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K35779

AN AGREEMENT

between

THE CITY OF BRUNSWICK, OHIO

and

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS
LOCAL 3568**

FIRE-FIGHTER/PARAMEDIC

EFFECTIVE: January 1, 2017

EXPIRES: December 31, 2019

TABLE OF CONTENTS

ARTICLE	SUBJECT	PAGE
I	PREAMBLE.....	4
II	PURPOSE AND INTENT.....	4
III	MANAGEMENT RIGHTS.....	4
IV	RECOGNITION.....	5
V	NON-DISCRIMINATION.....	5
VI	DUES DEDUCTIONS.....	6
VII	AGENCY SHOP.....	7
VIII	NO-STRIKE.....	7
IX	PROBATIONARY PERIOD.....	8
X	WORK WEEK AND HOURLY REGULATIONS.....	8
XI	HOLIDAYS.....	11
XII	VACATIONS.....	11
XIII	SICK LEAVE.....	13
XIV	BEREAVEMENT LEAVE.....	13
XV	ARMED SERVICE RESERVE.....	14
XVI	INSURANCE.....	14
XVII	LONGEVITY.....	16
XVIII	WAGES.....	17
XXIX	POLICE & FIRE DISABILITY AND PENSION FUND.....	19
XX	LAYOFF AND RECALL	19
XXI	MISCELLANEOUS.....	20
XXII	LINE OF DUTY INJURY LEAVE.....	21
XXIII	WELLNESS PROGRAM	23
XXIV	TEXT MESSAGES.....	23
XXV	USE OF CITY VEHICLES	24
XXVI	CONFORMITY TO LAW	24
XXVII	TOTAL AGREEMENT.....	24
XXVIII	OBLIGATION TO NEGOTIATE	25
XXIX	GENDER AND PLURAL	25
XXX	HEADINGS.....	25
XXXI	LEGISLATIVE APPROVAL.....	26
XXXII	DURATION	26
XXXIII	GRIEVANCE PROCEDURE	26
XXXIV	DISCIPLINARY PROCEDURE.....	29
XXXV	ARBITRATION PROCEDURE.....	30

XXXVI	FAMILY MEDICAL LEAVE.....	32
XXXVII	LEAVE OF ABSENCE	33
XXXVIII	COURT APPEARANCE	34
XXXIX	POLYGRAPHS	34
XL	OFFICER IN CHARGE.....	34
XLI	UNIFORM ALLOWANCE	35
XLII	TIME EXCHANGE.....	35
XLIII	Recreation Center Membership	36
XLIV	Seven Members On Duty	36
<u>XLV</u>	<u>Purchase of Helmet at Retirement</u>	37
<u>XLVI</u>	EXECUTION	37
	Finance Director Certificate	38

ARTICLE I

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Brunswick, Ohio, hereinafter referred to as the “Employer” and the International Association of Fire Fighters, Local 3568, hereinafter referred to as the “Union” on behalf of the members of the collective bargaining unit hereinafter referred to as employee(s).

ARTICLE II

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations 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: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of Brunswick, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III

MANAGEMENT RIGHTS

3.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its

facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities; 15) evaluate employees.

3.02 All members of the Bargaining Unit will be subject to a physical examination at the discretion of the City. Such physical examinations will be made by a physician or physicians designated and paid by the City and shall not be done in any manner other than with the City's cause for concern of the health of the employee, his/her ability to perform his/her job, or the safety of other departmental employees.

3.03 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 workforce 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 IV **RECOGNITION**

4.01 The Employer hereby recognizes the IAFF #3568 as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment, as provided by the State Employment Relations Act, for all full-time employees employed and occupying the position of full-time Fire-fighter/Paramedic and Fire Lieutenants, excluding all part-time, seasonal, and temporary employees. Said recognition shall continue for a term as provided by law.

ARTICLE V **NON-DISCRIMINATION**

5.01 The Employer and the Union agree not to discriminate against any employee(s) or applicant(s) for employment covered by this Agreement on the basis of race, color, religion, creed, national origin, age, sex, or disability.

5.02 The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VI

DUES DEDUCTIONS

6.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the IAFF #3568 and regular dues from the wages of those employees who have voluntarily signed dues deductions authorization forms permitting said deductions.

6.02 Initiation fees are to be deducted in two (2) payments. The first pay of the first month of employment and the first pay of the second month of employment. The dues deductions shall be made from each pay period. The Union shall certify to the Employer the amounts due and owing from the employees involved. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next pay check, providing the employee's check is sufficient to cover the deduction.

6.03 The Employer agrees to supply the IAFF #3568 with a list of those employees for whom dues deductions have been made.

6.04 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the IAFF #3568 within thirty (30) days from the date of making said deductions.

6.05 The IAFF #3568 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 IAFF #3568 shall indemnify the Employer for any such liabilities or damages that may arise.

6.06 All current bargaining unit employees who are not members or who drop their membership shall pay a fair share fee to the Union, as authorized by Ohio statute.

6.07 All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a Fair Share Fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later as a condition of employment.

6.08 All bargaining unit employees who are not members in good standing of the Union, shall be required to pay a Fair Share Fee to the Union as a condition of continued employment.

6.09 The Fair Share Fee amount shall be certified to the Employer by the Union. The deduction of the Fair Share Fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction, as authorized by Ohio Statute beginning sixty (60) days from their date of hire.

ARTICLE VII

AGENCY SHOP

7.01 All members of the bargaining unit, as identified in Article IV of this Agreement, shall either (1) maintain their membership in the IAFF, (2) become members of the IAFF, or (3) pay a service fee to the IAFF in an amount equivalent to the annual dues for membership in the IAFF, as a condition of employment, all in accordance with Ohio Revised Code Section 4117.09.

7.02 In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in Article VI of this Agreement, entitled "Dues Deduction" effective sixty one (61) days from the employer's date of hire or from when such employees are no longer in good standing with the Union, whichever is later.

7.03 The Union warrants and guarantees the Employer that no provision of this Article violates the Constitution or Laws of the United States of America or Article VI or Ohio. Once funds are remitted to the Union, then disposition thereafter shall be the sole and exclusive responsibility.

ARTICLE VIII

NO-STRIKE

8.01 The Union hereby affirms and agrees 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.

8.02 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.

