Technician-Ambulance (EMT-A) Recertification classes.

Employees shall be granted leave from shift, manpower levels permitting, to attend these classes with prior approval of the Chief or his designee. Employees may be required to attend on shift accredited training in lieu of off duty accredited training for recertification and continuing education set out above.

23.2 Leave from shift shall count toward the prescribed hours. The Employer shall pay or grant leave as prescribed above for classes required by the local medical director after the prescribed hours have been obtained. Payment of hourly wages shall comply with the applicable provisions of Article XXI.

23.3 The Employer shall pay for costs incurred for registration, fees, books, and tuition upon successful completion of any Fire Technology classes with the prior approval of the Chief. The Employer will only be obligated to pay for Fire Technology classes with the prior approval of the Chief. The Employer will only be obligated to pay for a maximum of four (4) classes per year. All books remain the property of the Employer.

23.4 Any employee who is certified as an ACLS Paramedic shall be entitled to receive One Thousand Five Hundred Dollars (\$1,500) annually, to be paid the first payroll following the employee's anniversary date of certification, providing that:

- A. The employee's certification is current and valid during such period;
- B. The employee is actively assigned and working as a paramedic.

Such payment shall be prorated should an employee work less than one (1) year in such position. No employee shall be assigned to work as a paramedic who is not receiving a paramedic stipend pursuant to this Article. Employees not currently paramedic certified shall remain eligible for payment under this article upon achieving the necessary certifications.

Beginning 2002, payments made pursuant to this section shall be made in the first pay received in April annually with payment in accordance with Section 14.8 of this Agreement..

New employees hired on or after April 1, 2001 and employees employed on or after April 1, 1992 shall become eligible to receive payments in April 2002 based on the number of qualified merits of service between April 1, 2001 and March 2002 and annually thereafter.

Employees employed prior to April 1, 1992 and otherwise eligible for such payment shall receive such pro-rata portion based on one twelfth (1/12) for each month of service since receiving payment following the employees anniversary date of certification and annually thereafter in April of each year.

23.5 Those employees hired between April 1, 1990 and January 1, 1992, shall be required, unless determined to the contrary by the Employer, to obtain a Paramedic Certification and shall maintain such certification for a minimum of four (4) 3-year certification periods.

Those employees hired between January 1, 1992 and December 31, 1994, shall maintain Paramedic Certification for twelve (12) years commencing January 1, 1995.

Those employees hired January 1, 1995 or after are required to maintain Paramedic Certification as a condition of employment for career.

ARTICLE XXIV. SHIFT EXCHANGE

24.1 Employees have the option to exchange shifts or portions thereof as long as the change does not interfere with the operation of the Division of Fire. All requests shall be submitted to the Chief or his designee for approval.

ARTICLE XXV. INSURANCE

25.1 The City will make available to all full-time employees and elected officials a program for hospitalization and medical protection, dental/orthodontic insurance, paid prescriptions, vision, and hearing insurance coverages. Such program shall be solely determined by the City except that the level of coverage shall be maintained as a substantially equal as that in effect December 1, 2004 and amended in this agreement.

Premiums for the within coverages shall be paid by the city when the applications of such employees are accepted for coverage, subject to reimbursement set out in Sections 25.2 and 25.3.

25.2 Effective with the plan year beginning on December 1, 2010 or as soon as is practicable thereafter, Employees will be responsible to pay a twenty dollar (\$20.00) per visit co-pay to doctors within the network. Employees will be responsible to pay an urgent care co-pay of Fifty dollar (\$50.00)

Employees shall be responsible to pay a seventy-five dollar (\$75.00) fee for emergency room care.

Employees will be responsible for a network Deductible of \$200.00 for a single plan and \$400.00 for a family plan. Network Maximum medical out of pocket is at the following levels of benefit of \$1,000 for a single plan or \$2,000 for a family plan. The out of pocket maximum includes the deductible. Network coinsurance will be at a 90% rate.

Eighty percent (80%) of the reasonable and customary cost of services will be paid by the insurance carrier for services outside the network if such out of network service is permissible in the plan offered. The employee shall be responsible for the remaining charges.

A prescription plan shall be offered at a level of Ten Dollars (\$10.00) Tier one and twenty Dollars (\$20.00) tier 2 and thirty dollars (\$30.00) tier 3. Tiers will be determined by the City's health care or prescription service provider. A mail order plan may be made available with a two (2) co-pay ninety (90) day supply benefit.

