



AN AGREEMENT

12-MED-01-0083
1280-05
K29643
03/27/2013

Between

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS

And

CITY OF PAINESVILLE

EFFECTIVE: April 1, 2012
EXPIRES: March 31, 2015

ARTICLE I AGREEMENT

1.01 This Agreement is made and entered into by and between the City of Painesville, hereinafter referred to as the “Employer,” and the International Association of Fire Fighters, hereinafter referred to as the “Union.”

1.02 The parties hereto agree to the following terms for a new three-year Collective Bargaining Agreement as follows:

a. The term of this Agreement shall be from April 1, 2012 to March 31, 2015.

b. With respect to wages, the parties agree that the current wage rates shall remain in effect without increase for the first and second years of the contract, i.e., April 1, 2012 and April 1, 2013. On or about April 1, 2014, the parties agree that there will be a wage re-opener only so that the parties can discuss wage increases and/or decreases.

c. With respect to Article III, Management Rights, Section 3.03, the words: “provided they are qualified” shall be added to the end of the last sentence, which will read: “In addition, the Employer’s managerial staff or supervisory personnel with the Division shall be permitted to perform in relief for any and all duties of any Union employee during emergencies, or for training purposes provided they are qualified.”

d. Parties agree that with respect to Article XII, General Provisions, Sections 12.01 through 12.05 shall be deleted and former Section 12.06 will be re-numbered as Section 12.01 and amended as follows:

12.01 Employees covered by this Agreement who use their own motor vehicle on Employer business shall be paid for the use of such vehicle at the IRS standard mileage rate. Such use shall not be allowed unless expressly authorized by the City Manager.

The balance of Article XII, i.e., Sections 12.07 to the end of the Article shall be re-numbered and without amendment.

e. A new Article XII A, Work Rules, shall be inserted into the contract as follows:

ARTICLE XII-A WORK RULES

12-A.01 When existing Departmental Rules and Regulations are changed or new rules are established, they shall be provided to all employees. The Employer further agrees to make all existing Rules and Regulations which are the property of the Employer available to all employees. New employees shall be given access to Departmental Rules and Regulations at the time of appointment. The City agrees to maintain a hard copy in the office of the Fire Chief.

12-A.02 The Employer will uniformly apply Departmental Rules and Regulations to all employees under similar circumstances. Departmental Rules and Regulations shall not be applied in an unreasonable, arbitrary, or discriminatory manner.

12-A.03 The IAFF recognizes that the employer, under this Agreement, has the right to promulgate and implement reasonable work rules, regulations, and policies that regulate the conduct of employees and the conduct of the Employer's services and programs.

Prior to implementation or modification of any new or existing rule, regulation, and or policy which affects the members of the bargaining unit, at least fourteen (14) days prior, if possible, the employer will notify the IAFF and meet with the IAFF if requested, to discuss the matter prior to the date of implementation.

The Employer recognizes and agrees that no work rules, regulations or policies shall be maintained or established that are in violation of the terms or conditions of this agreement or unilaterally change a mandatory subject of bargaining. Should the Union believe that a work rule, regulation or policy is unreasonable the Union reserves the right to grieve the reasonableness of such rule, regulation or policy through the grievance procedure.

12-A.04 Departmental Rules and Regulations shall not apply to off-duty conduct of employees covered by this Agreement, except when such conduct affects the integrity and effective and efficient operation of services provided by the Painesville Fire Department and the Employer.

12-A.05 The Fire Department shall have Departmental Rules and Regulations which shall address in part, departmental safety practices, command procedures, and maintenance of fire apparatus and buildings. Procedures, rules, and regulations on housecleaning will specify general housecleaning and other duties that may be required to keep the Fire Department facilities clean, safe, and sanitary.

f. In all other respects, the previous contract under date of April 1, 2009 to March 31, 2012 with exhibits and attachments, shall remain in full force and effect, except as modified by this Agreement and/or where necessary to effectuate the terms of this Agreement. The referred to previous Agreement is attached hereto as Exhibit A and incorporated by reference herein.

ARTICLE II MUTUALITY

2.01 The Employer agrees that should it voluntarily, during the course of this negotiations, grant any wage or other monetary compensation to another collective bargaining unit, it will provide the same wage/compensation to the members of this unit. Voluntary does not include compensation forced by courts, arbitration or operation of law.

ARTICLE III TOTAL AGREEMENT

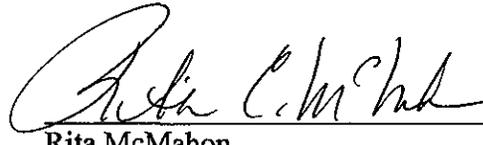
3.01 This Contract represents the entire agreement between the Employer and the Union. This Contract shall not be altered, changed or modified without the express written approval of the Union and the Employer. The articles, sections and language of this contract shall supersede any policies and/or procedures implemented by the Employer or the Union throughout the duration of the Collective Bargaining Agreement. Any changes, alterations or modifications to the terms/conditions of this Agreement shall be submitted and subject to validation by the Union and the Employer.

INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS

FOR THE CITY:



Michael Taylor Date
Staff Representative

 6-25-12

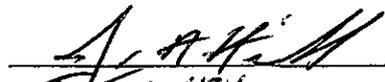
Rita McMahon Date
City Manager



PRESIDENT LOCAL 434
Committee Member



TREASURER LOCAL 434
Committee Member



LOCAL 434
Committee Member



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Akron
Boca Raton
Canton
Cleveland

April 27, 2012

Mr. Mike Taylor
IAFF
615 Buena Vista Boulevard
Steubenville, Ohio 43952

Mr. Earl Mahoney
City of Painesville Fire Department
7 Richmond Street
P. O. Box 601
Painesville, OH 44077

Re: City of Painesville & IAFF – Side Letter

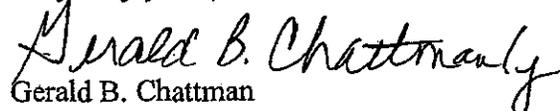
Dear Mike and Earl:

Please accept this letter as an official side letter which is incorporated by reference into the Collective Bargaining Agreement dated April 1, 2012 to March 31, 2015.

At the negotiations, the parties agreed that within a reasonable time after ratification, they will meet as part of the Labor Management Committee process to discuss a sick bank program for the bargaining unit and to discuss the City's Drug and Alcohol Policy.

In addition, Article II of the contract titled "Mutuality" applies to any increase in pay to an employee of the Fire Department.

Very truly yours,


Gerald B. Chattman
GBC/jmp

The Union concurs with the contents of this side letter.

By: 
Michael Taylor, IAFF

Date: 6/12/12

Collective Bargaining Agreement

between

THE CITY OF PAINESVILLE

and the

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 434, AFL-CIO**

Effective: April 1, 2009
Expires: March 31, 2012

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ARTICLE I PREAMBLE

1.01 This Agreement is entered into by and between the City of Painesville, hereinafter referred to as the “Employer” and Local 434, International Association of Fire Fighters, hereinafter referred to as the “Union”. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours, and other conditions of employment.

ARTICLE II RECOGNITION

2.01 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, as provided by the State Employment Relations Act, for all full-time employees employed in the Fire Department occupying the positions of Fire Fighter, Lieutenant and Captain, excluding all part-time, seasonal, and temporary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law. Members of the bargaining unit shall, hereinafter, be referred to as "Employees".

2.02 The above stated positions shall be in the classified service of the Civil Service.

ARTICLE III MANAGEMENT RIGHTS

3.01 The management and direction of the work force are vested solely in the Employer and shall not in any way be abridged except by specific restrictions as are set forth by this Agreement.

3.02 The Union recognizes that the management of the Employer's business includes but is not limited to the assignment and direction of the working force, hours of shifts, and qualifications of employees to be employed or retained by the Employer, the right to hire, suspend, discharge, discipline for just cause, promote, demote, layoff or transfer employees within the Division, to make operational improvements, and to maintain reasonable and proper discipline and work rules, and efficiency in accordance with the provisions of this Agreement.

3.03 Due to the nature of its business, the Employer shall have the right to require any employees to perform temporary work within the Division which he has not generally been performing providing they are qualified to perform the same. All employees must perform all such duties assigned to them. In addition, the Employer's managerial staff or supervisory personnel within the Division shall be permitted to perform in relief for any and all duties of any Union employee during emergencies, or for training purposes.

3.04 The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Employer thereby retaining all rights not otherwise specifically covered by this Agreement, regardless of whether or not the same have been heretofore exercised. All of the rights, powers, and authority the Employer had, prior to the signing of this Agreement are retained by the Employer and remain the exclusive right of management without limitation.