8.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union holding the Employer harmless from any and all costs arising from the violation of this article.

8.04 The Employer shall not lock out any employee for the duration of this Agreement.

ARTICLE IX PROBATIONARY PERIOD

9.01 All newly hired members of the bargaining unit will be required to serve a probationary period of one (1) year. During such probationary period, Employees may be terminated at the sole discretion of the Employer. Such termination shall not be grievable through any grievance or arbitration procedure contained herein or through any Civil Service Commission.

9.02 All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to his/her previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein to the State Personnel Board of Review or to any Civil Service Commission.

9.03 If any employee is discharged or quits while on probation and is later rehired, he/she shall be considered a new employee and shall be subject to the provisions of paragraph 9.01 above.

ARTICLE X WORK WEEK AND HOUR REGULATIONS

10.01 The regular work week period for all employees covered by this Agreement, except those assigned staff functions, shall be an average work week of forty-eight (48) hours consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty time. Personnel assigned staff functions and/or schooling or

training shall work forty (40) hours per week, Monday through Friday with Saturday and Sunday normally scheduled off.

10.02 The work period for all employees, except personnel assigned to staff Functions, shall be a recurring twenty-one (21) calendar day period of time which employees shall work one hundred forty-four (144) hours.

10.03 A “kelly day” is a tour given off without pay to employees working a forty-eight (48) hour work week for reduction of hours as stated in Section 10.02, above.

10.04 An employee called back to work before or after his/her shift will be paid a minimum of three (3) hours for each call back. It is recognized that this provision does not apply to an employee who works overtime immediately before or immediately after his/her regular shift.

10.05 Any shift employee who works more than 144 hours in any twenty-one (21) calendar day cycle shall be paid at the rate of time and one-half (1 ½) his hourly rate. Vacation time, **compensatory time** and holiday time taken off (as detailed in Article 11.01) will be considered as time worked for overtime purposes.

10.06 Employees may elect to take off compensatory time in lieu of premium pay for overtime worked at the sole discretion of the Fire Chief or his/her designee. Such compensatory time shall be earned at a rate commensurate to the applicable hourly overtime rate. An employee may select a combination of pay for overtime hours worked or compensatory hours for overtime worked. Such designation shall be made at the time pay sheets are turned into Finance.

- A. **For each employee, the City will pay out eligible comp hours earned as of the last work day of the first payroll period ending in November. Finance will provide employees with their available balance in November. Employees must have their comp carryover selection to Payroll, in writing, no later than fourteen (14) days after notification of balance by Finance. If written carryover selection is not received by Payroll by the previously mentioned deadline, any balance up to the maximum amount of seventy-two (72) hours will be automatically carried forward. Any hours over the carryover amount will be paid accordingly. Payment will occur as early as practically possible, but no later than December 20th. Accumulation of compensatory time will begin on the first day after the first payroll period ending in November and continue for 365 days. Hours paid shall be at the**

employee's current rate of pay as of the last work day of the last payroll period ending in November.

- B. When an employee has accrued the maximum compensatory time off, all overtime worked shall be paid at the applicable rate.
- C. Compensatory time must be taken in hourly increments.
- D. Vacation time, holiday time and compensatory time used will be considered as time worked when computing over time.

10.07 Procedure for filling vacancies in the work schedule:

- A. The Fire Chief, or his Designee, shall determine the number of personnel required to fill any shift.
- B. When the Chief, or his Designee, determines that a vacancy exists, a page will be sent out describing the need.
- C. The employee shall have fifteen (15) minutes to respond to the vacancy described.
- D. A seniority list shall be used to determine who will fill the vacancy. This seniority list shall be used to form a list used to fill the vacancies. The list used to fill vacancies shall be maintained by the Chief or his Designee of the Division of Fire. The list shall be made available to all employees to view upon their request.
- E. To be eligible, the employee must be at least a certified professional firefighter in the State of Ohio and a certified paramedic in the State of Ohio.
- F. The date shall be placed next to the employee's name, on the list used to fill vacancies, each time the employee fills a shift. If the employee calls in again for another open shift, and no one else calls in, that employee will be awarded the shift.
- G. If more than one employee calls in to fill a shift, the one with the least total dates of work entered next to their name on the vacancy list shall be awarded the shift by seniority.
- H. Seniority shall prevail.

ARTICLE XI

HOLIDAYS

11.01 Employees shall be credited with and will earn one hundred forty-four (144) hours of holiday time per calendar year. Employees who wish to take holiday time off must receive advance approval of the Fire Chief, or his designee. **For each employee, the City will pay out all remaining Holiday hour balances as of the last work day of the first payroll period ending in November at the employee’s regular hourly rate. Payment will occur as early as practically possible, but no later than December 20th. The next year’s Holiday hours will be available for use the day after the last work day of the first payroll period ending in November. There will be no carry over of any unused Holiday hours.**

11.02 Any employee who is hired during the calendar year or retires or is separated from service during the calendar year shall receive a prorated amount of holiday time of pay.

11.03 Any employee who actually works a shift on any of the following holidays will be paid time and one-half (1 ½) his regular straight time wage rate for all hours worked.

- | | |
|------------------------|---------------------------|
| New Year's Day | Friday after Thanksgiving |
| President’s Day | Christmas Eve |
| Martin Luther King Day | Good Friday |
| Independence Day | Memorial Day |
| Labor Day | Columbus Day |
| New Year’s Eve | |

11.04 Any employee who actually works on either Thanksgiving Day and/or Christmas Day will be paid two (2) times his/her regular straight time for all hours worked on these shifts.

11.05 An additional one-half (1/2) time for MANDATORY holiday shift fill will be included for Thanksgiving, Christmas Eve and Christmas.

ARTICLE XII

VACATIONS

12.01 Each full-time employee shall earn and be entitled to receive the following paid vacation in accordance with the following schedule:

<u>Upon completion of</u>	<u>VACATION</u>
One (1) year but less than five (5) years	4 tours off
Five (5) years but less than eleven (11) years	6 tours off
Eleven (11) years but less than fifteen (15) years	8 tours off
Fifteen (15) years but less than twenty five (25) years	10 tours off
Twenty five (25) years <u>but less than thirty (30)</u>	12 tours off
<u>Thirty years (30) or more</u>	<u>13 tours off</u>

12.02 Vacation time shall be granted upon the approval of the Fire Chief, or his/her designee, in accordance with Departmental policy.

