

STATE EMPLOYMENT RELATIONS BOARD
CASE NO. 96-MED-10-0954

MAY 9 10 09 AM '97

CITY OF WICKLIFFE, OHIO :
:
The Employer :
:
-and- : FACT-FINDER'S AWARD
:
CITY, COUNTY, AND WASTE PAPER :
DRIVERS UNION, LOCAL 244 :
:
The Union :

APPEARANCES

For the Employer:

John K. Alberty, Attorney
John W. Auberzinsky, Wickliffe Fire Chief
Thomas J. Kocab, Wickliffe Fire Chief Deputy
Walter Snider, Observer

For the Union:

Jarrell B. Williams Local Union President
Ray Mominey, Negotiations Committee
Matt Sands, Negotiations Committee

MARVIN J. FELDMAN
Fact-Finder
1104 The Superior Building
815 Superior Avenue, N.E.
Cleveland, Ohio 44114
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The parties met with the fact-finder on February 10, 1997, February 14, 1997 and May 1, 1997. As a result of those mediations sessions and evidentiary taking sessions it is the award of the fact-finder as follows:

COLLECTIVE BARGAINING AGREEMENT

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ARTICLE 1.

PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Wickliffe, Ohio, hereinafter referred to as the "Employer" and the City, County and Waste Paper Drivers, Local Union No. 244, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union."

ARTICLE 2.

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 operation of government, the Union and Employer now desire to enter into an agreement 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 and departmental efficiency and economy as the parties mutually recognize that the services provided are critical to the health, safety and welfare of the citizens of the City of Wickliffe, 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 3.

RECOGNITION

3.01 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 part-time firefighters employed in the Fire Department excluding all full-time, seasonal, temporary and probationary firefighters. All other employees of the Employer are excluded from the bargaining unit.

ARTICLE 4.

DUES DEDUCTIONS

4.01 The City will deduct Union dues (or a fair share fee) monthly from the paychecks of employees who have written dues deduction authorization on file with the Finance Department. Dues or fees shall be deducted for each employee. Written dues deduction authorizations shall be revocable by the employee. Deductions shall be made during the first pay period of each month and shall be transmitted to the Union no later than the tenth day following the end of the pay period in which the deduction is made. An alphabetical list of employees for whom deductions have been made, indicating the amount of the deduction, shall be transmitted to the Union with the deductions. Upon receipt of the deductions, the Union shall accept full responsibility for the funds. In event an employee's first month's pay is insufficient for deduction, the City will make a double deduction from the pay earned in the first pay period of the following month, or if this is insufficient, a subsequent period.

4.02 All present employees who are members of the Union on the effective date of this Agreement, or become members during the term of this Agreement, shall remain members of the Union provided that such employees may resign from the Union during the sixty (60) day period prior to the expiration of this Agreement. Notice of resignation must be in writing and presented to the Union Representative or the Employer during this period. The payment of and initiation fee and dues uniformly required of the membership shall be the only requisite condition of Union membership. If the Union, during the life of this Agreement obtains 75% of the eligible bargaining unit as members, then all bargaining unit employees who are non-union members will be required to pay a fair share fee to the extent consistent Chapter 4117.09(c) of the Ohio Revised Code.

4.03 The Union and its members shall indemnify and hold harmless the Employer and its various officers, employees, and officials, whether elected or appointed against any and all suits, claims, actions, or administrative proceedings arising out of or connected with the imposition, determination, or collection of membership dues, or fees and shall indemnify and hold harmless the Employer and its various officers, employees, and officials, from and against any and all liability imposed upon it or them or any of them as a result of any suit, claim, action, or administrative proceeding, including, but not limited to, expenses, attorney's fees and court costs. The Union and its members may, if agreement can be obtained with the same at the time when any such controversy arises, partially discharge this obligation to indemnify against, or reimburse for, expenses, by providing the same with legal counsel and a legal defense acceptable to the same.

ARTICLE 5.

MANAGEMENT RIGHTS

5.01 It is understood and agreed that the Employer possesses the sole right and authority to operate and direct the employees of the Employer in all aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as abridged in this Agreement or modified by provisions of 4117 of the Ohio Revised Code. These rights include the right to:

Determine its location, mission, and policies, set forth all standards of service offered to the public; maintain order; hire, assign, direct, transfer, classify, evaluate, promote, and lay off employees; relieve, discharge, suspend, demote, or otherwise discipline employees; terminate the employment of employees who fail to maintain state and/or departmental training and/or physical requirements; make, publish, and enforce rules and regulations; determine classifications within, and the size, duties, and qualifications of, the work force; determine work shifts; schedule and assign work, including overtime; reorganize, discontinue, reduce, or enlarge any department, or portion thereof; determine the methods and means of the work; determine the numbers of personnel required; establish the standards of work; introduce new or improved methods, equipment, or facilities; contract out for goods and services; and to take

any and all actions as may be deemed necessary to carry out the mission of the Employer in situations of civil emergency as may be declared by the Employer.