25.3 Each contract year, employees will be required to reimburse the City, through payroll deduction, the amount applicable to the program in which they participate amounting to eleven percent (11%) for the first year, twelve percent (12%) for the second year, and thirteen percent (13%) for the third year of the total premium for single and family coverages.

25.4 The reimbursement above-referenced in Sections 25.2 and 25.3 will also apply to those employees who elect to participate in the federally-qualified Health Maintenance Organization (HMO), if offered by the City.

25.5 Payments shall be made through payroll deductions prior to the date due by the carrier. Failure to pay such additional premiums, if any, shall result in the loss of insurance benefits to the employee.

25.6 In the event an employee is eligible to be covered under the same policy of another employee of the City, each employee will be offered either a single plan or offered one family plan for both employees. Cost shall be governed based on selection of a single plan for each employee and to the employee named as the policy holder for a family plan.

25.7 A city-wide health cost containment committee shall be established. The committee shall consist of one (1) representative member and an alternate of each full time Bargaining Unit which shall be appointed by the Bargaining Unit; one (1) representative member and an alternate of Non-Bargaining Unit employees which shall be appointed by the Mayor, and three (3) representatives and alternates of the City Administration. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be for two (2) years and by accepting the appointment, each member or alternate agrees to serve for the two (2) year period.

The purpose of the Committee shall be to disseminate information, monitor costs and expenses, review plan particulars, and make decisions on elements of the insurance program. The Committee shall consider and make recommendations for modifications and/or changes to the City health insurance program or for inclusions in new contracts.

The Committee shall hold an organizational meeting within thirty (30) days of the

appointment of its members. At the organizational meeting, a chairman and secretary will be chosen. Subsequent meetings shall be conducted bimonthly or upon call of the Chairman or any member.

Each member of the Committee shall have one (1) vote and any action taken by the Committee shall be approved by a majority of the total members of the Committee.

Upon approval of any recommendation for changes or modifications to the health care plan, the Secretary shall transmit to the Clerk of Council a request that Council consider and take action on the recommendation.

In the performance of its duties, the Committee may, at its option, consult with knowledgeable health care professionals or other persons the Committee deems necessary.

25.8 The Employer will provide life insurance coverage in the amount equal to one year base pay of employee.

ARTICLE XXVI. GENDER AND PLURAL

26.1 By the use of either "his" or "her" or any derivatives thereof, it is understood that said use is not to be interpreted to be discriminatory by reason of sex, and that when "his" or "her" or any derivatives thereof are used in this Agreement, they are to be interpreted as meaning either his or her or both, as appropriate.

ARTICLE XXVII. HEADINGS

27.1 It is understood and agreed that the use of headings before the various articles or sections is for convenience and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXVIII. LEGISLATIVE APPROVAL

28.1 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing additional funds therefor shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXIX. CONFORMITY TO LAW

29.1 This Agreement shall be subject to any applicable present and future Federal and State and local laws, and the invalidity of any provisions of this Agreement by reason of any such applicable existing or future law shall not affect the validity of the surviving portions.

29.2 If 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.

29.3 In the event of an unlawful determination, the Employer and the Union shall meet within thirty (30) calendar days for the purpose of negotiating a lawful alternative provision for only such affected provisions.

ARTICLE XXX. OBLIGATION TO NEGOTIATE

30.1 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/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.

30.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

30.3 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE XXXI. DISCIPLINARY PROCEDURE

31.1 This procedure shall apply to all employees covered by this Agreement with the exception of probationary firefighters.

31.2 Discipline shall be imposed only for just cause.

31.3 Employees who are required to drive City vehicles, who have their license suspended, become uninsurable, or insurable under a high-risk category of the City's policy shall be subject to possible reassignment within the division of fire, reduction, or other disciplinary action depending on the nature of the circumstances. Such reassignment, reduction, or disciplinary action shall last no longer than the period during which the license is suspended, the employee is uninsurable, or insurable under a high-risk category.

31.4 Based on the merits and severity of an offense, discipline of an employee shall normally follow the principle of progressive discipline, taking into account prior events that have led to disciplinary action. Disciplinary steps may be skipped for serious infractions.