12.03 In the event an employee with one or more years of service is absent for any reason, he/she shall be eligible for full vacation pay as long as, in the eligibility years his/her days absent do not exceed the sick days for which he/she is eligible, and is for any reason other than the occupational injury, vacation pay will be reduced by the equivalent days absent in the year after sick leave is terminated. This provision does not apply to vacation days earned in the previous year.

12.04 Each employee will be granted vacation based on the number of years of service. Each employee will be required to expend their vacation within the calendar year (January 1 through December 31). In case of emergency, the city reserves the right to extend the length of time in which any employee must utilize his vacation time. No pay will be issued in lieu of vacation.

12.04(a) The Year 2005 will be considered the conversion year from anniversary date to calendar year for current full-time employees. The Year 2005 will be the first time vacation is computed on a calendar year basis.

12.04(b) Any full-time employee who does not have a full year of service on December 31, 2004, their conversion period will not be until the first full year after the employee's one-year anniversary.

12.05 An employee shall be deemed to have earned his vacation pay as of his/her eligibility date, even though he/she does not take vacation or receive vacation pay at that time. Further, if the employee with one (1) or more years of service is terminated prior to his/her eligibility date, he/she shall receive vacation pay pro-rated in accordance with the number of months he had worked since his preceding eligibility date.

12.06 If any employee quits his/her job without two (2) weeks written notice, or is discharged for just cause (except medical reasons), he/she shall not receive his/her pro-rated vacation pay.

ARTICLE XIII

SICK LEAVE

13.01 Each employee will begin accumulating 4.6 hours per eighty (80) hours or 5.52 hours per ninety-six (96) hours after the first month of hire. Each employee will continue to accumulate sick leave.

13.02 In any case where an employee has accumulated five hundred and seventy-six (576) sick hours, provided in above, in a given calendar year, and does not wish to further accumulate the sick time, he/she is entitled to for that year, as an incentive to said employee not to use the sick time beyond five hundred and seventy-six (576) hours, said employee may be reimbursed at the end of said year for sick time not used in excess of five hundred and seventy-six (576) hours at a rate of one-half (1/2) day's pay for each sick day not used. One half (1/2) day's pay shall be the individual's base hourly wage times twelve (12) hours. **Payment of these hours shall be made by January 31st.** Retroactive payment will not be made at any time.

13.03 An employee who is unable, by reason of sickness, injury, or disability to perform his/her duties, must call the OIC or clerk each day he/she is off, one (1) hour prior to the start of his/her shift. If he/she fails to call one (1) hour prior to the start of his/her shift, he/she will be docked one (1) hour at his/her regular rate. After two (2) consecutive tours of non-hospital sick leave, or ninety-six (96) hours of non-doctor certified sick leave, a doctor certificate shall be presented by the employee in all instances. Sick leave should not be used for office visits or treatment which could be scheduled during non-working hours. A patterned use of sick leave or excessive use or abuse is sufficient grounds for disciplinary action.

13.04 An employee may accumulate more than one thousand one hundred and fifty-two (1,152) hours of sick leave, but one thousand one hundred and fifty-two (1,152) hours is the maximum allowable for cash payment of unused sick leave upon retirement, per Sec. 124.39 of the Ohio Civil Service Laws and Rules.

ARTICLE XIV

BEREAVEMENT LEAVE

14.01 When an employee is absent due to death in his/her immediate family, he/she shall be paid for one tour (shift) at his/her regular rate for the purpose of attending the funeral or for memorial purposes. A member of the immediate family

shall be considered an employee's spouse, parents, step parents, children, step children, grandparents, siblings, step siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law or a legal guardian or other person who stands in the place of a parent, or any household member designated as "other relative" in the sole discretion of the Chief. Denials of a designation of "other relative" by the Chief for purposes of bereavement pay shall not be grievable.

14.02 An employee may use sick time, up to one tour (shift) (24 hours) in conjunction with bereavement leave. Evidence must be submitted to the City to verify this issue.

ARTICLE XV ARMED SERVICE RESERVE DUTY

15.01 Any employee who is required to take off from duty to report for summer camp for training because he/she is a member of a branch of the Armed Services shall be compensated for the difference between his/her regular pay and his/her service pay up to a maximum period of two (2) weeks per calendar year. Training notice and pay voucher must be presented to the City issuing compensation.

ARTICLE XVI INSURANCE

16.01 Effective **January 1, 2017** through **December 31, 2019**, the employer shall continue to provide employee health insurance which shall be selected by the Employer. The Employer shall have the right to change insurance carriers or coverage so long as the employees retain similar coverage. Employees will be eligible for insurance coverage after ninety (90) days from date of hire.

16.02 In case an employee is absent from work due to layoff or leave of absence, the Employer will not be obligated to pay for insurance coverage beyond the end of the month in which such action begins.

16.03 In the case of an employee's absence from work due to illness or injury which is not the result of his/her work, the City will pay for his/her insurance for a period of ninety (90) days after sick time terminates. When such employee is returned to work, his insurance will commence the first of the month following his return to work.

16.04 Effective January 1, 2014, all employees under the City’s plan are required to contribute towards the employee’s total premium per month. The per month payment would be applicable regardless of another alternative plan selected by the employee or whether the employee selects single or family coverage. Employees are required to contribute towards the total premium of the plan per month as follows:

	<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>Plan 1</u>	15%	15%	<u>16%</u>
<u>Plan 2</u>	15%	15%	<u>16%</u>
<u>Plan 3</u>	<u>11%</u>	<u>11%</u>	<u>12%</u>

Effective January 1, 2018, sixteen percent (16%) for employees NOT in Wellness Program – for each Plan.

Effective January 1, 2019, seventeen percent (17%) for employees NOT in the Wellness Program – for each Plan.

Any new employee hired after January 1, 2015, shall pay **sixteen percent (16%)** towards the premium per month for any plan selected **beginning January 1, 2019.**

16.05 The Employees contribution towards the premium will be deducted per pay period from the Employee’s pay. In any event, should an employee not have enough funds available to contribute towards the premium by using bi-weekly pay checks, the Employee will be required to make the Employer whole in what has been paid for the year for the employee in insurance premiums.