5.02 The Employer has the sole right and authority to determine the purpose and mission of the Employer and the amount of budget to be adopted thereto.

5.03 If in the sole discretion of the Employer, it is determined that extreme civil emergency conditions exist, including, but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, the provisions of this Agreement may be suspended by the Employer during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Employer shall advise the Union of the nature of the emergency. The Employer shall confirm said advice in writing as soon thereafter as practicable and shall forward said written notice to the Union.

5.04 Not more than ten (10) days after a declared emergency has ended, all suspended provisions of this Agreement shall regain full force and effect.

5.05 With regard to any grievance arising out of the suspension of any provisions of this Agreement by the Employer in the exercise of its rights under Section 5.03 of this Article, all time limits set forth in the grievance procedures of this Agreement shall be tolled until the

emergency is over and the suspended provisions shall have regained full force and effect or, at the option of the Union, until the Union shall have received the Employer's written confirmation of its advice regarding the nature of the emergency if it has not already received the same by the time the suspension of provisions is ended.

5.06 In scheduling, management will recognize seniority provided it does not unduly interfere with the questions of this department.

ARTICLE 6.

NO STRIKE-NO LOCKOUT

6.01 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.

6.02 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 interferences or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

6.03 Any employee who participates or promotes such strike activities

as previously outlined, may be disciplined and the only question before an arbitrator would be whether or not he/she did in fact participate in or promote such action. If the arbitrator finds that he/she did not in fact participate in or promote such action, the employee shall be restored all rights and benefits.

ARTICLE 7.

PROBATIONARY PERIOD

7.01 All newly hired employees will be required to serve a probationary period of eighteen (18) months from the date of hire, excluding any time on an unpaid leave of absence. During such period, the Employer shall have the right to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedures herein contained nor shall be appealable through any civil service commission. The Employer may shorten or waive this period.

7.02 If an employee is discharged or quits while on probation or is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 7.01, above.

ARTICLE 8.

NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against any employee(s), based upon union membership or non-membership, or on the basis of race, color, creed, religion, national origin, age, sex, or disability.

8.02 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 non-members.

8.03 The Union recognizes that the Employer must comply with the requirements of the Americans with Disabilities Act (ADA) even where a conflict may exist between the ADA and a specific provision of this Agreement. Therefore, the Employer agrees to take any action which is reasonable or deemed necessary to comply with its duty to provide reasonable accommodation under the ADA. Actions taken by the Employer for the purpose of complying with the ADA may be grievable as to whether such actions were arbitrary or capricious.

ARTICLE 9.

LABOR/MANAGEMENT COMMITTEE

9.01 There shall be a Labor/Management Committee consisting of not more than two (2) Union representatives and not more than two (2) Employer representatives. The Committee shall meet on the request of either party, but at least every six (6) months, unless waived, to discuss matters of mutual concern, excluding negotiable and grievable issues. The Committee shall have the authority to make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE 10.

UNION RIGHTS AND ACTIVITIES

10.01 There shall be no discrimination, interference, restraint or coercion by the Employer against any employee for any lawful activity on behalf of, or membership in, the Union.

10.02 The Union shall be allowed reasonable access to the Employer's classroom facility upon advance written approval of the Employer for the conducting of Union meetings provided such access does not unreasonably interfere with the operation of the Department and/or the classroom has not been previously scheduled.

ARTICLE 11.

INJURY LEAVE

11.01 When an employee is injured or exposed to a contagious disease in the line of duty, the employee shall be paid the exclusionary days under Workers' Compensation for those days the employee would have been previously scheduled to work.

11.02 When any subsequent payment to the employee by Workers' Compensation for those exclusionary days are paid, such payment shall be provided as reimbursement to the City.

ARTICLE 12.

HOLIDAY PAY

12.01 Employees shall be paid time and one-half for each hour worked on the following holidays:

New Year's Day	Thanksgiving Day
Easter	Day following Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

ARTICLE 13.

VACATIONS

13.01 Vacation leave shall be accrued at the following rates as provided in the below schedules:

11 years and over 4.6/80 hours work

13.02 Vacation pay shall be made payable on the first full pay in May of the next calendar year, or upon separation/resignation from the Employer

ARTICLE 14.