ARTICLE IV NON-DISCRIMINATION

4.01 In the desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against any employee because of race, color, religion, creed, sex, national origin, age or disability.

4.02 There shall be no discrimination by the Employer or any of its agents against any employee because of membership in the Union. Likewise, there shall be no discrimination by the Union or any of its agents against any employee because of non-membership in the Union.

ARTICLE V CHECK-OFF

5.01 A new employee must, as a condition of continued employment, after sixty (60) days of employment with the Employer, present to the Employer a signed authorization card indicating his agreement to pay a Fair Share Fee to the Union via payroll deduction. The amount of the Fair Share Fee shall be as set forth in Section 2 hereof. After one year of employment, the employee must, as a condition of continued employment, elect to participate or not to participate in the Union, and must present to the Employer a signed authorization card indicating his decision.

5.02 The Employer agrees, upon receipt of the signed authorization card to deduct from the employee, a dues amount or a Fair Share fee on a monthly basis. This deduction shall be for the month in which the card becomes effective, and will be deducted from the first and second pay period of each month. There will be no deductions taken without a signed authorization card in effect. The amount of the dues and the fair share fee will be determined by the Union and forwarded to the Employer.

5.03 The Employer shall, upon receipt of a detailed and itemized invoice from the Union remit the invoiced amount to the Union officer as designated by the Union.

5.04 Employees with valid objections to joining or supporting a Union based upon religious beliefs, shall be required to pay, in lieu of a monthly Union dues, equivalent sums to a non-religious charitable organization exempt from taxation under Sec. 501 (c)(3) of the IRS code. The validity of said religious exemption shall be determined solely by the Union, and all manner of deduction from the employee's pay will remain as with the rest of this Article.

5.05 The Union agrees that the Employer assumes no responsibility in connection with the deduction of monies as set forth in this Article, except as in the remittance of the billed amounts as presented by the Union. The Union further agrees to indemnify and save the Employer harmless against any suits, demands, claims, or other forms of liability which can and shall arise out of or by reason of action taken and/or not taken by the Employer in the execution, authorization, or assignment as set forth in this Article.

ARTICLE VI UNION REPRESENTATION AND VISITATION

6.01 The Employer recognizes the right of the Union to designate a job steward or alternate from amongst the employees of the Employer at the location(s) covered hereunder, and the Union shall advise the Employer of such designation.

6.02 The job steward shall obtain prior approval of the Fire Chief before leaving his work place for purposes of investigating a grievance or attending to Union business, and will report back to the Fire Chief immediately upon completion of such duties. Any reasonable request shall be granted provided that it does not interfere with efficient operations. Excessive time consumed by stewards handling Union matters shall not be subject to compensation by the Employer, and in no instance shall such investigative time be considered in the computation of overtime.

6.03 The Staff Representative of the Union shall be permitted to enter the Employer's premises during regular working hours. The Fire Chief shall be notified upon arrival and prior to any transaction of business. At no time shall such visitation interfere with the work requirement of any employee(s), or disrupt operations in any way unless expressly permitted by the Employer.

6.04 The Employer will permit the Union to place a reasonable number of bulletin boards, at Union expense, in non-public areas of the work place of the Bargaining Unit. Non-public areas as defined by the Employer are those areas which are not readily accessible by the general public.

6.05 The Union shall have a total of five (5) Union Days, equaling one hundred twenty (120) man hours per contract year (April to April) to be used for continuing education or the conducting of necessary Union business. A member may be granted leave from duty with pay when using Union Days or hours upon reasonable advance notice to the Chief. Union Days can be taken in hours to enable a Union member to go to seminars or conduct business that may not require the use of one full Union Day. Such requests shall not be unreasonably denied.

ARTICLE VII PROBATIONARY PERIOD

7.01 The probationary period for all newly hired employees shall not exceed one (1) year. The promotional probationary period shall be one (1) year. Any non-probationary employee demoted to a lower classification shall also be required to serve a six (6) month probationary period. Newly hired employees shall have no seniority during probationary period, however, upon completion of the probationary period, seniority shall start from date of hire.

7.02 The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank and any such action shall not be appealable through any Grievance or Arbitration Procedure herein contained, or any Civil Service procedure.

ARTICLE VIII LABOR-MANAGEMENT COMMITTEE

8.01 The Employer and the Union agree that certain subjects are not appropriate for the formal negotiations, but may need to be addressed and discussed from reasons of morale and efficiency. Accordingly, there is hereby established a Labor-Management Committee to address these subjects.

8.02 The City Manager, Assistant City Manager or Director of Human Resources and the Chief of Fire, or his designee, representing the Employer, and the Union President and Vice President, or their designees, shall serve on this Committee. Meetings shall be held as requested by either party. Such meetings shall be canceled only upon mutual agreement of both parties.

8.03 The Labor-Management Committee shall not be used to bypass the normal chain of command unless problems are unable to be resolved at the departmental level or have been previously addressed at the departmental level without solution. This committee shall not be used to circumvent the Grievance Procedure.

8.04 The Labor-Management Committee shall also include under its jurisdiction a Health & Safety Committee to address those items deemed appropriate in conjunction with the parameters established for the Labor-Management Committee.

8.05 The Labor-Management Committee shall, at a minimum, convene for quarterly meetings to be held between the dates of January, April, July and October. Additional meetings shall be held as requested by either party. Such meetings shall be cancelled only upon mutual agreement of both parties.

ARTICLE IX HEALTH AND WELFARE

9.01 An Employer Pick-up Plan is hereby established in accordance with the requirements as set forth in Section 414(h)(2) of the Internal Revenue Code, in which the Employer agrees to "pick-up" all or a portion of the employee contribution to the Police and Fireman's Disability and Pension Fund as may be determined by ordinance of Council for all eligible full-time employees covered by this Agreement, and to pay the amount picked up to the Plan as an Employer contribution in lieu of contributions by the employee. The Police and Fireman's Disability and Pension Fund is a state pension plan and meets the qualification requirements of Section 401(a) of the IRS Code.

9.02 Employees shall not have the option to receive the contributed amounts directly instead of having them paid by the Employer to the Plan.

9.03 All employees covered by this Agreement shall have their gross compensation, as established by the appropriate Compensation Schedules, reduced by the "picked-up" amounts, which is eight and one-half (8 ½%) percent, to arrive at an adjusted gross compensation amount for Federal and State income tax purposes. In addition, the employee for tax purposes only, shall have that portion of their pension, as set by the Ohio Police & Fire Pension Fund (OP&F), not "picked-up" deducted as a pre-tax contribution, but not to have this additional amount "picked-up."

9.04 Health Insurance includes benefit programs providing medical, hospital or surgical benefits, or any combination thereof, covering all full-time employees. The Union agrees to participate in the Joint Health Benefits Committee to evaluate options, select plans to be offered, and address cost sharing issues for insurance coverage during the period covered by this Agreement.

a) ENROLLMENT – Enrollment in the City's health insurance program is limited to the following periods:

- 1) within thirty (30) days of initial employment with the City,
- 2) during the open enrollment period each year, effective January 1 of each year.
- 3) as changes occur in dependent status due to marriage, childbirth, divorce, etc., but only to add or delete dependents to the program as the result of a bonafide dependent status change.

b) PREMIUMS – The City will pay such portion of the cost of health insurance as is authorized by the City Council. For the year beginning January 1, 2008, the City will increase its contribution to the insurance package up to 5% over the total cost in 2005, and up to \$100,000 to reserve. The City needs to carry reserves to cover the funding of its claim obligations. Therefore, from time to time within a five (5)-year period from the date of the contract, the City will add to the reserve until fully funded. Reserve funding will be determined through vendor lag tables, the City's consultant, and outside actuaries if necessary.

c) COVERAGE DURING LEAVES OF ABSENCE – Coverage while on a leave of absence from the City is as follows:

- 1.) All paid leaves of absence and employees approved for FMLA: Participation and coverage will continue as if the employee continued working.
- 2.) All authorized unpaid leaves of absence: Participation and coverage will continue through the month in which authorized unpaid leave begins. To continue to participate thereafter, the employee must pay the appropriate monthly premium.

9.05 The Employer will provide for the life of this Agreement a policy or contract of accident insurance benefits to cover all employees covered by this Agreement. The policy or contract shall provide that any such covered employee may elect to obtain either or both of the following benefits solely at the employee's own expense, by payroll deduction coverage in excess of the basic amount provided by the Employer, and coverage for the employee's spouse.