16.06 In the event an Employee resigns or is terminated, that Employee will be required to make the Employer whole in the amounts owed by the Employee for premium contribution. This amount will be deducted from the Employee’s final paycheck from the City.

16.07 The City will provide more than one option_for major medical coverage for the employees when available in the following manner:

- A. In Network - Single Coverage: \$50 Deductible
\$50 Coinsurance
Family Coverage: \$100 Deductible
\$100 Coinsurance
- B. Out of Network - Single Coverage: \$100 Deductible
\$150 Coinsurance
Family Coverage: \$200 Deductible
\$300 Coinsurance
- C. Employees shall pay different amounts for generic prescription and for non-generic prescription. Employees shall pay two (2) prescription co-pays for three (3) month's mail order prescriptions.

16.08 An employee may decline the use of the City's hospitalization, surgical and major medical plans if satisfactory proof is submitted and accepted by the City that the employee is covered by an adequate hospitalization plan. An employee's spouse (if applicable) must also agree to this provision. The City will pay the employee **\$1,500.00** for requesting to be completely removed from the City's hospitalization plan, or pay the employee **\$600.00** for changing from a family plan to a single plan. Initial payments for dropping or reducing the above coverage will be based on the number of months the coverage is not used **and based on the date Administrative Services is notified of the opting out.** In the event spouses are employed by the City, there shall be only one (1) family plan. **Payment shall be made once annually by October 31st.**

16.09 Each employee will receive a booklet prepared by the hospitalization program setting forth in detail the extent and term of their coverage.

16.10 The City will provide \$1,000 life insurance for every \$1,000 in Employee's base pay. **The City will round the coverage to the next highest \$10,000 value. i.e., \$64,000 base hourly pay = \$70,000.**

16.11 The City has a flexible spending plan.

ARTICLE XVII **LONGEVITY**

17.01 In addition to such annual salary, employees shall receive yearly longevity pay in accordance with the following schedule, and subject to the following terms and conditions:

17.02 Employees shall be eligible for Longevity Pay on the amount shown on a calendar year basis. 2005 was the conversion year from anniversary date to calendar year. Only continuous years of service as an employee for the City shall be used in determining the eligibility for the Longevity Pay. Payment shall be one time annually **by October 31st** of each year.

<u>YEARS OF CONTINUOUS SERVICE COMPLETED</u>	<u>LONGEVITY PAY</u>		
	<u>2017</u>	<u>2018</u>	<u>2019</u>
4-5	\$ 300.00	\$ 300.00	\$ 300.00
6-7	500.00	500.00	500.00
8-9	700.00	700.00	700.00
10-11	900.00	900.00	900.00
12-13	1,100.00	1,100.00	1,100.00
14-15	1,300.00	1,300.00	1,300.00
16-17	1,500.00	1,500.00	1,500.00
18-19	1,700.00	1,700.00	1,700.00
20-21	1,900.00	1,900.00	1,900.00
22	2,100.00	2,100.00	2,100.00
23	2,300.00	2,300.00	2,300.00
24	2,500.00	2,500.00	2,500.00
25	2,700.00	2,700.00	2,700.00
26	2,800.00	2,800.00	2,800.00
27	2,900.00	2,900.00	2,900.00
28	3,000.00	3,000.00	3,000.00
29	3,100.00	3,100.00	3,100.00
30	3,200.00	3,200.00	3,200.00

ARTICLE XVIII

WAGES

18.01 Full-time Fire-fighter/Paramedic in the Division of Fire shall be paid at the following Hourly Rate of pay effective **January 1, 2017**:

The following hourly rates reflect a 3% increase for years 2017, 2018 and 2019.

Firefighter/Medic Pay Rates

<u>Year</u>	<u>Hours</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>
2017	2496	18.14	19.10	20.06	21.71	23.77	25.94
2018	2496	18.68	19.67	20.66	22.36	24.48	26.72
2019	2496	19.24	20.26	21.28	23.03	25.21	27.52

Fire Lieutenant Pay Rates

<u>Year</u>	<u>Hours</u>	<u>Start</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
2017	2496	28.05	28.37	28.97	29.82
2018	2496	28.89	29.22	29.84	30.71
2019	2496	29.76	30.10	30.74	31.63

If an increase in income tax to fund Police and Fire operations of 0.65% to replace 0.50% temporary levy passes, these increases in wages would be 3.0% for the year in which increase was passed and subsequent years up to 2019.

The 2.5% wage increase in 2014 was comprised of a base rate increase of 2.0% wage increase plus a .50% increase to address the parity issue. The 2.25% wage increase in 2015 was comprised of a base rate increase of 2.0% wage increase plus a .25% increase to address the parity issue.

18.02 Employees will be eligible for merit raises after completion of required time in grade and recommendation from their superior officer. No employee shall be permitted to take an advancement test unless he/she has two (2) years in their current rank (from date of appointment).

18.03 **The City and the Division of Fire recognize that meeting the Mission Statement takes commitment from its FireMedics and Lieutenants. Part of the Commitment comes from continuing proficiencies. The Division recognizes the following proficiencies as part of the Fire Medic and Lieutenant’s development process.** Employees shall receive an annual Professional Pay, paid **by October 31st** in the following amounts:

- Paramedic Certification**
- Firefighter II Certification**
- ACLS Certification**

	<u>2017</u>	<u>2018</u>	<u>2019</u>
Fire Medic	<u>\$2,350.00</u>	<u>\$2,450.00</u>	<u>\$2,550.00</u>
Lieutenant	<u>\$3,200.00</u>	<u>\$3,250.00</u>	<u>\$3,300.00</u>

Effective January 1, 2010, in exchange for the above, the members agreed to eliminate uniform maintenance pay.

ARTICLE XIX **POLICE & FIRE DISABILITY AND PENSION FUND**

- 19.01 The City will maintain the Police and Fire Fighter’s Disability and Pension System.
- 19.02 The City will pay the Employee’s retirement contribution up to a maximum amount of 12.25%
- 19.03 The City will provide deferred compensation retirement plans.