COURT LEAVE

14.01 In the event that an employee is subpoenaed and required to testify in any legal proceeding as an employee of the Department concerning the employee's performance of his official job duties and responsibilities, said employee shall be compensated at his regular rate of pay for time actually spent in participating in such proceedings. Any fee or compensation received by the employee shall be reimbursed to the City.

ARTICLE 15.

SENIORITY

15.01 Seniority shall be defined as an employee's uninterrupted length of continuous service with the City of Wickliffe Fire Department from the last date of hire as a part-time employee.

ARTICLE 15.

LAY OFF AND RECALL

16.01 In the event the Employer determines that there is a need to

reduce the number of individuals currently employed in the Fire Department and the need is such that it can only be accomplished by laying off employees, the Employer shall advise the Union no less than thirty (30) days in advance of any lay off.

16.02 Upon notification, the Union will have the opportunity to submit to the Employer any plan that has been approved by the majority of the employees in the bargaining unit, even if it is a suggested modification of this Agreement, that will eliminate the need for a lay off. The Employer agrees to discuss and consider the Union suggested plan.

16.03 The Employer will attempt to modify a plan, if the Employer determines that such plan eliminated or reduces the need for a lay off and if the Employer determines that the plan can be implemented within the constraints of this Agreement or that this Agreement can be modified to accommodate the plan. However, the Employer is under no obligation to adopt or modify the suggested plan.

16.04 In the case of a personnel reduction, the employee with the least amount of departmental seniority, regardless of classification or position, shall be laid off first.

16.05 Employees shall be recalled in the order of their seniority regardless of their classification or position.

16.06 No new employee shall be hired until all laid off employees have been given ample opportunities to return to work. All laid off employees shall have the right to recall for a period of eighteen (18)

months.

16.07 If any laid off employees are called in for work for any amount of time, all benefits will be paid for the month(s) in which such employee works.

ARTICLE 17.

CLOTHING ALLOWANCE

17.01 Each and every Part-Paid Fire Fighter shall receive a clothing allowance of five hundred (\$500.00) dollars for each year of this Agreement, on the current voucher system. Such said monies will be made available on the first working day of the calendar year.

17.02 Monies to be used to purchase items of clothing listed in the clothing uniform requirements of S.O.P. 404.00.

17.03 The Employer shall supply all initially issued turn out gear and replace such gear, due to normal wear and tear, at no cost to the employee. All gear that is issued shall meet or exceed NFPA standards.

17.04 Uniform allowance pursuant to paragraph 1 and 2 shall be on a voucher system, i.e. the Employer and Union shall establish a list of stores for employees to purchase uniforms through purchase orders. Vouchers under paragraph 1 shall be issued once a year and all vouchers shall be valid for a period of twelve (12) months from the date of issuance.

17.05 All uniforms and accessories shall be approved by the Employer

and all turn out gear shall be turned into the Employer upon the employee termination of employment from the Employer.

ARTICLE 18.

PHYSICALS

18.01 As a condition of employment, each employee who attains the age of forty (40) and every three (3) years thereafter shall be required to undergo a physical by a physician designated and paid for by the Employer. Failure to successfully pass the physical shall result in termination from employment.

ARTICLE 19.

RESIDENCY

19.01 All bargaining unit employees including new hires must maintain primary residence within fifteen (15) "statute miles" of any Wickliffe city limit as a minimum condition of continued employment. Any employee who does not maintain such residence may be immediately terminated without recourse to the grievance procedure.

ARTICLE 20.

LONGEVITY

20.01 In addition to the compensation provided for herein, each Part-Paid Fire Fighters shall be paid an additional two percent (2%) for every four year period of service as a Part-Paid Fire Fighter for the City of Wickliffe, however, such longevity shall not exceed ten percent (10%) over a twenty (20) year period. Longevity shall be paid twice a year being the first pay in June and the first pay in December in a separate check.

ARTICLE 21.

GENDER AND PLURAL

21.01 Whenever the context so requires, the use of the 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 genders 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 22.

HEADINGS

22.01 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 23.

LEGISLATIVE APPROVAL

23.01 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 24.

CREDIT UNION

24.01 The Employer shall provide employees with payroll deduction for

participating in the Teamsters Credit Union or the Wickliffe City Schools System Credit Union.

ARTICLE 25.

OBLIGATION TO NEGOTIATE

25.01 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 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.

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

ARTICLE 26.