9.06 Each employee shall be required to have a physical examination annually, the cost of which will be borne by the Employer. Said physical shall be performed by a mutually agreed upon physician(s) or health care facility/organization.

9.07 The above referenced physical shall be comprehensive to allow the physician to determine fitness for duty and shall be doctor driven.

ARTICLE X SENIORITY

10.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

10.02 An employee's seniority/employment shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding one (1) year, subject to recall;
- d) He retires;
- e) He fails to report for work for more than two (2) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- f) He becomes unable to perform the essential functions of the job due to illness or injury or is unable to return to work upon the expiration of any leave applicable to him. An employee reinstated due to no longer being disabled pursuant to a pension system findings shall, upon reinstatement, receive his previous seniority credit.
- g) He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

10.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by their Civil Service test score. The highest receives the greater seniority.

10.04 The Employer shall provide a current seniority list to the Union on an annual basis.

ARTICLE XI LAY-OFF AND RECALL

11.01 Where, because of lack of work, lack of funds, or abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union president or his designee no less than thirty (30) days in advance of any such lay-off, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.

11.02 Employees within affected job titles shall be laid off according to their relative departmental seniority with the least senior employee being laid off first, providing that all temporary, seasonal, casual, part-time and probationary employees within the affected job title(s) in the department are laid off first.

11.03 Employees who are laid off from one job title may only displace (bump) another employee with lesser seniority in a lower rated job title within the Fire Division.

11.04 Employees who are bumped by a more senior employee shall be able to bump another employee with lesser seniority in a lower rated job title pursuant to the provisions of paragraph 11.03, above.

11.05 At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.

11.06 Employee(s), who are laid off, shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer. A more senior employee may voluntarily accept layoff.

11.07 In all cases where one employee is exercising his seniority to bump another employee, his right to bump is only within the fire division and subject to the condition that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump.

11.08 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for one (1) year from the date of his lay-off.

11.09 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

11.10 Employee(s) scheduled for lay-off shall be given a minimum of thirty (30) days advance notice of lay-off.

11.11 Each notice of lay-off shall contain the following information:

- 1) The reason for lay-off or displacement;
- 2) The date of lay-off or displacement becomes effective;
- 3) The employee's seniority date in the classification;
- 4) A statement advising the employee of the right to recall and re-employment.

11.12 In the event an employee refused recall to a classification, within the Fire Division, other than that from which he was laid off, such employee shall lose recall rights for the original classification. If said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

11.13 In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit above, the employer may grant a reasonable extension, not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

11.14 A laid off employee will be recalled to the first available job position that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the City.

11.15 Recall lists shall be kept current by the Employer and posted on the bulletin boards agreed to by the Union. The Union president shall be furnished and/or forwarded a copy of all recall lists as they are made current by the Employer.

11.16 In rehiring after a lay-off, the Employer will offer reemployment to the extent possible, to which additional help is needed to former employees in the classifications involved in the inverse order in which the employee was laid-off provided that:

- a) the employee is qualified in the opinion of the employer to perform available work at the time the offer of employment is made; or
- b) the displaced employee will be given consideration for up to three (3) years from layoff provided he is able to meet the provisions of call back as listed in item a) of this Section, and he/she is able to pass the physical agility test in use by the Division at that specific time, as duly administered by the Division's physician.

ARTICLE XII GENERAL PROVISIONS

12.01 When existing Departmental Rules and Regulations are changed or new rules are established, they shall be provided to all employees. The Employer further agrees to make all existing Rules and Regulations which are the property of the Employer available to all employees. New employees shall be given access to Departmental Rules and Regulations at the time of appointment. The City agrees to maintain a hard copy in the office of the Fire Chief.

12.02 The Employer will attempt to uniformly apply Departmental Rules and Regulations to all employees under similar circumstances.

12.03 The IAFF recognizes that the employer, under this agreement, has the right to promulgate and implement reasonable work rules, regulations, and policies that regulate the conduct of employees and the conduct of the Employer's services and programs.

Prior to implementation or modification of any new or existing rule, regulation, and or policy which affects the members of the bargaining unit, at least fourteen (14) days prior, if possible, the employer will notify the IAFF and meet with the IAFF if requested, to discuss the matter prior to the date of implementation.

The Employer recognizes and agrees that no work rules, regulations or policies shall be maintained or established that are in violation of the terms or conditions of this agreement. Should the Union believe that a work rule, regulation or policy is unreasonable the Union reserves the right to grieve the reasonableness of such rule, regulation or policy through the grievance procedure.

12.04 Departmental Rules and Regulations shall not apply to off-duty conduct of employees covered by this Agreement, except when such conduct affects the integrity and effective and efficient operation of services provided by the Painesville Fire Department and the Employer.

12.05 The Fire Department shall have Departmental Rules and Regulations which shall address in part, departmental safety practices, command procedures, and maintenance of fire apparatus and buildings. Procedures, rules, and regulations on housecleaning will specify general housecleaning and other duties that may be required to keep the Fire Department facilities clean, safe, and sanitary.

12.06 Employees covered by this Agreement who use their own motor vehicle on Employer business shall be paid for the use of such vehicle at the rate of thirty-one (\$.31) cents per mile. Such use shall not be allowed unless expressly authorized by the City Manager.

12.07 The Employer will maintain a room suitable for exercising and physical workout conditioning. Said room shall be available within proximity of the fire station.

12.08 The employer shall on an annual basis and/or upon request provide a statement of liability insurance or statement of self-insurance. This statement shall include liability limits and coverage.

12.09 For City training/classes that are deemed mandatory, for the purpose of maintaining certification, the City will provide as much advance notice as possible.

12.10 The present (April 1, 2006) full time career staffing level of twenty-five (25) persons shall not be reduced as a result of the elimination of wording in this agreement (2006 – 2009) in reference to a forty (40) hour employee.

12.11 The use of Employer owned or operated vehicles and/or equipment for personal use, and/or non-City related matters will result in disciplinary action, up to and including termination.

12.12 The Employer agrees to provide and to make available all supplies required in the opinion of the Employer in the day-to-day maintenance and upkeep of the fire station. When needed, requests for such items shall be made by the Shift Officer in Charge for approval by the Fire Chief.

12.13 The Employer and the Union agree to make every reasonable effort to maintain the fire station in a clean, safe, and sanitary condition. Furniture, beds, appliances, and other furnishings in the station as determined by the Chief, will be maintained in good condition to insure durability and quality. Dishes and silverware will be of good quality, as determined by the Fire Chief, and replaced when damaged or broken. Such replacement shall be at the Employer's expense unless the need for replacement is the result of negligence of the employee.

ARTICLE XIII WORK WEEK

13.01 The work week shall be a forty-eight (48) hour work week, and shall consist of twenty-one (21) consecutive twenty-four (24) hour periods during which the Fire Division employees shall be assigned to twenty-four (24) hours on duty and forty-eight (48) hours off duty, herein referred to as a twenty-one (21) day cycle. Each twenty-four (24) hours on duty shall be designated as a twenty-four (24) hour tour of duty. Of this twenty-one (21) day cycle, one (1) duty day shall be designated as a Kelly Day. A Kelly Day shall be defined as one (1) 24 hour tour of duty off.

13.02 Whenever possible, at least thirty (30) days notice shall be given in the event that a regular full-time employee covered by this Agreement is to receive a regular transfer from one shift to another shift.

13.03 In the event that there has been or is occurring an “emergency condition” as declared by the City Manager, and/or County or State Authorities which includes but is not limited to tornadoes, conflagration or community disaster, any employee may be ordered to work overtime in order to secure the peace, health, safety and welfare of the citizens and the properties of the City. In such cases, compensation shall be applicable overtime base hourly rates. During said emergencies, the workday may also be adjusted.

ARTICLE XIV HOLIDAYS

14.01 Employees covered by this agreement shall be entitled one hundred ninety-two (192) holiday hours. These holiday hours must be taken in twenty-four (24) hour increments.

14.02 Employees regularly scheduled to work on Independence Day, Thanksgiving Day, Memorial Day, Labor Day, Christmas Day, New Years Day, Veterans Day, Martin Luther King Jr. Day, and President's Day shall receive an additional ½ time pay rate for that holiday worked (there will be no duplication or pyramiding of overtime). Regularly scheduled shall in this context mean the employee scheduled to come in at 7:30 a.m. on that specific day. Said payment of the ½ pay shall be for the entire twenty-four hour period. Any employee granted the use of Compensatory Time will not receive an additional ½ time pay rate for those hours.