Disciplinary action may include any of the following actions based on the nature of the offense:

- A.** Cautionary warning
- B.** Written reprimand
- C.** Suspension (duration based on severity of case)
- D.** Reduction in rank or position
- E.** Discharge

31.5 Written reprimands may be grieved to the level of the first ranking officer outside the bargaining unit which will be the final resolve of the grievance. The grievance hearing must be requested within fifteen (15) working days of notification of the employee, and said hearing must be scheduled within fifteen (15) working days of request.

31.6 Disciplinary action of suspension or greater may be appealed through the grievance procedure, including Arbitration, as set out in this Agreement and shall be entered at Step 4.

31.7 An employee may place a letter of rebuttal in his personnel file for any cautionary warning, written reprimand, or suspension.

31.8 In such cases where the Employer proposes disciplinary action of suspension or greater, an employee shall be offered a pre-disciplinary hearing before a detached hearing officer assigned by the safety director.

In such cases, the employee shall receive advance notice of the charges, proposed action, date, place, and time of the pre-disciplinary hearing. The notice shall also advise that the

employee will be permitted to present evidence in his own behalf in the form of documentation and/or witnesses and the right to have representation of his choice. Failure to appear at the pre-disciplinary hearing will result in a waiver of the employee's right to a hearing.

31.9 Records of prior disciplinary actions shall cease to have effect in the progressive disciplinary steps as follows:

- A.** Any cautionary warning or written reprimand shall cease to have effect after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
- B.** Any suspension of one (1) tour of duty or less shall cease to have effect after three (3) years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.
- C.** Any suspension greater than one (1) tour of duty shall cease to have effect after five (5) years from the effective date of the suspension, providing there is no intervening disciplinary action during the five (5) year period.

31.10 The discipline imposed shall remain in effect until reversed/modified during the grievance and/or Arbitration Procedures as outlined in this Agreement.

ARTICLE XXXII. GRIEVANCE PROCEDURE

32.1 Any member of the Bargaining Unit shall have the right to present his grievance in accordance with the procedure herein provided, free from any interference, coercion, restraint, discrimination, or reprisal and except for Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lower step of this procedure.

32.2 For the purpose of this procedure, the below-listed terms are defined as follows:

- A. Grievance** - shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of only specific and expressly-written provisions of this Agreement.
- B. Aggrieved Party** - shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- C. Party in Interest** - shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

D. Days - As used in this procedure, a "day" shall mean calendar days, excluding Saturdays, Sundays, or Holidays celebrated by the Employer.

32.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Except at Step 1, all grievances shall include:

- (1) The name and position of the aggrieved party;
- (2) Identity of the provisions of this Agreement involved in the grievance;
- (3) The time and place where the alleged events or conditions constituting the grievance took place;
- (4) The identity of the party responsible for causing said grievance, if known to the aggrieved party; and
- (5) A general statement of the nature of the grievance and the redress sought by the aggrieved party.

B. Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

C. The filing of grievances may be conducted during working hours of the employee having a grievance, providing such filing does not interfere with the employee's work.

D. Nothing contained herein shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

E. The aggrieved party may have Union representation at any step of the Grievance Procedure.

F. The existence of this Grievance Procedure, hereby established, shall not

impair or limit the right of any employee to pursue any other remedies available under the law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies by this procedure.

- G.** The time limits provided herein will be strictly adhered and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement between the Union and the Employer.
- 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.

32.4 All grievances shall be administered in accordance with the following steps of this Grievance Procedure.

- A.** **STEP 1.** An employee who believes he may have a grievance shall notify the Shift Commander of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Shift Commander will schedule an informal meeting with the employee within five (5) days.
- B.** **STEP 2.** If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented to the Assistant Chief within five (5) days of the informal meeting. The Assistant Chief shall convene a meeting within five (5) days of receipt of the grievance. The Assistant Chief shall issue a written decision to the employee within five (5) days from the date of the meeting.
- C.** **STEP 3.** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Chief within five (5) days from the date of rendering of the decision at Step 2. A copy of the written decision shall be submitted with the appeal. The Chief shall convene a meeting within five (5) days of receipt of the appeal. The Chief shall issue a written decision to the employee within ten (10) days from the date of the meeting.
- D.** **STEP 4.** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of rendering of the decision at Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of receipt of the appeal. The Mayor or his designee shall issue a written

decision to the employee within ten (10) days from the date of the meeting. If the aggrieved party is not satisfied with the written decision at Step 4, he may proceed to Arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXIII. ARBITRATION PROCEDURE