ARTICLE XX **LAY-OFF AND RECALL**

- 20.01 When the Employer determines a lay off is necessary due to lack of work, lack of funds, abolishment of positions, curtailment of functions, or for the reasons of economics, the Employer shall notify the affected employee, in writing, at least thirty (30) days in advance of the effective lay off.
- 20.02 When the Employer determines lay offs will occur, affected employees will be laid off according with their departmental seniority with the least senior being laid off first.
- 20.03 Before any full-time employee may be laid off, all part-time employees will be first laid off.
- 20.04 Employees who are laid off shall be placed on a recall list for a period of **four (4)** years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the classification to which they are recalled.

20.05 Notice of recall shall be sent to the employees by registered mail, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice, by registered mail, to the last mailing address of the employee.

20.06 The recalled employee shall have seven (7) calendar days, following the date of receipt of the recall notice, to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice.

20.07 In the event the recalled employee fails to notify the Employer of his/her intent to return to work or fails to report to duty after being notified as set forth in this provision, the employee's recall rights shall be exhausted and forfeited with no further rights of recall or right to return to work.

ARTICLE XXI

MISCELLANEOUS

21.01 In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such time is beyond the employee's shift. Such medical examination shall not be done in any manner other than with the Employer's cause for concern of the health of the employee, his/her ability to perform his/her job, or the safety of other departmental employees.

21.02 The Union will be allowed one (1) bulletin board for official Union notices, to be located in the locker room. Any materials placed on the bulletin board shall be signed by a representative of the Union and a copy provided to the Employer at the time of posting. There shall be no posting of inflammatory material, or material which may be defamatory in nature.

21.03 Classification Seniority shall be defined as the employee's length of continuous full-time service in said classification (job title). Such seniority shall be utilized in determining all matters that are exclusive to the classification.

21.03A Seniority shall be the determining factor in the selection of all leave time off such as vacation, holidays and FLSA time off, subject to the operational needs of the Department. Seniority will be used in scheduling of days off until Department policy dictates "first come first serve" basis in effect.

21.04 The City of Brunswick understands the Union's position to work towards parity with the Division of Police concept and is willing to make it a top priority of discussion for next contract negotiations based on the financial position of the City as detailed by the Director of Finance.

ARTICLE XXII **LINE OF DUTY INJURY LEAVE**

22.01 If a member of the Division of Fire's absence from work is because of an illness or injury that occurred during the actual discharge of their duty, and said illness or injury is compensable under the Ohio Worker's Compensation Law, injury leave benefits may be granted as provided by the City of Brunswick.

22.02 A line of duty injury leave benefit of up to ninety (90) calendar days with pay, with the approval of the Employer, may be granted as a result of an injury on duty. Such leave may be granted by the City Manager/Safety Director, or his/her designee, based upon the recommendation of the employee's Department/Division Head and upon submittal by the Employee of a statement from a licensed physician justifying that the Employee is unable to return to full work status due to the injury/illness. Such approval shall not be unreasonably withheld.

22.03 If, at the end of this ninety (90) day calendar period the Employee is still disabled, the leave may, at the Employer's sole discretion, be extended for an additional ninety (90) calendar day period or portion thereof.

22.04 Such leave shall not be charged against the Employee's sick leave balance unless it is determined that the illness or injury is a **non-work** related illness or injury and is **not** compensable under Ohio Worker's Compensation Law. Should payments be made by the Employer to an Employee for an injury that is subsequently found to be a non-compensable injury, such payments made by the Employer shall be deducted from the Employee's accumulated leave credits in this order (e.g., sick leave, vacation, holiday pay, etc.) or payroll deduction.

22.05 Absence from duty with pay resulting from injuries received in the actual discharge of an Employee's duties shall not exceed ninety (90) calendar days from the date the Employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Employer after the review of the investigation and written report.

22.06 An injured Employee shall immediately report any injury received on duty to supervision. Administrative Services shall be notified via verbal communication as soon as practical. The supervisor shall report the injury up the chain of command to the Fire Chief. All written report forms designated by the Division of Fire Rules and Regulations and City Policy pertaining to injuries received during the actual performance of duties shall be completed by the Employee's next shift, Kelly Day included. An *original* of the report shall be filed with Administrative Services. Failure to report an injury on duty within the prescribed time periods may render the Employee ineligible for injury duty leave benefits.

22.07 If the Employee is personally unable to report and/or fill out the written report of injury due to their incapacity, the supervisor may fill out the form for the Employee.

22.08 The Employee shall cause a certified physician to file a written report with the appropriate agencies. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of the disability, any restrictions the employee may have, and an estimated length of time necessary for recovery and return to duty date.

22.09 The injured Employee is responsible for filing status reports relating to the injury with the Fire Chief and Administrative Services every thirty (30) days (defined as Monday through Friday, 0830 to 1700) after the injury for the duration of lost time.

22.10 The Employee will not be entitled to the line of duty injury benefits of this provision if the Employee refuses to submit to a medical examination or the physician examining him/her reports that the Employee/s injury does not prevent him/her from duty.

22.11 The City of Brunswick may require an employee be examined by a certified physician chosen by the City Manager/Safety Director or his/her designee.

22.12 The City of Brunswick may, based on the recommendation of either or both physicians, require the Employee to report for duty to perform the job that is compatible with recommendations of either physicians. A refusal of duty as above described will terminate the Employee's eligibility for line of duty injury leave.

22.13 The City of Brunswick is committed to a strong return to work program. Therefore, every effort to develop transitional duty for all injured Employees will be

made within a physician's imposed work restrictions. When the Employee is assigned to transitional work status, he/she is no longer on line of duty injury leave benefits.

22.14 While on line of duty injury leave, an Employee will continue to accrue fringe benefits, including seniority assigned to his/her normal position. Any holiday or vacation time which would have been scheduled during a line of duty injury leave shall be rescheduled within a reasonable time period following the Employee's return to full duty.