14.03 An employee shall forfeit all rights to his holiday pay for any such holiday if he has an unexcused absence on his last regularly scheduled work day preceding such holiday, or on his first regularly scheduled work day immediately following such holiday.

14.04 In addition to the above, any day may be designated as a holiday by proclamation of the President of Council upon approval of the City Council

ARTICLE XV VACATION LEAVE

15.01 Every employee in active pay status (receiving a pay check) covered by this Agreement, shall earn and be granted, vacation leave with pay each calendar year to compensate for his full-time service performed with the Employer the previous full calendar year. Such vacation leave shall be exclusive of authorized holidays.

 Persons on military leave shall be exempt from the active pay status qualification for four hundred eight (408) hours annually and for up to one (1) year for one (1) deployment/activation.

15.02 Employees covered by this Agreement shall earn vacation leave at a rate per pay period as set in accordance with the following:

<u>LENGTH OF SERVICE</u>	<u>48 HOUR PERSONNEL</u>
1. LESS THAN 1 YEAR*	3.70 HOURS
2. COMPLETED 1 YEAR	3.70 HOURS
3. COMPLETED 5 YEARS	5.54 HOURS
4. COMPLETED 12 YEARS	7.38 HOURS
5. COMPLETED 18 YEARS	9.23 HOURS

*AS A RESULT OF INITIAL EMPLOYMENT, TERMINATION OF EMPLOYMENT, OR AUTHORIZED LEAVE OF ABSENCE WITHOUT PAY.

15.03 In the case of initial employment, employees shall be entitled to use vacation leave credit earned, only after the first anniversary date of their employment with the Employer.

15.04 Vacation leave shall be exclusive of authorized holidays.

15.05 An employee of the Employer hired prior to April 1, 1997, earning vacation leave credit currently, is entitled to have his/her prior service with the State of Ohio, or any of its political subdivisions, including prior Employer service counted as service with the Employer for purposes of computing the amount of his vacation leave credit. Employees hired after April 1, 1997, shall be ineligible for any such credits.

15.06 Notwithstanding provision to the contrary herein, in no case shall an initial employment which is terminated within twelve (12) months of initial employment, for any reason, be granted any vacation leave.

15.07 Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, and within the discretion of the department head, be charged against vacation leave credit already earned.

15.08 Employees absent from work on authorized holidays, during sick leave, vacation, disability leave, on special leave of absence with or without pay (not to exceed three days in any one calendar year) shall continue to accumulate vacation leave as though they were present for duty.

15.09 Eligible employees who are actively employed on their fifth, twelfth, or eighteenth anniversary date of employment with the Employer shall have the vacation leave credit referred to in Section 2 of this Article, items 3, 4, or 5 respectively, applied retroactively to the first pay period of such anniversary year.

15.10 With the approval of the Fire Chief and the City Manager, an employee may carry forward from one year to the next, unused vacation not to exceed three (3) weeks.

15.11 As of December 31st of each calendar year, all vacation leave credit hours earned for the previous full calendar year shall be rounded to the nearest whole hour.

15.12 Each Department Head shall keep necessary records of vacation leave credit allowance and shall schedule vacation leaves with particular regard to seniority of employees and to accord with operating requirements and insofar as possible, with written requests of employees.

ARTICLE XVI SICK PAY

16.01 Each full-time employee covered by this agreement shall be entitled, for every ninety-six (96) hours worked to a sick leave credit of 5.52 hours with pay. Said unused sick leave shall accrue and be cumulative without limit.

16.02 An employee eligible for sick leave with pay may use such sick leave upon the approval of the City Manager, only for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees upon the discretion of the Department Head, authorized maternity leave/adoption leave, and illness of an immediate family member.

16.03 In the event of illness in the employee's immediate family, such use of sick leave will be restricted and governed by the following:

- a) The employee's immediate family shall mean: spouse, child, step-child, parent, one who stands in the place of a parent (loco parentis) or one for whom the individual has medical power of attorney. Such leave shall be limited to ten (10) days annually.
- b) In the event of a death in the employee's immediate family and upon extenuating circumstances, sick leave may be used to extend the authorized bereavement leave, however such extension may not exceed a total of 48 hours.

16.04 When sick leave is used, it shall be deducted from the employee's accrual on the basis of one hour for every one hour or fraction thereof. There will be no fractional crediting of hours.

16.05 Employees absent from work on authorized holidays, during sick leave, vacation, disability leave, on special leaves of absence with pay, or on special leaves of absence without pay, not to exceed three days in any calendar year, shall continue to accumulate sick leave credit at the regularly prescribed rate during such absence as though they were present for duty.

16.06 Employees with a sick leave balance in excess of three hundred sixty (360) hours will be paid at one hundred percent (100%) of their rate. Employees whose balance is three hundred sixty (360) or less and have exceeded ninety-six (96) hours of sick leave in a rolling calendar year, will be paid at eighty percent (80%) of their regular rate.

Any sick leave utilized in excess of one hundred twenty (120) hours in any one (1) continuous usage period shall be paid at one hundred percent (100%) an employee's regular rate, provided the employee has sufficient accruals and in compliance with article 16.07.

Sick leave resulting from catastrophic accident, injury or illness shall be paid at one hundred percent (100%) provided the individual has sufficient accruals and in compliance with article 16.07.

For the purpose of this article a catastrophic accident, injury or illness shall be defined as a condition requiring medical treatment and rehabilitation in excess of two hundred forty (240) continuous lost time hours.

In the event an employee has in excess of three hundred sixty (360) hours of sick leave accrual and suffers a catastrophic event as described above which results in his balance dropping to or below three hundred sixty (360) hours said employee shall continue to have sick leave paid at one hundred percent (100%) for one (1) year for every one hundred twenty (120) hours lost to a maximum of four (4) years.

Any sick leave receiving documented medical care will be paid at 100%.

An employee's inability to work shall be verified by the employee's physician.

New employee's years one (1) through four (4) shall have the sick leave paid at one hundred percent (100%) the employee's regular rate, provided the individual has sufficient accruals.

Sick leave balances will not automatically renew at the beginning of the regular calendar year. Employee's sick leave will be determined on a rolling calendar basis and sick leave accrues at the rate specified in article 16.01 above with the thirteenth (13th) month's use of sick leave dropping off and the new month added in.

16.07 Before an absence may be charged against accumulated sick leave, the Department Head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. In any event, an employee absent for more than two (2) days must supply a physician's report to be eligible for paid sick leave.

16.08 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or based upon the report of medical examination, the Department Head, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's discretion, be considered an unauthorized leave and shall be without pay.

16.09 Any abuse, excessive or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

16.10 Any employee fraudulently claiming sick leave allowance from work for other reasons shall be subject to disciplinary action up to and including termination.

16.11 An employee who is laid-off from employment with the Employer may, if reappointed, have available for his use any unused sick leave existing at the time of his lay-off. An employee who transfers from one position to another, or from one public agency to another in the State of Ohio, shall be credited with the unused balance of his sick leave accrual, but not to be in an amount in the excess of the accrual limit set forth and effective for the employees of the Employer.

16.12 An employee on sick leave shall notify his immediate supervisor of the fact and reason prior to 7:00 a.m. of the assigned duty day. Failure to do so may, upon recommendation of the Department Head be cause for denial of sick leave with pay. Subsequent notification, beyond the first day shall be required for each day of absence in order to be eligible for sick leave with pay.

- 16.13
- a) Members not using sick leave for six (6) calendar months shall receive an incentive of twenty-four (24) hours compensatory time credited to their compensatory time bank. This clause shall apply through November 30, 2006.
 - b) Beginning December 1, 2006 Members not using sick leave for the period December 1 through May 31 and/or June 1 through November 30 shall receive an incentive of twenty-four (24) hours compensatory time credited to their compensatory time bank.

ARTICLE XVII BEREAVEMENT LEAVE

17.01 In the event of death in the employee's immediate family the employee may be granted bereavement leave of twenty-four (24) hours not to effect the employee's sick leave credit balance. These twenty four (24) hours may be taken the day prior to, the day of or the day after the funeral or a memorial service in lieu of the funeral. Bereavement leave is not compensable when the employee is on special leave of absence, Family Medical Leave of Absence, maternity or adoption leave, or workers' compensation. This leave may be extended as set forth in the Sick Leave provisions of this Agreement, Article XVI, paragraph 16.03.

17.02 For the purposes of bereavement leave, immediate family shall mean: spouse, child, step-child, grandchild, mother, mother-in-law, father, father-in-law, sister, sister-in-law, brother, brother-in-law, daughter-in-law, son-in-law, grandparents, grandparents-in-law, legal guardian, or any person who stands in the place of a parent (loco parentis).