33.1 In the event a grievance is not satisfactorily settled in Step 4 of the Grievance Procedure, the employee may make a written request that the grievance be submitted to Arbitration. A request for Arbitration must be submitted within ten (10) days following the date the grievance was answered in Step 4 of the Grievance Procedure. In the event the grievance is not referred to Arbitration within the time limits prescribed, the grievance shall be resolved based upon the reply at Step 4.

33.2 The Employer and the Union representatives shall agree to request a list of five (5) impartial Arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of submission of the request for Arbitration. The parties shall meet or arrange to select an Arbitrator within ten (10) days of receipt of the list.

33.3 For the first Arbitration between the Employer and the Union during the term of this Agreement, the Union shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. Each party reserves the right to strike one (1) list in its entirety. For subsequent Arbitrations, the first strike shall alternate between the parties.

33.4 The Arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement, or to make any award requiring the commission of any act prohibited by law, or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement or the Charter of the City.

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

33.6 The hearing or hearings will be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

33.7 The fees and expenses of the Arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any expenses incurred by the other party.

33.8 The Arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision and award of the Arbitrator shall be final and binding on all the parties.

33.9 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the Bargaining Unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

33.10 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to an inquiry by the Safety Director, or to appeal any form of disciplinary action (e.g., suspension, demotion, discharge, or other action) to any civil service commission.

33.11 For the purpose of this Arbitration Procedure, a "day" shall mean calendar days, excluding Saturdays, Sundays, or Holidays celebrated by the Employer.

ARTICLE XXXIV. TOTAL AGREEMENT

34.1 This Agreement represents the entire agreement between the Employer and the Union and, unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

ARTICLE XXXV. DURATION

35.1 This Agreement shall become effective at 12:01 a.m. on the 1st day of April, 2016, and shall continue in full force and effect along with any other amendments made and annexed hereto until midnight on the 31st day of March, 2019.

35.2 Written notice shall be given at least ninety (90) days but not more than one hundred and twenty (120) days prior to March 31, 2019; by either party requesting a change or termination of this Agreement. If written notice is given in a timely fashion, negotiations shall commence not later than thirty (30) days from receipt of such notice. If written notice is not given, then this Agreement shall continue in full force and effect from year to year until such notice is given at least ninety (90) but not more than one hundred and twenty (120) days prior to March 31st of any subsequent year.

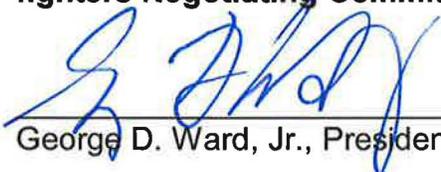
35.3 The parties agree that the March 31, 2019 expiration date shall not prohibit the Union and the Bargaining Unit from receiving any retroactive wage or economic increase to April 1, 2019, from a conciliator pursuant to Section 4117.14 (G)(11), Ohio Revised Code.

ARTICLE XXXVI. EXECUTION

36.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on this 30th day of March, 2016.

FOR THE UNION:

**LOCAL 2291, AFL-CIO
International Association of Fire-
fighters Negotiating Committee**


George D. Ward, Jr., President

FOR THE EMPLOYER:

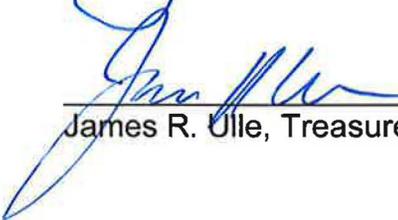
CITY OF WILLOUGHBY, OHIO


David E. Anderson, Mayor

UNION NEGOTIATORS:


Aaron T. Bolton, Vice President


Joseph M. Iliano, Secretary


James R. Ulle, Treasurer

EMPLOYER NEGOTIATORS:


Raymond J. Rogowski, Finance Director


Alan C. Zwegat, Fire Chief


Curtis M. Cook, Assistant Fire Chief

APPROVED AS TO FORM:


John W. Wiles, Director of Law

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