CONFORMITY TO LAW

26.01 This Agreement is subject to applicable federal and state law, or judicial decisions interpreting them. In the event any provision of this Agreement is found to be contrary to, or in conflict with the

above, by a court of competent jurisdiction, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall immediately enter discussions to negotiate a successor clause.

ARTICLE 27.

DRUG & ALCOHOL TESTING

27.01 General:

Drug and alcohol screening/testing shall be conducted at the time of pre-employment, annual physical, and upon reasonable suspicion. Under no circumstances may the results of drug or alcohol screening or testing be released to a third party except as may be required by applicable law. The following procedure shall not preclude the Employer from administrative action based upon the test results.

27.02 Procedure:

All drug screening tests shall be based upon a urine sample and conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening. All alcohol screening tests shall generally be conducted using an evidential breath testing device.

27.03 Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined in Ohio Revised Code Sections 3719.02 and 4729.02. Alcohol tests will be given to determine if an employee is impaired (.02 or greater) while on the job. If the drug screening is positive, the employee shall be ordered to undergo a

confirmatory test using the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense.

27.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, or alcohol impairment, the Employer shall conduct an internal investigation to determine the facts surrounding the positive test. Upon the conclusion of such investigation, the Employer shall have the right to take disciplinary action up to and including discharge. If not terminated, the Employer may also require the employee to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, and personal days for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon written confirmation successful completion of such program and a negative retest, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return to his position.

27.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within two (2) years after his return to work upon completion of the program of rehabilitation, such

employee shall be terminated. Except as otherwise provided herein, costs of the initial drug screening and alcohol tests and confirmatory tests shall be borne by the City. The costs of all other required tests shall be borne by the employee. For the purpose of this Article, "periodic" shall mean not more than six (6) times per year, except that drug and alcohol tests may be performed at any time upon "reasonable suspicion" of drug or alcohol use.

27.06 No drug or alcohol testing shall be conducted without the authorization of the Department Head or designee. If the Department Head or designee orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action up to and including discharge.

27.07 The employee shall be given a copy of the laboratory report before any discipline is imposed.

27.08 Prohibition Against Controlled Substances:

The unlawful manufacture, distribution, sale, possession, or use of a controlled substance is strictly prohibited at the workplace. An employee who violates this section is subject to discipline up to and including immediate termination from employment and/or referred to an appropriate law enforcement authority.

ARTICLE 28.

GRIEVANCE PROCEDURE

28.01 Every employee shall have the right to present his grievance in

accordance with the procedures provided herein, free from any interferences, coercion, restraint, discrimination or reprisal and shall be represented by the Union 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.

28.02 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 misapplication or misinterpretation of only the specific and express written provisions of this Agreement.

b) Aggrieved party - The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing a grievance.

c) Party of Interest - A "party of interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.

d) Day - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or Holidays as provided for in this Agreement.

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

a) All grievances shall include the name and position of the aggrieved party; the identity of the provision(s) of this Agreement involved in the grievances; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) 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) 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. In the event that any grievance is adjusted without formal intervention 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.

d) The grievant shall have the right to call reasonable and necessary witnesses to testify on his behalf, even though those individuals are on duty.

e) 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.

f) 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.

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

Step 1: An employee who believes he may have a grievance shall reduce it to writing and present it to the Chief or his designee within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief or his designee shall convene a hearing within ten (10) days of the receipt of the grievance. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Chief or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 2: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be held with the Mayor within five (5) days from the date of the rendering of the decision submitted in Step 1. Copies of the written

decision shall be submitted with the appeal. The Mayor or designee of the Mayor shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of the proper decision. The Mayor or designee of the Mayor shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing. 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.

ARTICLE 29.

ARBITRATION PROCEDURE

29.01 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 timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 2 or a timely default by the Employer at Step 2, the aggrieved party may submit the grievance to arbitration by serving notice on the Employer and submitting to the Federal Mediation and Conciliation Service, with a copy to the Employer, for a list of nine (9) arbitrators. Upon receipt of said list, the parties will alternately strike until only one name remains who shall be the arbitrator.

29.02 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, violates any of the terms and conditions of this Agreement, or has a monetary award outside the duration of this Agreement.

29.03 The hearing(s) shall be conducted pursuant to the rules of the Federal Mediation and Conciliation Service (FMCS).

29.04 The question of arbitrability of a grievance may be raised by either party on or before the day of the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first questions to be placed before and decided by the arbitrator will be whether or not the alleged grievance is within the purview of arbitrability. If the arbitrator determines the alleged grievance to be arbitrable, the grievance will then be heard on the merits.

29.05 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. In the event the award is a modification, the cost shall be shared equally by 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.

29.06 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.