17.03 Proof of attendance at the funeral may be required prior to bereavement leave being approved. Bereavement leave will not be unreasonably denied.

ARTICLE XVIII SPECIAL LEAVE

18.01 The City Manager may authorize special leaves of absence without pay or with pay for any periods not to exceed three (3) calendar months in any one calendar year for the following purposes:

- Attendance at college, university, or business school for the purpose of training in subjects related to the work of the employee and the City service;
- Urgent personal business requiring the employee's attention for an extended period of time such as settling of an estate, liquidating of a business, serving on jury duty and attending court as a witness; and,
- For purposes other than the above which are deemed beneficial to the City service.

18.02 Employees of the Employer who become pregnant, or who are adopting a child, and who desire to return to work at a future date, shall be granted maternity or adoption leave. Said leave shall be for a period of up to three (3) months, which may be extended upon agreement by both parties. A maternity or adoption leave shall be with pay, as deducted from the employee's available sick leave credit balance. In addition, the employee's hospitalization coverage shall remain in effect during the leave of absence for up to a period of three (3) months provided that all conditions of co-pay, eligibility, and other membership requirements are met.

18.03 Application for maternity or adoption leave shall be in writing and shall contain a statement of the expected birth date, or in the case of adoption, the date of obtaining custody, the date the leave is to commence, and the anticipated date of return to service. Said written request shall be submitted sixty (60) days in advance of the beginning of the leave.

18.04 Upon return from approved maternity/adoption leave at the time set forth in the application for leave, the employee shall be entitled to reinstatement at the same position which was held prior to the leave, or to an equivalent position.

18.05 The Employer recognizes that pregnancy can contribute to a disability, the extent or duration of which can be determined and shall be declared in writing by the individual's attending physician, usually no later than the normal six (6) week check-up after birth. Disability due to pregnancy or childbirth shall be considered on the same terms and conditions as applied to other temporary disabilities.

18.06 An employee, who because of a miscarriage, or other unforeseen circumstances or a personal desire to return to service and who is physically able to resume her duties as before the stated "intended return" may present a medical certificate from the attending physician indicating the employee's ability to return at a date earlier than specified. If a position for which said employee is qualified is or becomes available, the employee will be granted said position.

18.07 The Employer requires certification from a medical doctor that an employee is physically able to perform all normal duties and obligations upon the intended date of return from a maternity leave. If the employee cannot present medical certification declaring the employee to be physically fit to resume all said duties and obligations, the employee shall not be reinstated as an employee.

ARTICLE XIX MILITARY LEAVE

19.01 Military Leave shall be in accordance with applicable State and Federal Laws.

ARTICLE XX COMPENSATION PLAN

20.01 In any case where an employee is qualified for and required to serve in a supervisory capacity, or to accept responsibilities for work in a higher classification and/or position, and if said employee shall perform these services for four (4) or more continuous hours, such employee shall be paid the higher of:

- a) The entrance rate of the higher assigned position/classification, or,
- b) A rate in a higher assigned classification which is equal to or the first/next rate in the new classification which is higher than the employee's current classification. Provided however, the above provisions shall not apply if the class specifications specifically provide that it is part of the employee's normal duties to assume the responsibilities of the higher classification position in the absence of the employee holding the position.

20.02 An employee may be temporarily assigned to work in any position in the same or lower classification without a change in pay rate.

20.03 The rate of compensation on a promotion, unless otherwise specifically authorized, in any case where an employee is promoted to a classification with a higher compensation level, the employee shall be paid on the basis of the higher of the following:

- a) The entrance rate for the new position, or,
- b) A rate in the grade for the new position which is equal to, or the first rate higher than the same step in the next highest grade above the employee's previous grade.

Subsequent advancement through the compensation schedule shall be as determined by the compensation schedule.

20.04 All wages, salaries and compensation of employees covered by this Agreement, except as otherwise provided herein shall be paid biweekly. The Union and Employer agree to abide by FLSA regulations pertaining to hours worked beyond the FLSA guidelines.

20.05 All employees shall be paid in accordance with the following schedules
 All members covered by this agreement shall participate in a mandatory paycheck direct deposit program.

BI-WEEKLY HOURLY RATES – 04-01-2009 2%

<u>TITLE</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Firefighter	17	18.3202	19.2358	20.1977	21.2079	22.2680	23.3813
	17+	18.8775	19.7930	20.7550	21.7652	22.8252	23.9385
Lieutenant	18	20.1976	21.2076	22.2683	23.3814	24.5503	25.7779
	18+	20.7549	21.7648	22.8256	23.9386	25.1075	26.3351
Captain	20	22.2683	23.3814	24.5503	25.7779	27.0670	28.4203
	20+	22.8256	23.9386	25.1075	26.3351	27.6243	28.9776

BI-WEEKLY HOURLY RATES – 04-01-2010 2%

<u>TITLE</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Firefighter	17	18.6866	19.6205	20.6017	21.6321	22.7133	23.8489
	17+	19.2550	20.1889	21.1701	22.2005	23.2817	24.4173
Lieutenant	18	20.6016	21.6317	22.7137	23.8490	25.0413	26.2935
	18+	21.1700	22.2001	23.2821	24.4174	25.6097	26.8619
Captain	20	22.7137	23.8490	25.0413	26.2935	27.6083	28.9888
	20+	23.2821	24.4174	25.6097	26.8619	28.1767	29.5571

BI-WEEKLY HOURLY RATES – 04-01-2011 2%

<u>TITLE</u>	<u>GRADE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Firefighter	17	19.0603	20.0129	21.0137	22.0647	23.1676	24.3259
	17+	19.6401	20.5927	21.5935	22.6445	23.7474	24.9056
Lieutenant	18	21.0136	22.0644	23.1680	24.3260	25.5421	26.8193
	18+	21.5934	22.6441	23.7477	24.9057	26.1219	27.3991
Captain	20	23.1680	24.3260	25.5421	26.8193	28.1605	29.5685
	20+	23.7477	24.9057	26.1219	27.3991	28.7403	30.1483

*** indicates paramedic hired, certified and operating with the Painesville City Fire Department prior to April 1, 2006**

20.06 When a rate adjustment is to be made for any employee covered by this Agreement, said adjustment shall become effective the first day of the pay period in which the adjustment is granted.

20.07 When an employee returns to work in the same class or position after a separation from the Employer service of not more than one (1) year, which separation was not due to discreditable circumstance, the employee shall receive the rate at the separation and shall subsequently serve thereafter for at least such period as it is normally required for advancement to the next higher step rate.

20.08 Any advancement within the pay scale shall be based on a minimum of six (6) months satisfactory performance, as defined by no discipline resulting in loss of pay and/or benefits, prior to the step increases.

ARTICLE XXI LONGEVITY

21.01 Longevity pay for all employees who have ten (10) years of service and are receiving longevity payments on April 1, 1997 shall be as follows:

- a) All employees who have ten (10) years of service with the City shall receive a two and one-half (2 ½%) percent increase on their rate.
- b) All employees who have fifteen (15) years service with the City shall receive a five (5%) percent increase on their rate.
- c) All employees who have twenty (20) years service with the City shall receive a seven and one-half (7 ½%) percent increase on their rate.
- d) All employees who have twenty-five (25) years of service with the City shall receive a ten (10%) percent increase on their rate.

21.02 Effective April 1, 1997 all employees who are not receiving longevity payments under the “percentage longevity” plan, shall become eligible for longevity payments pursuant to the below schedule, only. Payments shall be made on the respective employees’ anniversary dates. Any employee receiving longevity payments under the “percentage longevity” plan on April 1, 1997 shall continue to receive payments under such plan, instead of the new plan set forth below.

- a) All employees who have ten (10) years of service with the City shall receive a one thousand two hundred dollar (\$1,200) increase if they have at least six (6) months of satisfactory service at the maximum rate in the pay plan.
- b) All employees who have fifteen (15) years service with the City shall receive a one thousand seven hundred dollar (\$1,700) increase if they have at least six (6) months of satisfactory service.
- c) All employees who have twenty (20) years service with the City shall receive a two thousand two hundred dollar (\$2,200) increase if they have at least six (6) months of satisfactory service.
- d) All employees who have twenty-five (25) years service with the City shall receive a two thousand seven hundred dollar (\$2,700) increase if they have at least six (6) months of satisfactory service.

21.03 All longevity payments shall be based on satisfactory performance, as defined by no discipline resulting in loss of pay and/or benefits for a period of six (6) months, prior to the employee’s anniversary date.