ARTICLE XXIII **WELLNESS PROGRAM**

23.01 **The Union and the Administration desire to promote health and fitness for its employees.**

23.02 **A Wellness Program has been designed with certain criteria. It is the responsibility of each employee who wishes to participate in the program to comply with all criteria required in order to receive the wellness payment. A report will be received from a Third Party Administrator as to who has complied with the required criteria.**

<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>\$600</u>	<u>\$700</u>	<u>\$800</u>

All or part of the following criteria will be considered for 2017 and 2018: Health Risk Assessment, Tobacco Certification, Physical, Biometrics and Lunch and Learn. The Union and Health Care Committee will have input into the required criteria for 2019.

23.03 **Participation in the program will not be held in a punitive nature against any employee. There will no longer be a nicotine mandate or fitness test associated with Wellness.**

23.04 **Payment for meeting program criteria will be made one (1) time by October 31st.**

ARTICLE XXIV **TEXT MESSAGES**

24.01 The City shall pay an annual stipend of \$120.00 to FireMedics for receiving text messages on their personal cell phones as pages. In order to receive this stipend, a FireMedic must have a cell phone and it must be able to send/accept text messages. If a

Lieutenant uses a City cell phone, this stipend is not available to them. A Lieutenant must declare by January 1st if they will carry a City cell phone or a personal cell phone. The payment of One Hundred Twenty dollars (\$120.00) is payable **by October 31st** of each year for that year. Such payment shall be prorated upon separation.

ARTICLE XXV

USE OF CITY VEHICLES

25.01 All employees are subject to the Employer's Use of City Vehicles Policy, and all amendments or revisions.

ARTICLE XXVI

CONFORMITY TO LAW

26.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

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

ARTICLE XXII

TOTAL AGREEMENT

27.01 This Agreement represents the entire agreement between the Employer and the IAFF 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 at the sole discretion of the Employer. The Employer agrees that it will not exercise its rights under this Article in any arbitrary or capricious manner.

ARTICLE XXVIII

OBLIGATION TO NEGOTIATE

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

28.02 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 bargain/negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they bargained/negotiated and signed this Agreement.

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

ARTICLE XXIX

GENDER AND PLURAL

29.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXX

HEADINGS

30.01 It is understood and agreed that the use of headings before articles or sections is for convenience only 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 XXXI

LEGISLATIVE APPROVAL

31.01 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 the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXXII

DURATION

32.01 This Agreement shall become effective at 12:01 a.m. on **January 1, 2017**, and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, **December 31, 2019**.

32.02 All Union negotiations shall follow Ohio Revised Code 4117 for commencing negotiations.

32.03 All negotiation sessions shall be closed to the public and media and conducted during a time mutually agreed upon by the respective parties, and the parties agree to not “go public” with the issues of the negotiations without giving the other party prior notice of such intent.

32.04 In the event the parties are unable to reach agreement by December 31st, or a date mutually agreed upon, all of the terms in each Article of this Agreement shall be deemed exhausted, provided the parties may extend the Agreement and/or this section by mutual agreement.

ARTICLE XXXIII

GRIEVANCE PROCEDURE

33.01 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, 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/her 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 lowest step of this procedure.

33.02 For the purposes of this procedure, the below listed terms are defined as follows:

- a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the alleged misapplication or misinterpretation or alleged violation of only the specific and express written provision of this Agreement.
- b) Aggrieved party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

33.03 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) the 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 the 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) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 2 (**City Manager/Safety Director**).
- d) The preparation of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement and the employee shall follow the chain of command for purposes of notification only. Such notification shall not be

construed as request to go further. In the event that any grievance is adjusted without a 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.

- f) The grievant may choose whomever he/she wishes to represent him/her at any step of the grievance procedure. The Union shall have the right to be present at any step of this procedure, even though such presence is not requested by the Employee.
- g) This procedure shall be the sole and exclusive procedure available for disputes concerning any type of discipline or discharge actions.
- h) The time limits provided herein will be strictly adhered to 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.
- i) 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.

33.04 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1:

An employee who believes he/she may have a grievance shall notify the Chief of Fire in writing of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief and/or his designee will schedule an informal meeting with the employee and his representative, if the representative's presence is requested by the employee, within five (5) days of the date of the notice by the employee. The supervisor and the employee, along with the employee's representative, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

Step 2:

If the dispute is not resolved at Step 1, it may be presented as a grievance to the **City Manager/Safety Director** within five (5) days of the informal meeting or notification of the Chief's decision at Step 1, whichever is later, but not later than seven

(7) days from the date of the meeting if the Chief fails to give the aggrieved party an answer. **Copies of the written decisions shall be submitted with the appeal.** The **City Manager/Safety Director** or his designee shall **convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party, his representative, if any, and any other party necessary to provide the required information for the rendering of a proper decision. The City Manager/Safety Director or his designee, shall issue a written decision to the employee, with a copy to the employee's representative, if any, within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.**

33.05 A copy of all communications shall be sent to the Union.

ARTICLE XXXIV

DISCIPLINARY PROCEDURE

34.01 This procedure shall only apply to all non-probationary employees covered by this agreement.

34.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.

B. No recording device or stenographic or other record shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least five (5) working days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.

C. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

34.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the terms of this Agreement and the employee's employment shall be terminated.

34.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

34.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

34.06 Discipline shall not be implemented until either:

- A. the matter is settled, or
- B. the employee fails to file a grievance within the time frame provided by this procedure, or
- C. the penalty is upheld by the City Manager/Safety Director after a pre-disciplinary hearing, or
- D. the Employer, at its discretion, may impose discipline after an arbitration award in the event the Union submits such disciplinary grievance to arbitration.

34.07 Disciplinary actions that are more than five (5) years old, shall not be used in future disciplinary actions.

ARTICLE XXXV

ARBITRATION PROCEDURE

35.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by time limit default(s) of the Employer, then within ten (10) days after the rendering of the decision at Step 2, or a time limit default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will attempt to mutually select an arbitrator. In the event the parties can not reach an agreement on the selection of an arbitrator, the Union will file for an arbitration panel from the Federal Mediation and Conciliation Service (FMCS) which shall specifically request only names of arbitrators from the State of Ohio, Metropolitan Region. Within fifteen (15) days of receipt of the arbitration panel, the parties shall select an arbitrator through the alternative strike method with the Union striking first.

35.02 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.