ARTICLE 30.

CONTRACT COPIES

30.01 Employer accepts the Union's proposal as follows:

"The Employer shall provide all employees of the bargaining unit with copies of this agreement and 2 copies to the Union."

ARTICLE 31.

BULLETIN BOARDS

31.01 The Employer shall provide the Union with adequate bulletin board space, which shall be located within the Fire Station. The Union shall be responsible for the care and the maintenance of said bulletin board space. The Employer shall have the right to direct a union officer to remove any material not in conformance with the Union.

31.02 No notices, memorandums, posters or other forms of communication will be posted on the bulletin boards that contain defamatory, political (except union election notices), controversial material, or any other material critical of the Employer or any employee of the Employer. The Employer agrees not to post any notices, memorandums, posters or other forms of communication on this bulletin board space.

ARTICLE 32.

DEFERRED COMPENSATION

32.01 The Employer shall provide employees with payroll deductions for those employees who elect to participate in Ohio Public Employees Deferred Compensation Program.

ARTICLE 33.

LIFE INSURANCE

33.01 Each and every Part-Paid Fire Fighter of the City of Wickliffe shall be entitled to be covered by the group life insurance policy covering the full-time employees of the City of Wickliffe in the amount of Twenty five thousand (\$25,000.00) dollars. The cost of the premium for such group term life insurance policy for each of the Part-Paid Fire-Fighters shall be paid for by the City of Wickliffe.

ARTICLE 34.

SAFETY AND HEALTH

34.01 In the event that safety and health issues arise between the parties, the parties agree to meet and discuss such issues as soon as possible.

ARTICLE 35.

CALL IN PAY

35.01 A minimum of two (2) hours pay shall be allowed for all pager recalls/telephone recalls.

ARTICLE 36.

PAY DAYS

36.01 All Part-Paid Fire Fighters shall be paid bi-weekly.

ARTICLE 37.

EDUCATIONAL DAY

37.01 Whenever an employee is directed by the Employer to take an employee mandated training course such as for EMT or firefighting, the

employee will be compensated for all necessary required fees and costs of materials together with his/her regular hourly rate of compensation for the hours required for the course.

37.02 In order to be eligible for compensation, th employee must attend a course approved by the employer.

ARTICLE 38.

PENSION

38.02 The City will comply with the minimum requirements of state and/or federal law as they relate to employee pension.

ARTICLE 39.

PERSONAL PROTECTIVE CLOTHING

39.01 Personal protective clothing shall be stored in turn-out lockers located in the fire station.

ARTICLE 40.

HAZARDOUS MATERIAL TECHNICIAN

40.01 Part-time firefighters who are trained and certified as hazardous material technicians as of the effective date of this Agreement shall be paid \$400 per year on or about the anniversary date of each contract year of this Agreement provided such firefighter has worked a minimum of 1000 hours for the contract year and such firefighter attends and successfully completes the department's internal 24 hour hazardous material training.

ARTICLE 41.

SALARY SCHEDULE

41.01 Effective May 1, 1997, bargaining unit employees shall be paid as follows:

Firefighter (Non-probationary) \$10.00/HR.

Firefighter (Paramedic) \$11.00/HR.

41.02 Effective May 1, 1998, bargaining unit employees shall be paid as follows:

Firefighter (Non-probationary) \$10.30/HR.

Firefighter (Paramedic) \$11.30 HR.

41.03 Effective May 1, 1999, bargaining unit employees shall be paid as follows:

Firefighters (Non-Probationary) \$10.61/HR.

Firefighters (Paramedic) \$11.61/HR.

ARTICLE 42.

DURATION

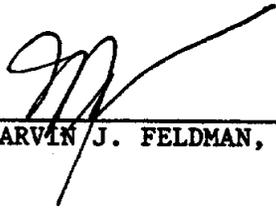
42.01 This Agreement shall become effective at 12:01 AM on May 1, 1997, and shall continue in full force and effect, along with any amendments made and annexed hereto, until 12:00 pm, April 30, 2000.

42.02 Written notice shall be given at least one hundred and twenty (120) days but not more than one hundred and fifty (150) days prior to April 30, 2000, 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 the receipt of such notice. If written notice is not given, this Agreement shall continue in full force and effect from year to year until such notice is given at least one hundred and twenty (120) days, but not more than one hundred and fifty (150) days prior to December 31st of any subsequent year.

I. AWARD

The above indicated language is found to be fair, just and reasonable and is the award of the fact-finder.



MARVIN J. FELDMAN, Fact-Finder

This award is dated
this _____ day
of May, 1997.