ARTICLE XXII OVERTIME WORK and PAY TYPES

22.01 Fire-fighting personnel covered by this Agreement shall be eligible for overtime pay at their established overtime rates as defined below for any hours actually worked in excess of their scheduled number of hours in the 14 day pay cycle (for purposes of computation, vacation, and holiday, hours shall count as time worked).

- The overtime rate shall be computed by multiplying the individual's hourly rate by 1.5.
- For purposes of computing overtime the time a person arrives at the station, or assigned work place, shall be his/her start time and the time the person is released shall be the end time. The end time shall be rounded to the next quarter (1/4) hour.

22.02 The defined overtime rates as set forth in Section 1 shall apply in instances of City required off-duty schooling, and drills. Voluntary schooling, drills or other voluntary functions shall not be compensable.

22.03 In the event an employee assigned to a forty-eight (48) hour work week is required to work more than forty-eight hours straight, such employee shall be paid double-time for all such hours worked during this period and for all succeeding hours until relieved from duty.

22.04 In the event an employee assigned to a forty-eight (48) hour work week is required to work forty-eight (48) straight hours, he shall be entitled to a sixteen (16) hour rest period following the forty-eight (48) hour shift. Should there be a recall during this rest period and the employee is required to work, the employee shall be entitled to a double-time rate for all hours worked beyond the forty-eight (48) hour shift until relieved. The aforementioned rest period shall be at no loss of wages to the employee.

22.05 Employees who are called out to perform emergency overtime work or for necessary court appearances, shall be paid for each such call-out not less than three hours at their respective overtime rates. The three (3) hour minimum call-out time shall not apply to hours that abut the start or finish of one's tour of duty.

22.06 Employees employed on or before April 1, 2006 and holding advanced EMT certification, prior to April 1, 2006, shall receive an annual stipend of six hundred dollars (\$600.00). The stipend shall be at a rate of fifty dollars (\$50.00) per month paid bi-weekly along with their regular compensation, as approved by the Fire Chief.

The advanced EMT stipend shall be eliminated on January 10, 2008, (the next renewal cycle).

22.07 Employees, employed on or before April 1, 2006 and holding paramedic certification, prior to April 1, 2006, shall receive a differential included in their pay as noted in article 20.07 with a guarantee of an annual differential of \$1500.00. Any short fall shall be paid to the individual in the first pay check of the following year.

Employees receiving the aforementioned differential that do not have as a condition of employment possession of a valid paramedic certification may_elect to surrender their certification in accordance with the following

- a) Surrendering said certification shall not be permitted if it reduces paramedic staffing below fifteen (15) persons
- b) A seniority list provided by the Union shall be used to determine who gets to drop certification should more than one person wish to.

22.08 The City shall agree to pay for the continuing education required by the State and Local authorities to maintain the EMT-Paramedic Certification for those employees practicing their skill. Costs shall include registration, books, clinical time, travel time, travel costs, overtime and overtime fill.

22.09 No stipend or differential for advanced EMT or paramedic certification shall be paid to individuals hired or gaining certification on or after April 1, 2006.

22.10 It is hereby agreed that from this day forward paramedic and advanced EMT stipends shall no longer be negotiable items.

ARTICLE XXIII COMPENSATORY TIME

23.01 Compensatory time may be earned by department personnel for school time, department related meetings or F.L.S.A. overtime hours. A maximum unit of one hundred twenty (120) hours (one hundred eighty (180) compensatory) may be earned.

23.02 An overtime slip requesting compensatory time must be submitted to the payroll officer which will include:

- Dates the compensatory time was earned;
- Number of compensatory time hours requested.

23.03 Request for compensatory time may be made when shift manning is seven (7) men or more.

23.05 The City will offer to buy back any compensatory time, to the maximum of sixty (60) hours, earned from December 2nd of the prior year to December 1st of the current year and is to be paid at the existing hourly rate as of December 1st of the current year. Requests to have compensatory time purchased should be received by the Payroll Department by December 7th of each year.

23.06 Requests for use of compensatory time shall be granted on a first-come basis, without regard to seniority.

23.07 Once a request for use of compensatory time has been granted, said use of compensatory time and/or its approval may not be revoked by the employer.

**ARTICLE XXIV STRAIGHT TIME PAY FOR MEETINGS DURING REGULAR
WORKING HOURS**

24.01 All employees shall be paid at their established straight time rates for the time spent during regular working hours at all meetings which the Employer requires them to attend.

24.02 Employees (not to exceed two [2], a grievant and the steward), representing a Union shall be paid at their established straight time rates for time spent during regular working hours at any meetings held with the Employer pursuant to the grievance process.

24.03 Four members of the Union shall be entitled to attend all meetings between the Employer and the Union for the purpose of negotiating the terms of the collective bargaining agreement. When such meetings take place at a time when such members are scheduled to be on duty, no more than two per shift shall be granted leave from duty with pay for attendance at such meetings, with said pay only for the hours they would have otherwise worked on their regular work schedule. The Union will furnish to the Employer a list of the committee members and inform the Employer in writing of any changes in that list.

ARTICLE XXV EDUCATIONAL REIMBURSEMENT

25.01 The Employer shall reimburse the employee for the cost of tuition, books, and appropriate fees associated with an approved course of study pertaining to the employee's job, in accordance with the following provisions:

- The course of study must relate to the employee's current position or to prepare the employee for promotion within his present area of work.
- The course of study must be approved prior to beginning course work by the Department Head and City Manager.
- Reimbursement will be made for tuition, books, and appropriate fees associated with an approved course, and will only be made after the Finance Department has received notice of official grade, indicating satisfactory completion of the course of study, along with receipt for the tuition, books, and such appropriate fees associated with the approved course of study. Such reimbursement shall not exceed one thousand (\$1,000) dollars per calendar year.

25.02 Requests for educational reimbursement must be made by September 1st of the year prior to the year in which it is intended to be used.

25.03 Effective April 1, 2009, any employee who has received an Associate Degree from an accredited university or college shall receive additional pay in the amount of two hundred fifty dollars (\$250.00) annually, payable in the first pay period of May of each year. Said payment shall be by separate check.

25.04 Effective April 1, 2009, any employee who has received a Bachelor Degree from an accredited university or college shall receive additional pay in the amount of five hundred dollars (\$500.00) annually, payable in the first pay period of May of each year. Said payment shall be by separate check.

25.05 After April 1, 2009, any Associate or Bachelor degree earned by an employee shall be a Fire Science related degree in order to be eligible for any additional pay as stated in sections 25.03 and 25.04 of this article

ARTICLE XXVI UNIFORMS AND EQUIPMENT

26.01 The Employer shall furnish each newly appointed firefighter with adequate items of uniform as determined by the City. Said items shall be worn according to the dress code of the Fire Division.

The uniforms described herein represent the current issue. The Chief, at his discretion, may change any item of the issue going forward.

Should the City make a change in the uniform said change shall be phased in over a five (5) year period and the individual shall be responsible for the cost.

Should the City make a change and require compliance in less than a five (5) year period the City shall be responsible for the cost.

The City shall furnish to new employees, as a minimum, the following items:

- 2 sets of turnout gear (bunker pants, fire coat, suspenders)
(the 2nd set upon successful completion of probation)
- 2 fire hoods
- 1 pair of fire gloves
- 1 fire helmet
- 1 pair structural fire boots
- 1 set Wildland fire gear
- 1 Wildland fire helmet
- 2 sets of fire goggles

All items listed above shall meet NFPA standards at the time the order is placed.

- 1 pair safety glasses

All items listed above shall meet appropriate standards.

All items listed above shall remain the property of the City of Painesville.

- 3 short sleeve work shirts (collared button down)
- individual shall be required to maintain 1 work shirt of type issued or in use after phase in the other 2 shirts may be of optional choice i.e. polo or job shirt
- 3 long sleeve work shirts (collared button down)
- individual shall be required to maintain 1 work shirt of type issued or in use after phase in the other 2 shirts may be of optional choice i.e. polo or job shirt
- 3 pair work trousers - individual shall maintain work trousers of the type issued or phased in
- 1 pair black oxford steel toed shoes
- 1 black belt
- 1 trooper hat
- 2 badges (after completion of probation and upon promotions)
- 1 dress cover (after completion of probation)
- 1 hat badge (after completion of probation and upon

- promotions)
- 1 set each of appropriate lapel and collar brass (upon promotion)
 - 1 pair dress trouser (after completion of probation)
 - 1 long sleeve dress shirt (after completion of probation)
 - 1 short sleeve dress shirt (after completion of probation)
 - 1 squad coat (for staff presently employed as of April 1, 2009, the City shall replace their existing coat one (1) time)

All items issued that are not designated as remaining the property of the City shall become the property of the individual after successful completion of probation, newly hired or promoted.