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

35.04 The hearing(s) shall be conducted pursuant to the Rules and Regulations of the American Arbitration Association.

35.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne by the party losing the grievance. In the event the arbitrator renders a split decision by neither denying nor sustaining the grievance in full, the costs of the arbitration shall be split equally between the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

35.06 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 of the arbitrator shall be final and binding upon the parties.

35.07 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.

35.08 An arbitrator shall be agreed upon by both parties.

35.09 When an Employee is notified of his/her termination from the Division of Fire by the City Manager/Safety Director, the City shall pay the employee five (5) tours of duty (not to include a Kelly Day) with medical benefits and continuation of pension benefits.

35.10 If an Employee/Union takes the termination to arbitration and an arbitrator affirms the termination by the City, the Employee shall be responsible for reimbursing the City shall pay and benefits (health care premium and pension) that the City paid the Employee or on behalf of the Employee (5 tours of duty).

35.11 The City will hold in abeyance, until the arbitrator renders an opinion and award, any vacation, holiday pay or other paid benefits due the employee to offset monies owed the City due to affirmation of the termination by an arbitrator. If there are not enough monies available, the employee shall be responsible for paying the entire restitution to the City within thirty (30) days from the date of the affirmation.

35.12 In the event such payment is not made within the thirty (30) days, and the City files with a court of law for restitution, the Employee shall also be responsible for the payment of filing fees, attorney fees and interest (including pre and post judgment interest).

ARTICLE XXXVI **FAMILY MEDICAL LEAVE**

36.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 (FMLA), and as set forth herein below.

36.02 Any leave taken by an employee, whether paid or unpaid, for the following reasons, shall be applied against the employee's entitlement to twelve (12) work weeks of leave during the twelve (12) month period commencing with the first use of the leave. Any paid or unpaid leave shall be included in the computation of FMLA leave herein. If spouses work for the Employer, the twelve (12) weeks used for FMLA shall be in a combined fashion.

- A. The birth of a son or daughter, and to care for the newborn child;
- B. The placement with the employee of a son or daughter for adoption or foster care;
- C. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and,
- D. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

36.03 The annual twelve (12) month period shall commence and be measured forward from the date of the employee first uses the leave set forth above.

36.04 No employee shall lose seniority during the period of paid time off which is attributable to the Family and Medical Leave Act. Unpaid time off shall not accrue seniority.

36.05 Eligible employees will be required to certify their request for FMLA thirty (30) days in advance by use of the Department of Labor Form WH380 when possible.

36.06 Eligible employees will be required to recertify their request for FMLA leave every thirty (30) days.

36.07 Leave for the birth or adoption of a child or for the placement of a child in foster care may not be taken on intermittent or reduced schedule.

ARTICLE XXXVII

LEAVE OF ABSENCE

37.01 The nature of our operations is such that attendance on the job is critical. Employees who do not maintain good attendance records can be subject to disciplinary action. In unusual circumstances, however, employees are required to be away from their work for extended periods of time. If such a situation occurs, the City may make available the following Leave of Absence policies for employees who have been employed for more than six (6) continuous months:

1. **MILITARY LEAVE:** Employees drafted into the Armed Forces of the U.S. government, or otherwise conscripted by the Government, shall be granted a Leave of Absence for their duration with the Government. Upon termination of service with the Government, the employee shall be returned to work at his/her regular job with all his/her rights and privileges enjoyed including seniority accrued to the date of termination, provided he/she is able to do such work physically, and that he/she applied for re-instatement within ninety (90) days' time limit specified in the Universal Military Training and Service Act.

2. **LEAVE OF ABSENCE:** Upon any written application, any employee who has been actively and continuously employed by the City for two (2) years may be granted a Leave of Absence without pay, for a period not to exceed sixty (60) days. Except in emergency situations, the employee must make application for such leave, at least two (2) weeks prior to the date leave is to commence. The City, in its discretion, can extend a leave of Absence for a period not to exceed an additional sixty (60) days. Leave of Absence will be granted only where the requirements permit, except for actual emergencies. Employees securing leave of Absence under false pretenses shall be discharged immediately. Employees granted a Leave of Absence shall notify their superior two (2) days in advance if they desire to return to work before the expiration of Leave. A Leave of Absence not in excess of thirty (30) days shall be included as active and continuous employment for vacation purposes.

3. EMPLOYMENT WHILE ON LEAVE OF ABSENCE: Any employee who is on Leave of Absence and engages employment without the written consent of the City during the time he is on such Leave of Absence, shall lose his seniority and/or be subject to discharge.

ARTICLE XXXVIII

COURT APPEARANCE

38.01 Off duty **FireMedics** when appearing in Court as a witness for Fire related testimony shall be paid a minimum of four (4) hours pay on a scheduled day off. Payment shall be made at the appropriate rate under the provisions of this agreement.

ARTICLE XXXIX

POLYGRAPHS

39.01 If a member of the Division of Fire is required to take a polygraph test due to charges brought from an outside source, that individual making the charge will first be required to take a polygraph. If the individual making the charge is found to be lying, the City will attempt to prosecute.

39.02 If the charge is from an internal investigation, the Division of Fire employee may be required to submit to a polygraph.

39.03 If the polygraph indicates the Division of Fire employee is not truthful, a second polygraph and/or voice stress analyzer test will be given to the employee.

ARTICLE XL

OFFICER IN CHARGE

40.01 Whenever possible, a Lieutenant or other ranking officer shall be scheduled for shift supervision. If a Lieutenant or ranking officer is not available due to vacation, Kelly days, compensatory days, schools, etc., then a Firefighter OIC will be assigned from those who have completed the OIC training program approved by the Fire Chief or his designee.

40.02 When a firefighter is assigned as an OIC, he/she shall assume the duties of an OIC and receive an additional **\$3.00** per hour for the hours worked as an OIC.

40.03 When a lieutenant is designated as Acting Chief or Acting Assistant Chief, they shall receive an additional \$2.25 per hour. A maximum number of eight (8) hours will be paid, if needed, per day.

ARTICLE XLI **UNIFORM ALLOWANCE**

41.01 Employee shall be given a clothing allowance as follows:

<u>2017</u>	<u>2018</u>	<u>2019</u>
<u>\$850.00</u>	<u>\$900.00</u>	<u>\$950.00</u>

annually to be provided through City purchase order. To be issued on January 1st of each year and expire December 31st of each year. The City shall order (buy) a full complement of uniforms and order (buy) or supply a full set of “turn out” gear to each newly hired employee within thirty (30) days of hire, unless unavailable for delivery.

41.02 Uniform allotment to be issued within thirty (30) days of hire:

- | | |
|------------------------------------|--------------|
| 5 Shirts (short sleeve/golf shirt) | 1 Name Plate |
| 5 Pairs of trousers | 3 Badges |
| 1 Belt | 1 Hat Badge |
| 1 Tie | 5 Tee Shirts |
| 1 EMS Coat | |
| 1 Light weight jacket | |
| 1 Uniform hat | |

41.03 During the duration of this contract, all employees will be supplied a Class “A” Dress Coat and Pants. All uniforms and equipment shall be returned to the City upon termination of employment.

41.04 Members agree to purchase an OSHA approved, reflective jacket in 2014. Such jacket shall also be approved by the Fire Chief.

ARTICLE XLII **TIME EXCHANGE**

42.01 With prior approval of the Fire Chief or his designee, Employees may have the right to exchange time subject to the following provisions:

- A. Under no circumstances shall the City of Brunswick be required or obligated to insure repayment of time under provisions of this Article.

42.02 The total number of hours worked in a given work period shall not, for the purpose of computing overtime pay, include hours worked as a result of a trade of time.

42.03 Time exchange made under this Article shall not result in payment of overtime to any employee.

Article XLIII RECREATION CENTER MEMBERSHIP

43.01 A single membership to the Brunswick Community Recreation and Fitness Center will be offered to Fire/Medics and Fire Lieutenants. Employees deciding to accept the membership will be required to sign up for the benefit. This membership is not mandatory nor is it automatic. If a single membership is accepted, the value of this membership will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

43.02 If an employee chooses to enroll in a family membership, the single membership amount will be deducted from the total family amount. The employee would be required to pay the difference between the single and family membership. The single membership amount will be added to the employee's W2 as a taxable benefit pursuant to IRS code regulations.

ARTICLE XLIV SEVEN MEMBERS ON DUTY

44.01 When seven (7) members are on duty and report to the Station for duty, a member may ask the Lieutenant, or Officer in Charge for the day, if they may leave and go home for the day and use vacation, compensatory time or holiday hours to get paid for the time.

44.02 In order to be able to do this, seven (7) members must have reported to the station; that a member must ask to leave by 8:30 a.m.; that leaving may not cause overtime; time off will be on a seniority rotation basis; that a member is not entitled to "call out pay" for the one-half hour of time prior to 8:30 a.m., and that being able to leave or not leave is not grievable.

44.03 Any overtime worked and earned may be split between compensatory time earned or overtime paid at 1-1/2 times an employee's regular rate of pay, at the sole discretion of the Employer.

44.04 This Article does not create a precedent or procedure with regard to minimum staffing. The determination of minimum staffing is and remains exclusively a management right and this Article does not create any contractual obligation of the City to maintain a minimum staffing in the Division of Fire.

ARTICLE XLV **PURCHASE OF FIRE HELMET AT RETIREMENT**

45.01 **When a FireMedic is pensionable and chooses to retire in good standing, the retiree may purchase his/her fire helmet for the cost of one dollar (\$1.00). In the event the helmet is two (2) years or less from its issue, the Chief may, at his/her sole discretion, make an alternate helmet available for purchase.**

45.02 **The Fire Chief, at his/her sole discretion may refuse to allow the sale of a fire helmet to a retiree. This decision is final and may not be grieved.**

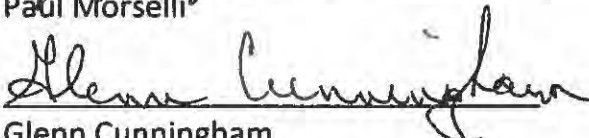
ARTICLE XLVI **EXECUTION**

46.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, **2017**.

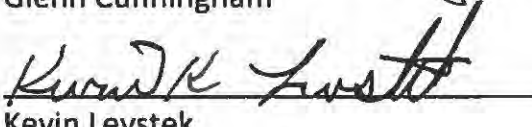
FOR THE IAFF:



Paul Morselli



Glenn Cunningham



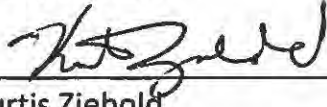
Kevin Levstek



Micah Potts



Wally Sobczyk



Kurtis Ziebold

FOR THE EMPLOYER:



Carl S. DeForest
City Manager/Safety Director



DIRECTOR OF FINANCE CERTIFICATE

I, Todd Fischer, hereby certify that sufficient funds are in the City Treasury, or in the process of collection, to the credit of proper fund, free of any outstanding encumbrances or obligations. This certificate is based on current information.



Todd Fischer
Director of Finance



CITY OF BRUNSWICK, OHIO
ORDINANCE NO. 64-17

BY: Committee-of-the-Whole

AN ORDINANCE ACCEPTING THE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3568 FOR A PERIOD OF THREE (3) YEARS EFFECTIVE JANUARY 1, 2017 THROUGH DECEMBER 31, 2019.

WHEREAS: The previous Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 expired on December 31, 2016; and

WHEREAS: The City of Brunswick and the International Association of Fire Fighters Local 3568 have bargained collectively and agreed to the terms and conditions of a Collective Bargaining Agreement effective January 1, 2017 through December 31, 2019.

WHEREAS: THE COUNCIL OF THE CITY OF BRUNSWICK HEREBY ORDAINS:

SECTION 1: That the Council of the City of Brunswick hereby accepts the Collective Bargaining Agreement with the International Association of Fire Fighters Local 3568 for a period of three (3) years effective January 1, 2017 through December 31, 2019, as attached hereto as Exhibit "A".

SECTION 2: That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

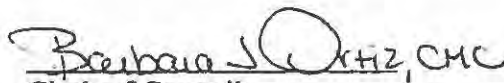
PASSED: 1st Reading July 10, 2017

2nd Reading July 11, 2017

3rd Reading July 24, 2017

ADOPTED: July 24, 2017 AYES 6 NAYS 0

ATTEST:


Clerk of Council
Barbara J. Ortiz, CMC