26.02 The following items issued under 26.01 and hereafter referred to as PPE (personal protective equipment) shall remain the property of the City of Painesville;

- Turn out coat, bunker pants and suspenders
- Wildland fire gear (coat and pants or equivalent)
- Helmets (fire and Wildland)
- Gloves
- Fire hoods
- Structural fire boots
- Fire goggles
- Safety glasses

The city shall be responsible to replace PPE damaged in the line of duty in a timely manner.

The City shall, when replacing PPE, insure that it meets NFPA and/or other appropriate standards as noted in agreement of initial issue.

The City shall establish a replacement plan to address the degradation of bunker pants, turn out coat and Wildland fire gear (pants and coat). Other PPE will be replaced as needed as determined by the City.

The City shall not be responsible for equipment that does not fit due to change in an individual's weight and/or stature.

Items purchased by an individual shall remain the property of the individual.

The City shall not be responsible for equipment other than that which is the property of the City of Painesville.

The City shall provide a washer, dryer and detergent (of the City's choice) for maintenance of work uniforms and PPE.

The employee shall be responsible for the appropriate care and handling of PPE in their care.

26.03 The employee shall receive one thousand dollars (\$1000) annually (or eighty-three dollars and thirty-three cents (\$83.33) monthly) for the maintenance and purchase of uniforms and personal tools used on the job.

An employee must be on active pay status to be eligible for the uniform maintenance allowance. Should an employee not be on active pay status for any portion of the year the allowance shall be prorated for each full month of active pay status.

The employee shall be responsible to maintain all issued work and dress uniforms in good condition and to replace same should they become unserviceable due to wear, damage, ill fit or other reasons.

The employee may substitute appropriate optional uniforms (collared "job shirts" or collared "polo/golf shirts) for two (2) of the three (3) short sleeve shirts and two (2) of the three (3) long sleeve shirts. The employee must maintain at least one (1) long and one (1) short sleeved shirt as issued or in wear.

26.04 For the newly hired employee, the uniform allowance as described herein shall be prorated for each whole month from the date of first anniversary of employment to December 31st following the anniversary, payable at the end of December.

26.05 The uniform allowance as described herein shall be paid at the monthly rate indicated for each month, at the end of each December thereafter, for each full calendar month of employment during the year. Employees must be on active pay status to qualify for the uniform maintenance allowance.

26.06 The City will replace or repair (at the City's option) prescription glasses damaged while being worn and participating in a function of the department i.e training, firefighting, emergency medical services, rescue operations or other operational tasks. The City's obligation shall be for lenses of the proper prescription and similar frames. The City will not be responsible for the additional costs of transition lenses, no line bifocals etc.

The City will replace or repair (City's option) watches damaged while being worn and participating in a function of the department i.e. training, firefighting, emergency medical services, rescue operations or other operational tasks. The cost of said responsibility shall not exceed \$25.00

ARTICLE XXVII REQUIREMENTS AS TO CONTINUITY OF SERVICE

27.01 Service requirements for advancement within the compensation schedules and for other purposes as specified in this Agreement shall have the implication of continuous service, which means employment within the Employer service without break or interruption. Leave of absence with or without pay of not to exceed thirty-one (31) days shall not interrupt continuous service nor be deducted therefrom. Leave of absence without pay in excess of thirty-one (31) days, except for extended service with the Armed Forces of the United States, shall be deducted in computing total service, but shall not serve to interrupt continuous service.

27.02 All absences without leave in excess of one (1) day shall be deducted from, and all absences without leave in excess of three (3) days shall interrupt continuity of service. In the case of repeated absences without leave, the City Manager may consider the service of the employee interrupted and shall have the record of the employee show the same.

27.03 Where the services of an employee have been terminated by the Employer for economic reasons and said employee continues to perform services for the Employer although paid under a State or Federal program, and said employee is subsequently rehired by the Employer during or immediately after the expiration of said State or Federal program, the time spent in the State or Federal Program shall be included as a part of length of service with the Employer and shall not constitute an interruption of Employer service for any purpose within this Article.

ARTICLE XXVIII WORKERS' COMPENSATION

28.01 An employee receiving a job related injury will be eligible to file a Workers' Compensation claim, and will receive continuation of salary for up to and including seven (7) months. The claim will be filed so as to allow for the payment of medical bills. After seven (7) months, the claim will be filed as a lost time claim, and wages paid to the employee will then be offset by the Employer against monies received by the employee from the Workers' Compensation Bureau. This wage offset will continue, and be in conjunction with the previous wage continuation for up to one (1) year from the date of injury. After one year, the employee will then be eligible to use sick and or vacation in accordance with their available sick and or vacation balance.

28.02 Payment for lost time of one (1) to seven (7) days due to service connected injury or illness, shall not be taken from accumulated sick leave if it is determined that the lost time would have been covered under Workers' Compensation laws if it had extended beyond seven days. To qualify for payment under this provision, the employee must require medical attention and a signed certificate from a licensed physician must be submitted along with a sick leave form weekly, to the Employer. Claims for treatment and medicine approved by the Bureau of Workers' Compensation also will be accepted as evidence of service connected illness or injury.

28.03 Subsequent medical attention after an employee returns to work from a service connected injury or illness requiring time away from work will be charged to the employee's sick leave until such time the Workers' Compensation Bureau approves the claim for such medical treatment, and notice thereof is provided to the Employer. At that point, the time taken from sick leave accrual of the employee will be credited back to the employee as appropriate, provided the following conditions are met:

- 1.) The sick leave request submitted was accompanied by a certificate copy of the Workers' Compensation form submitted by the physician to the Bureau for payment to the physician is also attached. Should subsequent medical attention be required after six (6) months from the most recent medical treatment, an application to reactivate the claim must be filed through the Personnel Office.

28.04 Claims that are certified by the Bureau of Workers' Compensation as an aggravation of a preexisting injury and assigned the corresponding previous claim number will be treated likewise by the City when determining whether the injury is new for purposes of wage continuation for one year from the date of injury. Employees in a Bureau of Workers' Compensation Rehabilitation Plan will have their wages offset by the City for the duration of the Plan.

28.05 **MODIFIED WORK**

The City may establish a modified work program designed to provide a temporary opportunity to those employees who are unable to perform their normal work assignments due to an on-the-job injury. Implementation of the modified work program shall be at the City's option and shall be in strict compliance with applicable federal and state workers' compensation statutes. Employees on modified work will receive wage continuation. The modified work assignment will be included in the calculation of lost time for the purpose of determining the filing date for lost time claims with the Bureau of Workers' Compensation seven (7) months from the date of injury.

The modified work shall be offered on a nondiscriminatory basis to those employees who have sustained an on-the-job injury and who have received a medical release from the attending physician setting forth the limitations under which the employee may perform such modified work.

Modified work shall be restricted to the type of work that is not expected to result in a re-injury and which can be performed within the medical limitations set forth by the attending physician. It is understood and agreed those employees who, consistent with professional medical evaluations and opinion, may never be expected to receive an unrestricted medical release, shall not be eligible to participate in a modified work program.

ARTICLE XXIX TERMINATION PAY

29.01 The payment of termination pay, consisting of eligible unused but current years vacation, accrued vacation during the current year, accrued compensatory time, and unused sick leave that is payable pursuant to Article XXIX, paragraph 29.02, shall be made on the pay date immediately following the payment of earnings for the last regularly scheduled pay period. Such payment shall not extend the date of termination, and shall be computed based upon the number of hours the employee was regularly scheduled to work.

29.02 Upon the retirement of the employee or disability retirement of the employee, and the employee has completed ten (10) years of service, such employee shall be entitled to receive a cash payment equal to his basic rate of pay at the time of the above listed condition multiplied by forty (40) percent of the total number of accumulated unused sick hours earned by the employee up to fifteen hundred (1500) and thirty-three and one-third (33 1/3%) percent for all accumulated and unused sick hours earned by the employee in excess of fifteen hundred (1500) hours. Disability retirement as a result of an on-the-job injury while working in a position covered by this contract shall not require a minimum ten (10) years of service to receive the cash payment of sick hours identified in this section.

29.03 For the purpose of this section, retirement shall mean the termination of full-time, active service with the Employer to immediately accept pension benefits for which the employee is qualified to receive at such retirement date from the Police and Firemen's Disability and Pension Fund of the State of Ohio.

29.04 In the event that an "on-duty" injury results in the death of an employee as determined by the Police and Firemen's Disability and Pension Fund, the Employer shall pay the deceased's estate 100% of the current value of accumulated unused sick leave credit.

29.05 In the event that employment is terminated for any reason after the first year of employment, the cumulative earned uniform allowance shall be paid on the pay date immediately following the payment of earnings for the last regularly scheduled pay period immediately following the payment of earnings for the last regularly scheduled pay period. The uniform maintenance allowance shall be prorated for each full calendar month of employment from January 1 of that year to the date of termination.

ARTICLE XXX CONFORMITY TO LAW

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

30.02 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 provision(s) thereof had not been included herein.

30.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXXI GENDER AND PLURAL

31.01 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 XXXII HEADINGS

32.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification 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 XXXIII OBLIGATION TO NEGOTIATE

33.01 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/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

33.02 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 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.

33.03 Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

ARTICLE XXXIV DISCIPLINARY PROCEDURE

34.01 This procedure shall only apply to all non-probationary employees and promotional probationary employees, excluding promotional demotions, 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 seven (7) calendar 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:

- 1) the matter is settled, or
- 2) the employee fails to file a grievance within the time frame provided by this procedure, or
- 3) the penalty is upheld at arbitration.

34.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

- 1) The employee has a right to object by filing a grievance within seven (7) calendar days of receipt of the Notice of Discipline;
- 2) the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
- 3) the employee is entitled to representation by a Union representative at every step of the proceeding;

34.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or an arbitration determination has been reached.

Only discipline resulting in loss of pay and or benefits may be processed to arbitration. Discipline resulting in a verbal or written reprimand grieved by the employee may be advanced up to step 2 of the grievance procedure at which time if the grievance is not resolved, the affected party may attach a letter of rebuttal to the discipline in his personnel file.

34.09 The following administrative procedures shall apply to disciplinary actions:

- a) The appointing authority, the employee involved, and the Union are encouraged to settle disciplinary matters informally. All parties shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union during the initial discussion.
- b) If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within seven (7) calendar days, prepare a formal Notice of Discipline and present it to the employee and the Union. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- c) Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within seven (7) calendar days from receipt of the Notice of Discipline.

34.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights shall be deemed waived.

34.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

34.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the Employer's operations. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

34.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission.

34.14 Records of disciplinary action shall cease to have force and effect, or be considered in future discipline matters under the following periods:

- Written/verbal reprimands 12 months
- Suspensions of less than 3 days 18 months
- Suspensions of 3 days or more 24 months

Providing that there have been no intervening disciplinary actions on the same matter taken during that time period.

ARTICLE XXXV GRIEVANCE PROCEDURE

35.01 It is agreed that neither the Employer, its representatives and supervisors, nor the Union, will attempt to bring about the settlement of any contractual issue by means other than the grievance procedure.

35.02 A grievance is a dispute or difference between the Employer and the employee covered by this Bargaining Agreement, concerning the interpretation and/or application of this contract. The following procedures shall apply to the administration of all grievances filed under this Agreement, and shall be presented in accordance with the steps outlined below:

Step 1.

An employee who believes he may have a grievance shall notify his shift officer of the possible grievance within seven (7) calendar days of the occurrence of the facts giving rise to the grievance. This notification shall be in writing, and shall state the aggrieved employee's name, position, date of alleged grievance, and the portion of the Agreement in question giving rise to this grievance. The presentation of this grievance shall be signed by the grievant. The supervisor will schedule an informal meeting within seven (7) calendar days after the receipt of the grievance, with the employee, and his steward if requested by the employee, to discuss the issues in dispute with the objective of resolving the matter informally, however the response shall be put to writing.

Step 2.

If no satisfactory settlement is reached at the first step, the grievance may be appealed to the Division Head, or other Employer designate, and the Union Representative within seven (7) calendar days after receiving the reply of the first step. The appeal shall restate the grievance, and shall include proposed remedy sought by the aggrieved party. A second step answer, reduced to writing, will be given to the aggrieved party within seven (7) calendar days of receiving the written appeal.

Step 3.

If no satisfactory answer is reached at the second step, the grievance may be appealed to the City Manager and the Union Representative or their designated alternates within seven (7) calendar days after the reply in the second step is rendered. The appeal shall be reduced to writing, shall contain the original grievance and all subsequent answers/decisions, and be signed by the grievant. A meeting shall be held within fourteen (14) calendar days after the receipt of said appeal. A written reply will be issued as a result of this hearing within fourteen (14) calendar days following the hearing of the grievance. If no agreement can be reached by the parties as the result of such meeting, the grievance may be submitted to arbitration at the option of the Union or the Employer upon written notice of either party to the other within seven (7) calendar days after the receipt of the third step meeting.

35.03 The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the Employer and the Union, be binding, and any grievance not timely presented, or timely processed hereafter, shall not be considered a grievance under this contract, and shall not be arbitrable. A failure to respond to any presented grievance by the Employer within the specified time frame, unless mutually extended, shall result in the grievance being moved to the next step in this procedure.

35.04 Nothing in this Agreement prohibits an employee from personally bringing matters of a personal nature or concern to the attention of the appropriate officials of the Employer.

35.05 Nothing contained in this Article shall be construed as limiting the right of any employee having a grievance to discuss the matter 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 the formal determination pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party, and shall in all respect be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

35.06 The existence of this grievance procedure as established shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other remedy other than as provided by this procedure, shall automatically have waived and forfeited any remedy available by this procedure.

35.07 This procedure shall not add to, subtract from, or alter in any way any provisions of this Agreement.

35.08 Every employee shall have the right to present his grievance free from any interference, coercion, restraint, discrimination or reprisal.

35.09 Nothing in this Agreement prohibits an employee from bringing a concern regarding any Rules or Regulations or Policy of the Fire Division to the attention of any officer or the Chief for explanation, interpretation or application.

ARTICLE XXXVI ARBITRATION PROCEDURE

36.01 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) calendar days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question.

36.02 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.

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

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

36.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be divided equally by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

36.06 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.

36.07 Arbitrators shall be selected from a list provided by the Federal Mediation and Conciliation Services (FMCS). Selection shall be by striking of names by the Union and the City. First to strike shall be determined by a flip of the coin.

36.08 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.

ARTICLE XXXVII DURATION OF AGREEMENT

37.01 This Agreement shall be effective as of April 1, 2009, and shall remain in full force and effect until and including the 31st day of March 2012, and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing no sooner than ninety (90) days prior to said expiration date or any anniversary thereof, of an intent to initiate and engage in negotiations on any or all of its provisions.

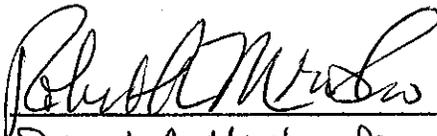
37.02 In the event notice is given as stated above, negotiations shall commence no sooner than ninety (90) days, or no later than sixty (60) days prior to the expiration date.

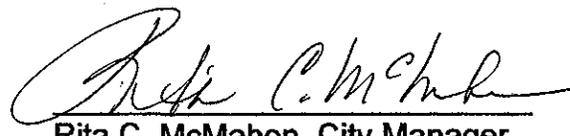
ARTICLE XXXVIII EXECUTION

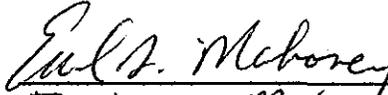
38.01 IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2009.

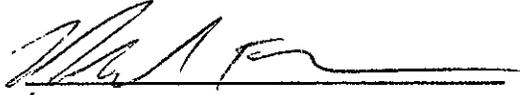
FOR THE FIRE FIGHTERS UNION:
LOCAL 434, AFL-CIO

FOR THE EMPLOYER:


Robert A. Mrosko, President


Rita C. McMahon, City Manager


Earl D. Mahoney, Vice President


MARK MLACHUK, FIRE CHIEF


MARK C. JONOVICH SEC. TRES.

labor\painesville fire

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that your Appointing Authority (Employer) proposes to take the following disciplinary action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

APPOINTING AUTHORITY

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within seven (7) calendar days of receipt of the Notice of Discipline

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within seven (7) calendar days of receipt of the proposed discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) calendar days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have seven (7) calendar days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least seven (7) calendar days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be divided equally by the parties.

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within seven (7) calendar days to the Appointing Authority.

I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

(If more space is needed, attach extra sheets of paper)

Signature:

Date:

Approved:

Date:

Appointing Authority Signature: