The City of Willoughby Hills

AN AGREEMENT

Willoughby Hills Fire Fighters
International Association of Fire Fighters Local #3149

FIRE DEPARTMENT

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PREAMBLE

This Agreement is entered into by and between the City of Willoughby Hills, Ohio, hereinafter referred to as the "Employer" or the "City" and the Willoughby Hills Fire Fighters, Local #3149 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union", "Employees", or "Employee".

PURPOSE OF AGREEMENT

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

1. To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment.

2. To promote fair and reasonable working conditions.

3. To promote individual efficiency and service to the citizens of Willoughby Hills.

4. To avoid interruption or interference with the efficient operation of the Employer's business.

5. To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE I RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time employees of the Fire Department, in the classification of Fire Fighter, Lieutenant and Captain excluding the Fire Chief, Secretary, the civilian employees, part-time, seasonal, and temporary employees with respect to wages, benefits, hours, and other terms and conditions of employment. All other employees of the Employer are excluded.

ARTICLE II UNION MEMBERSHIP

2.1 Employees may join or not join the Union as a personal choice.

2.2 All present members and employees becoming members of the Union shall remain members for the duration of this Agreement. Any member shall have thirty (30) days preceding the termination of this Agreement to withdraw from the Union by presenting a written notice of withdrawal to the President of the Union.

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

ARTICLE III UNION BUSINESS

3.1 The Union shall be allowed reasonable access to the Employer's property for the conducting of Union meetings, provided such access does not unreasonably interfere with the operation of the Department.

3.2 Upon reasonable advance notice, the President, Vice-President, and Secretary/Treasurer elected to represent the Union shall each be granted up to the three (3) tours of duty each calendar year to perform their Union functions including, but not limited to, contract negotiations, attendance at regular and special meetings, legal proceedings, official Union business, and activities related to grievance procedures without loss of pay, providing verification in advance to the Department Head by the Union President, and provided further that no overtime is required to be paid by the Employer for this accommodation, unless approved in advance by the Department Head.

a. In order to attend conventions, seminars, and conferences, a bargaining unit member's sick time or holiday time shall not be unreasonably denied.

3.3 In addition, one (1) member of the Union, to be chosen by the Union President, shall have authorized leave from duty with pay to attend all meetings scheduled by the Employer and the Union in connection with the grievance and arbitration procedures when the member functions as a representative of the grievant.

3.4 The Employer shall furnish the union copies of the minutes from all Civil Service Commission meetings and all City Council meetings by way of the city website at www.willoughbyhills-oh.gov.

ARTICLE IV DEDUCTION OF UNION DUES

4.1 The Employer agrees to deduct dues, initiation fees, and assessments in an amount certified to be current by the Secretary/Treasurer of the Local Union from the pay of those employees who individually authorize in writing that such deductions be made. The dues deduction shall be from each paycheck.

4.2 The total amount of deductions shall be remitted through direct deposit by the Employer.

ARTICLE V FAIR SHARE FEES

5.1 Employees of the bargaining unit who have not completed their initial probationary period, but have been employed for a period of sixty (60) days, and permanent employees who are not a member of the Union but are in the bargaining unit shall, as a condition of employment, pay a monthly service charge hereinafter referred to as a fair share fee which shall be equivalent to, but not exceeding the regular monthly dues and assessments as certified by the Treasurer of the Union. Payments shall be made via a payroll deduction and not be subject to the employee's written permission of same.

5.2 The Union accepts final responsibility for determining the amount of the fair share fee and for providing information, accommodation and rebate procedures for all employees who object to payment of the fair share fee in accordance with all statutory and constitutional requirements. The Union shall annually notify the Finance Director of the amount of the fair share fee.

5.3 The Union and its member shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities that may arise out of, or by reason of any action, that shall be taken by the City for purposes of providing the dues deduction or fair share fee deductions or in reliance upon any authorization or list which shall be forwarded to the City by the Union to satisfy this provision.

ARTICLE VI RULES AND REGULATIONS

6.1 The Union acknowledges that it is the function of the Employer to establish, enforce, and amend reasonable rules and regulations from time to time. The Employer shall supply these rules and regulations in printed (or electronic) form to the Union and to each employee and any changes shall be discussed prior to implementation with the officers of the Union. Standard or daily operating procedures need not be discussed prior to implementation.

6.2 The Employer agrees that this function shall be exercised in a manner consistent with the terms of this Agreement and subject always to the rights of the employee to lodge a grievance as provided in Article XXXIV of this Agreement and provisions of Ohio Revised Code, Section 4117.08.

ARTICLE VII NO STRIKE

7.1 The Union, on behalf of itself and its officers, agents, employees, and members, recognizes that the employees covered by this Agreement are "...members of a fire department" as such term is used in Section 4117.01 et seq. of the Ohio Revised Code relating to strikes. The Union therefore agrees that it will not, either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

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

7.3 Stoppage of work by employees in good faith because of dangerous or unhealthful working conditions at the place of employment, which are abnormal to the place of employment, shall not be deemed by the Employer a strike, slowdown, work stoppage, or other concerted interference.

7.4 The Employer, during the course of this Agreement or any extension thereof, shall not lock out any employee covered by this Agreement. Lay-off for lack of work or because of budgetary considerations shall not be deemed a lock out.

ARTICLE VIII NON-DISCRIMINATION

8.1 The Employer and the Union agree not to unlawfully discriminate against any employee(s) on the basis of race, color, creed, religion, national origin, age, sex, or disability.

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

ARTICLE IX PROBATIONARY PERIOD OF EMPLOYEES

9.1 All newly hired employees may be required to serve a probationary period of not more than twelve (12) months from date of full-time appointment. During said period, the Employer shall have the right to discipline the probationary employee with just cause. The Employer shall have the sole discretion to discharge such employee. The Employer may, at its sole discretion, shorten the probationary period of an employee and place such employee on a permanent status. This provision does not affect the wages of such employee.

9.2 All probationary periods of promoted employees, above the rank of fireman, in the Fire Department shall be for a period of six (6) months. No promotion shall be deemed final until the appointee has satisfactorily served his probationary period. At the end of the probationary period, the appointing authority shall transmit to the Commission a record of the employee's service, and if such service is satisfactory, the appointee shall continue in his promoted rank.

9.3 If at the end of the probationary period the appointees' service is unsatisfactory, he shall be reduced in rank held at the time he was appointed to the higher rank without loss of seniority. In all cases of unsatisfactory probationary periods in the Fire Department, the appointing authority shall, at the end of the probationary period, furnish the employee with a written notice of unsatisfactory probation and a detailed statement of the basis for such finding. Within ten (10) days thereafter, such employee may appeal from the decision or order of the appointing authority to the Commission and the Commission shall hear or appoint a trial board to hear such employee's appeal within thirty (30) days from its filing with the Commission. An appeal to determine the sufficiency of the cause of demotion may be had from the decision of the Commission by filing a grievance at Step 4. The grievance shall be filed within twenty (20) days from the decision of the Commission.

9.4 If an employee is discharged or terminates employment while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of Section 9.1, above.

ARTICLE X SENIORITY

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

10.2 An employee's seniority shall be terminated when one (1) or more of the following occurs:

a. He resigns

b. He is discharged for just cause.

c. He is laid off for a period of time exceeding twenty-four (24) months.

d. He retires.

e. He fails to report for work for more than two (2) tours of duty without having given the Employer advance notice of his pending absence, unless he is physically unable to do so.

f. He refuses or fails to return to work from a layoff within five (5) tours of duty from the date the Employer sends the employee a recall notice to the address currently listed on the Employer's records.

10.3 If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by their standing on the Civil Service Commission list from which they were originally hired with the highest ranked employee having the highest seniority.

ARTICLE XI LAYOFF AND RECALL PROCEDURE

11.1 Where, because of economy, consolidation or abolishment of functions, curtailment of activities, or otherwise, the Employer determines it necessary to reduce the size of its work force, such reduction shall be made in accordance with the provisions hereinafter set forth.

11.2 The employee with the least amount of departmental seniority, as defined in Article 10.1, regardless of classification or position, shall be laid off first.

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

11.4 An employee shall have fourteen (14) calendar days from the date a recall notice is sent by the City to accept recall and return to work on the specified date. No less senior employee shall be recalled, and no new employee shall be hired, until the recalled employee has either declined recall or failed to accept recall and report for duty within the fourteen (14) day period.

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

11.6 In the case of any lay-offs, the Employer shall be liable for the payment of all health insurance premiums for all laid-off employees and their covered dependents for a period of two (2) months from the date of lay-off. After the two (2) month time period, the laid-off employee shall have the option to purchase health insurance from the Employer at the Employer's group rate.

11.7 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 chooses not to report to work within five (5) tours of duty 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.

11.8 Employee(s) scheduled for lay-off shall be given a minimum of twenty-one (21) calendar days advance notice of lay-off.

11.9 The Employer shall not begin the lay-off process of bargaining unit members until after the Employer has eliminated all hours of work for part-time personnel. No bargaining unit member shall be laid off if a part-time employee is working. This Article may not conflict with Ohio Revised Code, Section 737.09. Nothing in this provision shall prevent the City from calling in both laid off employees and part-time employees in emergencies, provided that a laid off employee is not required to be available for an emergency response to a call in, and a call in for emergencies shall not be considered a recall to work.

11.10 When an employee returns to duty in the same class or position after separation from City service of not more than one (1) year, providing his separation was not for cause, he shall receive the rate of pay corresponding to the rate in effect for that position at said time. Whether or not to rehire an employee will be at the discretion of the City.

ARTICLE XII LABOR-MANAGEMENT RELATIONS COMMITTEE

12.1 The Union shall have a Labor-Management Committee consisting of not more than three (3) Union representatives. The committee shall meet with the City's Labor Relations Committee on the request of either party, but at least quarterly, unless waived by both parties, to discuss matters of mutual concern, excluding negotiable and grievable issues. The committee shall have the authority to make recommendations to the Employer and the Union, but such recommendations shall be advisory only.

ARTICLE XIII UNION PROPERTY

13.1 The Employer shall provide space for a Union bulletin board within the fire station where the Union may post notices and items of interest to its members.

13.2 The Employer shall provide space for a Union file cabinet within the fire station where the Union may store records and items pertinent to its membership. Only Union officers and members shall have access to secured Union property.

ARTICLE XIV COURT LEAVE AND JURY SERVICE

14.1 When a member is required to appear before a court, judge, magistrate, or coroner as a result of or subsequent to services performed on behalf of the Employer, such member shall be compensated at one and one-half (1 ½) times the member's basic rate of pay, but shall not receive less than two (2) hours of compensation, unless otherwise on duty. The employee shall pay to the Employer all fees paid to the employee by the court. The Employer shall reimburse the employee for any incidental expenses, including but not limited to parking expenses, private auto mileage, and meal expenses. This is applicable only for Court Leave, not Jury Duty Service.

14.2 Members of the Fire Department who are called to jury duty and are actually performing such duty shall be paid their regular base wage or compensation, based on such employee's normal work week. The employee shall suffer no loss in pay during the period of time so served, providing that the jury duty fees paid to the employee by the court shall be returned to the Employer. When the jury duty is complete, the employee shall return to work within a reasonable time.

ARTICLE XV MILITARY SERVICE

15.1 Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of Armed Forces of the United States are entitled to leave of absence from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed two hundred nineteen (219) hours in a twelve (12) consecutive month period. During such leave of absence, there will be no loss of benefits to the employee or his dependents. If the military pay or compensation of such employee, when recalled to active duty, is less than his normal pay would have been for such a period, he shall be paid by the Employer the differences in money between his base pay and his military pay for such period. If the military pay or compensation of such employee during such period of leave of absence equals or exceeds his base pay for such period, he shall receive no additional compensation from the Employer. Said employee shall have the opportunity to return to the Department with no loss of seniority.

ARTICLE XVI HOURS OF WORK

16.1 For the duration of the contract the average workweek will be forty-eight (48.0) hours. The words "tour", "tour of duty", "work day", or "shift", when used in reference to employees working on a platoon basis, as used in this Agreement, shall refer to a twenty-four (24) hour period.

16.2 A twenty-four (24) hour shift shall commence at 08:00 hours and continue to 08:00 the next day. Any changes to shift starting times shall be made by mutual agreement between the Chief and the Union.

16.3 Each tour shall consists of twenty-four (24) consecutive hours on duty immediately followed by forty-eight (48) consecutive hours off duty. All twenty-four (24) hour employees shall receive one (1) twenty-four (24) hour Kelly Day each twenty-one (21) day work cycle.

1. When shift assignments are changed, as deemed necessary by the Department Head, all members affected by such shift change shall be guaranteed at least forty-eight (48) consecutive hours off duty before their next scheduled shift.

2. Kelly days shall be chosen by seniority on each separate shift. Initial scheduling of Kelly Days will be subject to approval by the Fire Chief.

16.4 Changes in hours of work due to emergency situations shall not require prior notification to the Union.

16.5 The Fire Chief may allow, or an employee may request, temporary assignment to a forty (40) hour work week for special projects or training purposes. The assignment request shall be in writing from the Fire Chief or employee and shall be signed by both. An employee's signature shall indicate that the employee accepts the assignment. The Fire Chief's signature shall indicate that the assignment is approved. The special assignment shall not affect the regular compensation of the employee; however, it will affect the overtime compensation calculation in accordance with the Fair Labor Standards Act. An employee shall not be assigned to a forty (40) hour work week for punitive or disciplinary purposes. An employee who has been assigned or placed on a 40 hour work week shall have his/her sick leave and all other benefits adjusted comparable to shift employees.

16.6 Employees shall have the right to the exchange of shifts, provided that the exchange of shifts does not require the compensation or accumulation of overtime and prior approval of the exchange is received from the Department Head, which approval shall not be unreasonably withheld.

16.7 Employees may be subject to recall to duty during their normal off-duty hours to assist in the handling of emergencies.

16.8 An off-duty fire fighter/paramedic shall be considered to be acting in the line of duty when he responds to any situation within the City of Willoughby Hills requiring that he render assistance as a fire fighter/paramedic. In this event, the ranking officer on duty shall be notified as soon as possible.

ARTICLE XVII COMPENSATION

17.1 The annual base wage for each member of the bargaining unit shall remain as follows:

RANK	11/23/14	01/01/2015	01/01/2016
Captain	$73,663.31	$74,031.63	$74,771.95
Lieutenant	$70,155.38	$70,506.16	$71,211.22
Fire Fighter A	$66,185.06	$66,515.99	$67,181.15
Fire Fighter B	$57,959.61	$58,249.41	$58,831.90
Fire Fighter C	$54,541.01	$54,813.72	$55,361.86

17.2 This item has been deleted due to no paramedic bonus currently in effect.

17.3 Employees shall be paid their base wage in bi-weekly installments.

17.4 The Employer agrees to provide the following payroll deduction programs:

Annuity – Ohio Public Employees Deferred Compensation Program

Credit Union – Firefighters Community Credit Union

Insurance – Group Accident Insurance
Ohio Municipal League

United Way – United Way of Lake County

Child Support – Lake County Bureau of Support (Court Ordered)

Police & Fire Pension – Payroll Deduction for Purchasing Service Credit

Dues – Fire Fighters Local #3149

Ohio Tuition Trust

Fire Station House Fund

The program shall be voluntary and the service shall be provided to those employees who individually authorize, in writing, that such deduction shall be made. The total amount of the deduction shall be remitted by the Employer to the organizations named above.

17.5 For all employees who are required to make contributions to the State of Ohio Police and Fireman's Disability and Pension Fund, pursuant to the Ohio Revised Code, the City shall remit these contributions on behalf of those employees to the Police and Fireman's Disability and Pension Fund in lieu of the employees making such contributions.

17.6 The City will pick up 1% of the employee's contribution to their retirement fund (Police and Fireman's Disability and Pension Fund) for the duration of the contract beginning with the first payroll following ratification of this contract.

17.7 Subject to any requirements imposed by the Internal Revenue Service and the State of Ohio Police and Fireman's Disability and Pension Fund, the provisions of this Article shall apply to all payroll payments made by the City to said employees after proper and full approval has been procured.

ARTICLE XVIII OVERTIME COMPENSATION

18.1 All fire suppression personnel who are assigned to twenty-four (24) hours on/forty-eight (48) hours off shifts, (48 hours/week average), shall be paid overtime compensation for all hours worked in excess of 144 hours in a twenty-one (21) day work period. The overtime rate shall be one and one-half (1 ½) times the hourly rate, computed as follows: annual base wage plus longevity and education divided by 2496 multiplied by 1.5. Paid vacation time, holiday time and personal sick will be counted in computing eligibility for overtime compensation.

18.2 All overtime shall be distributed and rotated equally among the members. The shift officer, or acting shift officer, shall attempt to contact all employees who are eligible for overtime to ensure minimum manning. No less than one (1) bargaining unit member shall be on duty. The shift officer, or acting shift officer, shall maintain a log to show the time of notification and the response from each person called as to whether it was accepted, refused, no answer, sick or on duty. The shift officer shall attempt to contact all full-time personnel before contacting any part-time personnel when an absence of a full-time member occurs.

a. There shall be no more than two (2) bargaining unit members at a time scheduled for a day off.

18.3 Overtime shall be calculated in one-half (1/2) hour increments. For the purpose of calculating overtime, any portion of an hour more than fifteen (15) minutes will constitute a complete one-half (1/2) hour of work. There shall be no pyramiding of overtime; no employee shall be paid under more than one (1) provision of this contract for the same hour.

18.4 Approved training shall qualify for overtime payments on the same basis as other hours worked.

18.5 Overtime worked by an employee shall, at the employee's option, be credited to a compensatory bank at the rate of one and one half hours (1.50) for each hour of overtime worked. Employees shall be able to accrue compensatory time to a maximum of one hundred eighty (180) hours at any point in time.

(a) An employee shall have the right to use the compensatory time as time off, subject to the Fire Department's staffing needs as determined by the Fire Chief or Safety Director and the rules and regulations governing the scheduling of vacation and holiday leave.

(b) Any accrued compensatory time in excess of the one hundred eighty hour maximum shall be paid out to the employee in the next pay after the overage occurs if not taken as time off. All compensatory hours paid shall be using the first-in, first-out (FIFO) method of accounting for the compensatory time earned. All compensatory time used as paid time off shall be accounted for using the last-in, last out (LILO) method of accounting.

(c) The Fire Chief shall maintain a record of each employee's accrued compensatory time showing when the time was earned. Employees may request a copy of their accrued compensatory time by contacting Human Resources Dept.

(d) On an annual basis, the employee shall have the option of "cashing out" any or all of the unused accrued compensatory time earned by and credited to the employee as of the end of the last pay period ending in October of that year. Any time not "cashed out" by the employee shall be carried over to the next year.

(e) To "cash out" unused compensatory time, the employee must submit a request to the Director of Finance by the last day in October indicating the amount of compensatory time that the employee wishes to cash out. If the last day in October falls on a weekend, then the deadline for filing the request shall be the first business day in the month of November.

(f) After verifying the accuracy of the employee's pay-out request, the Finance Director or his/her designee shall issue a separate check or direct deposit to the employee by no later than the Friday following the first pay dated in November.

(g) It is understood that due to IRS rules and regulations governing supplemental Payments, the compensatory time pay-out check may be subject to higher withholding rates than a normal payroll. The decision of the Finance Director regarding the methodology chosen to implement the IRS rules shall be final.

ARTICLE XIX LONGEVITY

19.1 Full-time employees of the Fire Department shall be awarded longevity payments for each year of full-time service commencing on the fourth (4th) anniversary date of full-time service. "Anniversary date of full-time" is defined as "first full-time shift worked." At that time, the employee shall be entitled to a sum of five hundred dollars ($500.00) which will be divided by the number of pay periods in the coming year and shall be included with the employee's regular paycheck. Employees with more than four (4) years of full-time service shall be entitled to an additional increase each year as specified below. In such manner longevity shall continue to be awarded on the employee's successive anniversary date according to the Longevity Schedule.

LONGEVITY SCHEDULE

COMPLETED YEARS OF SERVICE	ADDED ANNUAL COMPENSATION PAYABLE AFTER APPLICABLE ANNIVERSARY DATE
1-3	$ 000
4	$ 500
5	$ 600
6	$ 700
7	$ 800
8	$ 950
9	$1050
10	$1150
11	$1250
12	$1400
13	$1500
14	$1600
15	$1750
16	$1850
17	$1950
18	$2050
19	$2150
20	$2250
21	$2350
22	$2450
23 or more	$2550 (Maximum)

19.2 Time served by an employee during any probationary period shall be included in computing longevity pay.

19.3 Any interruption in the service of an employee except for allowed vacation, holidays, sick leave, disciplinary suspension, authorized leave of absence, and lay-offs shall be deemed a termination of such employee's tenure in office for the purpose of determining his eligibility for longevity pay.

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ARTICLE XX CALL BACK COMPENSATION

20.1 The City reserves the right to determine whether a call-in is necessary and, if so, how many fire fighters to call to duty. When a fire fighter is called back to duty during his normal off-duty hours, he shall be guaranteed at least two hour's call-in pay at the overtime compensation rate (Section 18.1), unless the fire fighter's regular tour of duty starts less than two (2) hours after the call-in, in which case the fire fighter will receive call-in pay only for the fraction of the hour before the starting time for his regular tour of duty. After the second hour, fire fighters shall be paid at the regular overtime rate for all times worked, rounded up to the next half hour, until they are sent home or until the starting time for their regular tour of duty,

whichever is earlier. These call back compensation provisions apply when fire fighters are called in to perform, or to provide back-up or support for, emergency fire-fighting and/or paramedic duties. They do not apply if a fire fighter fills in for another fire fighter who is absent for his regular tour of training or other routine job functions. Call-back compensation and overtime or straight-time pay are not cumulative. Rather, this call-back compensation provision only assures that pay on a call-back will be at the regular overtime rate, whether or not that rate otherwise would apply under Section 18.1, and that a fire fighter will be guaranteed at least two (2) hours compensation for a call-in if the call-in is not contiguous to his/her normal tour of duty.

ARTICLE XXI WORKING OUT OF CLASSIFICATION COMPENSATION

21.1 Firefighters who are officially designated by the Fire Chief or his designee to temporarily assume the duties of a Fire Shift Officer in accordance with departmental policy and who performs these duties shall be entitled to an additional compensation equal to a Captain's rate of pay for those hours worked out of classification.

ARTICLE XXII OTHER COMPENSATION

22.1 Any employee who is required to use their private vehicle for city business shall be reimbursed in the amount permitted by the Internal Revenue Service.

ARTICLE XXIII HOLIDAYS AND VACATIONS

23.1 Each full-time employee of the Fire Department, consistent with current practice, shall be entitled to paid holiday time equaling 8 tours (192 hours), on January 1st of each year. The holiday time shall be paid at the normal rate of pay for such employee.

23.2 When Holiday Time is used, it shall be deducted from the employee's credit on the basis of an hour for hour basis for every one hour used.

23.3 All holiday time shall be taken during the calendar year of entitlement and shall not accrue from year to year.

23.4 An employee entitled to such holidays may submit a voucher no later than December 15th of each calendar year for compensation for the holiday time provided in Article 23.1.

23.5 If an employee takes holiday time and is not employed by the City on the date such time would have been accrued, the employee shall compensate the City any and all monies paid to said employee for such holiday time. Said compensation shall be withheld from the employee's final payroll check. For the purpose of this section only, holiday time shall accrue at a rate of 4.75 hours per month.

23.6 Employees who are scheduled to and actually work the New Years Day, Good Friday, Easter, Memorial Day, Independence Day (July 4th), Labor Day, Veterans Day, Thanksgiving Day, Christmas Eve holiday and Christmas Day holidays shall be paid at the overtime compensation rate as calculated in Article XVIII, Section 18.1 for all hours actually worked between 8:00 a.m. of the holiday and 8:00 a.m. the following day.

23.7 Each full-time employee, except as noted in Article 23.9, of the Fire Department shall be entitled to a vacation with pay each year in accordance with the following schedule. Effective on the employee's anniversary date, the following vacation schedule will apply:

Length of Service	Hours of Paid Vacation
After 1 year	5 tours
After 5 years	7.5 tours
After 10 years	10 tours
After 15 years	12.5 tours
After 20 years	15 tours

When vacation time is used, it shall be deducted from the employee's credit on the basis of an hour for every one hour used provided the employee is assigned and working an average of forty-eight (48) hours per week.

All vacation time earned shall be used prior to such employee's next following anniversary date or it shall be forfeited, and such vacation time shall not be cumulative nor shall compensation be paid in lieu thereof. In the event of extenuating circumstances that would have prohibited the employee from taking his/her time when scheduled, the employee must submit a written request to the Fire Chief who shall present it to the Mayor for approval at his discretion.

23.8 All vacations shall be taken during the anniversary year of entitlement and shall not accrue from year to year, nor shall compensation be paid in lieu of time off.

23.9 Members of the Fire Department shall not be entitled to a vacation during the first year of their probationary period, but the probationary period will be used in the computation of years of continuous service following the probationary period.

23.10 For the purpose of determining the number of vacation days to which an employee is entitled, all full-time members of the Fire Department who have completed their probationary period and have worked for the Fire Department more than one (1) calendar year, shall receive vacation time due to them on the anniversary date of their full-time employment. However, any full-time employee of the Fire Department initially employed by the City prior to July 5, 1987, who has been previously employed by the State of Ohio, or any of its political subdivisions, is entitled to have such prior employment counted for the purpose of computing vacation tours. Such employee shall be entitled only to service credit for each pay period during which the employee actually worked. Any full-time member of the Fire Department, initially

employed by the City on or after July 5, 1987, shall have only prior employment with the City of Willoughby Hills counted for the purpose of computing vacation.

23.11 Earned vacation tours shall be taken in accordance with the schedule set forth in Article 23.7, providing the employee is employed by the Employer at that time. In the event of termination of employment with the Employer, for any reasons, except disciplinary and discharge, each such employee shall be entitled to his accrued vacation time on a prorated basis. The prorated vacation time shall be based upon the number of days actually worked compared to the total days he would have worked if continuously employed throughout the calendar year.

23.12 Vacation, Holiday, Compensation Time, Personal Sick and Kelly Time, (Scheduled Time Off) shall be taken in increments of one full tour. With prior approval of the Fire Chief, scheduled time off may be used incrementally, but not in blocks less than two hours. The senior employee shall be granted preference when two or more employees request the same time period, providing such request does not create an overtime situation. The Department Head shall have the authority to approve vacation periods to insure an adequate staffing of the full-time members and to insure all employees utilize their vacation tours. The first day of vacation periods shall commence on an employee's work day.

23.13 In case of emergency or civil disturbances, the Department Head has the right to require employees to work on all or part of planned vacation leave. If an employee is required to work under circumstances set forth above, the employee shall have the vacation tours rescheduled for a later time.

23.14 At any given time, not more than two (2) employees from the same shift will be allowed vacation, or holiday, time off at the same consecutive time unless approved by the Department Head.

23.15 The Employer agrees to provide each employee with a current written tabulation of the employee's unused vacation and holiday time, as well as his accumulated sick leave, at least once per month.

ARTICLE XXIV SICK LEAVE

24.1 Sick leave shall be defined as an absence with pay necessitated by the exposure of the employee to a contagious or communicable disease, injury, pregnancy, serious illness, or injury to the employer or to a member of the employee's immediate family.

1. Immediate family shall be defined as the employee's spouse and children.

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

24.2 Each full-time employee of the Fire Department paid on an annual base wage, shall be entitled, for each completed month of employment, to accrue 7.38 hours per bi-weekly pay (equal to eight 24-hour tours per year) for the reasons specified in Article 24.1.

24.3 As per the Administrative Policy, an employee who is absent on sick leave shall cause notification of the Employer of such absence and the reason therefore at least two (2) hours before the start of his tour of duty each tour he is absent, unless the absence is expected to be for more than two (2) tours, where the employee will then give the Employer an approximate date of his return to work.

24.4 Any employee who is absent for two or more consecutive tours of duty may be required to present to the Fire Chief a written note from a medical Doctor, permitting the employee to return to duty. Two consecutive tours of duty shall mean the use of two or more consecutive days or "Sick Time" either immediately proceeded by or followed by any other paid time off or Kelly Day. The Employer may also require an employee who has been absent for more than two tours of duty, as described above, due to personal illness or injury, prior to and as condition of his return to work, to be examined by a physician designated by the Employer and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees. The Employer may require a physician's note and/or certification for any employee who is absent for more than three tours of duty within thirty days, regardless of whether such tours are consecutive or non-consecutive.

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

24.6 If the employee should not be permitted to return to work because of a conflict between the employee's physician and the physician designated by the Employer over an opinion concerning the employee's ability to return to work, tours of duty where the employee is absent shall not be charged against the employee's sick time, unless it is determined by the physician that is mutually agreed upon, that the employee is not able to return to work.

1. If the mutually agreed upon physician determines that the employee is able to return to work, the employee shall receive his normal pay for absent tours of duty while the dispute was taking place.

24.7 In the event that upon such proof as is submitted or upon the report of medical examination, the Employer, reasonably finds there is not satisfactory evidence of illness sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. The employee may also be subject to appropriate disciplinary action.

24.8 When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) for every one (1) hour of absence from previously scheduled work, provided the employee is assigned and working an average of forty-eight (48) hours per week.

24.9 This provision shall apply from this day forward and addresses the Fire Department personnel's existing sick hours prior to November 23, 2014, as being "grandfathered in". This will translate into the Finance Department multiplying the employee's existing number of sick hours by "3" as a conversion to the 24-hour tour of duty. The number of available sick hours then shall be in line with what the Fire Department personnel perceived to be their entitlement by way of previous contract agreements. This will be a one-time "grandfathering in sick time" process to rectify this previous practice by the City of Willoughby Hills.

Unused sick leave may be accumulated for a total of 1440 hours.

The limit on accumulated sick leave of 1440 hours will be in effect for these employees once the excess over the 1440 hours has been exhausted.

When the Fire Department employee seeks retirement, the City will "buy back at the rate of one for three" any hours over the retirement limit of 1440 hours.

Further, if an employee takes two consecutive tours of duty as sick time, the City reserves the right to allow part-time Fire Department personnel to assume their hours while the employee is on sick leave status.

24.10 The previously accumulated sick leave of an employee who has been separated from his employment with the City may be placed to his credit upon his re-employment with the City, provided that such re-employment take place within three (3) years of the date on which the employee was separated from service with the Employer.

24.11 An employee who transfers from another public agency to this Fire Department shall be credited with the unused balance of his accumulated sick leave.

24.12 Upon the retirement, death or injury resulting in total or permanent disability of an employee, there shall be paid an amount representing any previously accumulated sick leave at the employee's then current rate of compensation up to the accumulated sick leave limit of 1440 hours as follows:

(a) In case of retirement, to the employee; retirement in this Article is defined to mean the employee is pensionable at the time of separation, i.e., employee is eligible for age/service retirement or a disability retirement under a state pension plan.

(b) In case of death, to the employee's surviving spouse, if any, who was living with the employee or dependent upon him/her for support at the time of his/her death, or if there is no such surviving spouse, to the

dependent children, including adopted children, of the employee for their use to their legal guardian or guardians or to the person or persons who, as determined by the Mayor, were dependent upon the employee for support or for their use to their legal guardian or guardians or the person or persons with whom they are living. The determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this subsection shall be final and neither the Mayor nor the Employer nor any other officer of employee thereof shall be required to see to the proper expenditure of any such payments.

(c) In case of injury resulting in total and permanent disability to perform the work for the Employer for which the employee was employed to the employee or for his use to the guardian or conservator of his estate, if any, or to the person or persons having custody and care of the employee, if any, provided that the determination of the Mayor as to the person or persons entitled to receive any payment in accordance with this subsection shall be final and neither the Mayor nor the Employer nor any other officer or employee thereof shall be required to see to the proper expenditure of any such payment.

24.13 Each employee who has accumulated in excess of eight hundred and sixty-four (864) hours of sick leave shall be entitled to receive payment for the excess of those days at the ratio of one twenty-four hour day for each three (3) twenty-four hour sick-leave days so accumulated. Such payment shall be made upon written request to the Director of Finance and, upon such request, the Employer shall make payment at the current rate of the then current rate of compensation for such employee on the next scheduled payroll date.

The employer shall, without written request, pay for accumulated sick leave in excess of one thousand four hundred and forty (1440) hours) that have accrued in the previous year at the ratio of one twenty-four (24) hour day of pay for every three twenty-four (24) hours sick leave day accumulated. This payment shall be made at the next regular pay in January.

24.14 City Council may, at its sole discretion and without creating a precedent, increase sick leave credits of an employee for good cause shown by the adoption of an appropriate resolution.

24.15 The Employer agrees to provide each employee with a current written tabulation of the employee's unused accumulated sick leave on each pay stub.

24.16 Each employee shall be allowed to use two (2) sick tours per calendar year as personal days. Scheduling of sick tours as personal days shall be subject to prior written approval of the Department Head of the employee requesting such days.

24.17 Voluntary Sick Leave Donations. In the event an employee has exhausted his or her accumulated sick leave due to an extended use as described in Article XXIV, the transfer of sick leave to this employee from other employees who wish to voluntarily donate a portion of his or her unused accumulated sick leave may occur. A request with the donor's name, the number of hours donated and the donor's signature shall be submitted to Administration. Employees may donate no less than eight hours and up to a maximum of 40 hours per employee per a 12-month period. The donated sick leave shall be hour for hour, regardless of rate of pay and any unused sick leave shall be returned to the donating employees.

ARTICLE XXV INJURY LEAVE

25.1 In the event an employee suffers a service connected injury while in the active duty, and for which the employee would have been entitled to receive temporary total disability benefits from the Workers' Compensation Bureau, the employee shall receive his full pay for a maximum of ninety (90) calendar days. This injury benefit may be extended at the sole discretion of the Employer. The employee will file an allowance/medical benefits only workers compensation application. If the workers compensation claim is disallowed by reason of not being work related, by the bureau of workers' compensation and/or the Ohio Industrial Commission, then the Employer is entitled to reimbursement by that employee, which employee may make the reimbursement by cash, or paid leave, at the election of the employee. Denials of extended injury leave (after ninety (90) calendar days) shall not be grievable.

The time an employee is required to be absent from active duty due to a work incurred injury shall not be deducted from his or her accumulated sick leave time, unless the claim is disallowed. If the application for benefits is approved by the bureau of workers' compensation, the dollar amount of workers' compensation benefits received during such period of disability in compensation for loss of wages shall be turned over to the employer as a reimbursement.

25.2 This article shall only apply if the employee continues to participate in the state of Ohio Bureau of Workers' Compensation fund. During the time an employee is on injury leave, such employee shall not file for temporary total benefits or wage loss benefits under the workers compensation laws.

25.3 At any time, the employer shall have the right to require the employee to have a physical exam by a physician that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this article, the designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related.

25.4 Any employee on injury leave shall not earn sick leave during this leave period. However, an employee shall continue to earn seniority, provided the duration of the injury leave is less than one (1) year.

ARTICLE XVI BEREAVEMENT LEAVE

26.1 Any employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of two (2) tours of duty off for each death in his immediate family.

1. For the purposes of this Article, immediate family shall be defined as his spouse, child, step-child, parent, step-parent, sister, step-sister, brother, step-brother, grandparent, current parent-in-law, brother-in-law, sister-in-law, or grandchild.

26.2 The employee shall be paid for the tour(s) of duty he normally would have been scheduled to work. This leave shall not be deducted from the employee's accumulated sick leave for the first tour of duty. However, the second tour of duty shall be deducted from the employee's accumulated sick leave.

26.3 In the event the death occurs during the employee's tour of duty, he shall be granted the remaining portion of the tour off with pay. Such time shall not be deducted from the employee's accumulated sick time.

26.4 If the employee requires more time than contained in this Article, he may utilize vacation time, sick time, or leave without pay with the approval of the Department Head.

26.5 The Department Head, at his discretion and without setting precedent, may extend the leave for immediate family members for exceptional circumstances or travel time.

ARTICLE XXVII INSURANCE

27.1 Insurance premium payments for single and family plans will be made according to the following schedule through payroll deduction:

	Employer pays	Employee pays
Year 1	86%	14%
Year 2	85%	15%
Year 3	85%	15%

The Employer shall be able to change insurance carriers or self-insure providing that the benefits are comparable to existing benefits.

27.2 City-wide Health Care Cost Containment Committee shall be established. The Committee shall consist of one (1) representative member and an alternate of each full-time Bargaining Unit which shall be appointed by the Bargaining Unit; and two (2) representatives from the City Finance Department as appointed by the Mayor; and one (1) representative of City

Council, as appointed by the Mayor, and two (2) representatives serving as City Department Directors, as appointed by Mayor; and one (1) representative of City Administration, as appointed by the Mayor. Each group entitled to representatives shall select alternates who shall act in the absence of the appointed member. Each appointment shall be for three (3) years, coinciding with labor contract terms, and by accepting the appointment, each member or alternate agrees to serve for the three (3) year period.

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

The Committee shall hold an organizational meeting within thirty (30) days of the appointment of its members. At the organizational meeting, a chairman and secretary will be chosen. Subsequent meetings shall be conducted as determined to be necessary at labor contract and policy renewal dates.

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

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

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

27.3 Should any employee decline coverage for any reason, he will be paid two hundred twenty-five ($225.00) dollars per month as a return on premiums saved.

27.4 The Employer shall carry liability insurance coverage for employees operating within the scope of their employment as long as such coverage is reasonably available.

27.5 The Employer shall provide to employees a term life insurance policy in the amount of twenty-five thousand ($25,000) dollars.

ARTICLE XXVIII UNIFORM MAINTENANCE ALLOWANCE

28.1 Each employee shall receive one thousand one hundred dollars ($1,100.00) as a uniform maintenance allowance to be paid by the Employer directly to the employee annually. Such payment shall be made on the first pay of May. Either fifty percent (50%) or one hundred percent (100%) of the clothing allowance may be paid directly to the vendor (Atwell's, Shuttler's or any vendor approved by the Fire Chief) by way of a purchase order through the City of Willoughby Hills Finance Department.

28.2 If the employee may choose to receive their May Uniform Allowance in the form of a purchase order(s) paid to approved vendors. Purchase orders shall be used or closed by November 15, of the calendar year it was opened. Unused portions of purchase orders shall not be refunded to the employee.

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ARTICLE XXIX PROTECTIVE CLOTHING AND EQUIPMENT

29.1 The Employer shall furnish and thereafter maintain, at no cost to the employee, all respiratory apparatus, other protective equipment and turn out gear (i.e., personal flotation devices, personal alarm devices, etc.) that protect the safety and health of fire fighters. All equipment provided must meet National Fire Protection Association (NFPA) or other safety standards (ANSI, UL, etc.) compliance.

29.2 There will be a joint Safety and Health Committee composed of an equal number of Employer and Union representatives which will meet as deemed necessary by the parties. The purpose of this Committee is to discuss safety issues, including protective clothing. The parties will draft an agenda at least three (3) days prior to the meeting. The parties may make agreements, subject to approval by the Safety Director, provided that such items are not in conflict with any term of the labor agreement.

ARTICLE XXX EDUCATIONAL PAY

30.1 Any employee who has, after two (2) years continuous service, acquired any of the following credentials, shall receive, as additional compensation payable on the first pay period in May, payments in accordance with the following schedule:

a. A training certificate attesting to the satisfactory completion of all Fire Technology courses offered towards an Associate Degree in Fire Technology shall receive a sum of money equal to three hundred dollars ($300.00) per year.

b. Associate Degree where such degree or credential is conferred by a university, college, junior college or community college, which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority to any similar accrediting authority, a sum of money equal to three percent (3%) of the annual compensation, excluding longevity compensation, of such employee otherwise provided to a maximum of five hundred dollars ($500.00) per year.

c. Bachelors Degree where such degree or credential is conferred by a university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority

or any similar accrediting authority, a sum of money equal to five percent (5%) of the annual compensation, excluding longevity compensation, of such employee otherwise provided to a maximum of seven hundred fifty dollars ($750.00) per year.

d. Masters Degree where such degree or credential is conferred by a university or college which is accredited by the North Central Association of Colleges and Secondary Schools or its successor accrediting authority or any similar accrediting authority, a sum of money equal to five percent (5%) of the annual compensation, excluding longevity compensation, of such employee otherwise provided to a maximum of one thousand dollars ($1,000.00) per year.

30.2 The above benefits provided by this Article shall only be paid under the following conditions:

a. All the fees for school are paid by the employee.

30.3 The compensation provided herein shall be payable the first pay period in May. Nothing provided in this Article shall be considered to constitute a part of the basis for the calculation of additional compensation for longevity or overtime.

ARTICLE XXXI PERSONNEL FILES

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

31.2 Should an employee, upon review of his file, come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains. All items in an employee's file with regards to complaints and investigations will be clearly marked with respect to final disposition to the extent permitted by law. The following disciplinary actions shall not be considered for future discipline according to the following schedule, provided however that there are no other disciplinary actions taken against the employee during the specific time frames set forth below:

(a) Reprimands will not be considered after one (1) year.

(b) Short-term suspensions (less than two (2) tours) will not be considered after two (2) years.

(c) Suspensions lasting more than two (2) tours will not be considered after four (4) years.

ARTICLE XXXII PROMOTIONAL EXAMINATIONS & PROCESSES

32.1 No position above the rank of "Fire Fighter Class A," except for the Fire Chief, shall be filled by original appointment. Vacancies in positions in the Fire Department above the rank of "Fire Fighter Class A" shall be filled by promotion from among persons holding positions in the next lower rank than the position filled. No position in the Fire Department, excluding the position of Fire Chief, shall be filled by any person unless he has first passed a promotional examination as defined in this Article. Promotion shall be by successive ranks so far as practicable. No competitive examination shall be held unless there are at least two (2) persons eligible to compete. No person in the Fire Department shall be promoted to a higher rank who has not served at least twelve (12) months in his present rank.

32.2 All examinations shall be conducted by the Willoughby Hills Civil Service Commission, hereinafter referred to as "the Commission", which may designate special examiners as required.

32.3 Whenever a vacancy occurs in a promoted rank in the Fire Department and no eligible list for such rank exists, the appointing authority shall certify the fact to the Commission, and the Commission shall within sixty (60) days of such vacancy conduct a competitive promotional examination. After such examination has been held, an eligible list shall be established within sixty (60) days of the final date, of the revised rating key or answer inspection date and the Commission shall certify to the appointing authority the name of the person receiving the highest grade. Upon such certification, the appointing authority shall appoint the person so certified within ten (10) days. When an eligible list is in existence and a vacancy occurs in a position for which the list was established, the appointing authority shall certify the fact to the Commission. The person standing highest on such list shall be certified to the appointing authority within five (5) days, and such person shall be appointed within ten (10) days.

32.4 An examination will be commenced by requiring each competitor to fill out and sign a identification and declaration sheet containing his examination number as shown on the official envelope furnished him and also his address, age, and such other information as the Commission may require, and seal the same in the official envelope. All envelopes shall be replaced in a sealed package and deposited in a safe place. The package shall be opened for the identification of papers only after marking has been completed on all papers. All papers submitted by competitors shall contain their numbers only, and any paper bearing the name of a competitor or any other identification mark other than their number shall be rejected. Each candidate whose papers are rejected shall be notified by certified mail within three (3) days of the examination. When an applicant in any examination is found to be using, without permission of the Commission, any extraneous means of information such as memoranda, pamphlet, or book of any kind to assist him in answering the questions, the person conducting the examination shall take the applicant's examination papers when the circumstances justify such action. The Commission shall, in all instances, give the examination papers of the applicant a marking of zero (0) and make notation on the papers explaining the circumstances of such markings.

32.5 Examinations shall be of such character and related to such matters as will fairly test the relative capacity and fitness of the persons being examined to discharge the duties of the position to which they seek to be appointees.

1. One (1) complete set of study material for the examination shall be provided by the Employer at no cost to the candidates. This material shall be kept in a place accessible to all candidates. Further, this material shall not be removed from the Fire Station.

32.6 Written and oral examinations for promotions in the Fire Department shall be obtained from and administered by an accredited fire officer testing agency as selected by the Employer. The written examinations and oral examinations shall be weighted as follows:

Written	Oral	Leadership
50%	40%	10%

The "Oral" and "Leadership" scoring constitutes the Assessment Center.

32.7 Each candidate who passes the promotional exam in accordance with Section 32.8 shall have said points added to their final combined score. Seniority points equaling one-half point for every six months of continuous full-time service in the Willoughby Hills Fire Department shall be awarded to every candidate who has successfully passed the promotional exam in accordance with this section.

32.8 Applicants shall be marked on a scale of one hundred percent (100%) and no applicant shall be placed on the list of eligible if said applicant fails to achieve a passing score of seventy percent (70%) or more on any section of the examination.

32.9 The examination papers of all applicants shall be marked by the examiners on the scale of one hundred (100), as provided, and the total percentage of standing of each applicant shall be ascertained in accordance with the table of weights for subject of examination fixed by this Agreement.

32.10 After a promotional examination has been held and prior to the grading of such examination papers, each participant in said promotional examination shall have a period of five (5) days, exclusive of Saturdays, Sundays, and holidays, to inspect the questions, rating keys or answers to the examination and to file any protest he may deem advisable. These protests with respect to rating keys or answer shall be determined by the Commission within a period of not more than five (5) days, exclusive of Saturdays, Sundays, and holidays, and its decision shall be final. If the Commission finds an error in the rating key or answer, it shall publish a revised rating key within five (5) days of its finding of such error or errors. The revised rating key or answer shall then be available to participants for a period of five (5) days, exclusive of Saturdays, Sundays, and holidays, subsequent to such determination of error or errors.

32.11 All examination papers, with markings thereon by the examinees, shall be carefully preserved in the files of the Commission for at least the life of the eligible list on which the names of the applicants appear. After the grading of such examination papers, any participant in the examination who deems his/her examination papers have been erroneously graded shall have the right to appeal to the Commission, and said appeal or appeals shall be heard by the Commission at any time within thirty (30) days after the completion of the examination. All applicants shall have the right to inspect his/her own examination papers. No additional persons, other than the Commission, shall have the right to inspect such papers. If the employee does not receive a ruling that is satisfactory to him/her, the employee may file a grievance beginning with Step 3 in Article XXXIV, Section 34.5.

32.12 The names of the examinees shall be placed on the valid eligible list in accordance with their grades; the one receiving the highest grade shall be placed first on the list. In the event two (2) or more examiners receive the same grade, seniority in the Fire Department, as defined in Article X, shall determine the order of their names. The person having the highest position on the valid list shall be appointed in the case of a vacancy. Valid eligible lists established as provided in this Section shall continue for two (2) years. In the event a vacancy occurs prior to the expiration of the two (2) year period, the valid list shall continue for the purpose of filling such vacancy until the vacancy has been filled. When a valid eligible list exists and a vacancy occurs which may be filled from such valid eligible list, the vacancy shall be filled within a period of not less than five (5) days and not more than ten (10) days from the date of such vacancy. A copy of the valid eligibility shall be sent to each candidate and posted in a conspicuous location in the Fire Station.

1. If, during the period before the filling of the vacancy, an error in scoring is discovered by any party, the eligible list shall become invalid. The scores shall be recalculated and a corrected valid eligible list shall be made. A copy of the corrected valid eligible list shall be sent to each candidate and posted in a conspicuous location in the Fire Station.

ARTICLE XXXIII GENERAL DISCIPLINARY PROCEDURES

33.1 No employee shall be disciplined, reduced in pay or position, and, except for newly hired probationary employees, discharged, or removed except for just cause.

33.2 Discipline will normally be applied in a corrective, progressive, and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

33.3 The Employer agrees not to discharge, or reduce an employee without first arranging for a hearing. The hearing shall be conducted in accordance with the following rules:

(a) The employee shall be provided with a written notice advising him of the nature of the charges and the date, time, and location of the hearing. Such

notice shall be given to the employee at least forty-eight (48) hours before the hearing. The employee shall have the right to be represented by a person of his own choosing, the cost of which, if any, shall be borne by the employee.

(b) The hearing shall be conducted before a neutral administrator selected by the appointing authority and agreed upon by the Union who is not involved in any of the events giving rise to the offense.

(c) Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and supervisor. The document shall also contain the reasons for the decision.

33.4 Any employee who is suspended without pay shall have the right to a disciplinary hearing within seven (7) days of the effective date of the suspension, excluding Saturdays, Sundays, and holidays. The hearing shall be conducted in accordance with Article XXXIV Grievance Procedure. If an employee is suspended with pay pending further investigation, the employee will be advised of the subject of the investigation.

33.5 Any employee who is disciplined may appeal through the grievance procedure beginning at the step above which the discipline began.

33.6 Prior to the scheduled time of the hearing, the employee may waive his right to a hearing. An employee who waives his right to a hearing may not grieve the imposition of discipline in the matter for which the hearing was scheduled.

The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

ARTICLE XXXIV GRIEVANCE PROCEDURES

34.1 Every employee shall have the right to present his grievance in accordance with the procedures herein provided, free from any and all interference, coercion, restraint, discrimination, or reprisal, and shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the intent and purpose of the parties that all grievances shall be settled, if possible, at the lowest step of this procedure.

34.2 For the purpose of this Agreement, the below listed terms are defined as follows:

(a) **Grievance** - A grievance shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of specific and express written provision of this Agreement.

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

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

(d) **Days** - A day as used in this procedure shall mean calendar days, excluding Saturday, Sunday, or holidays celebrated by the Employer.

34.3 The grievance procedure set forth herein shall be the sole and exclusive method for the resolution of any complaints or controversies regarding alleged violation of this Agreement by any employee covered by this Agreement and no action at law or in equity shall be undertaken by any employee covered by this Agreement or by the Union except an action to: require arbitration; enforce or set aside the decision of an arbitrator; or, to review the decision of the Civil Service Commission, as applicable, or to enforce rights as a taxpayer.

34.4 The following procedures shall apply to the administration of all grievances filed under this procedure:

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

(b) All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

(c) If a grievance affects a group of employees working in different locations with different principles, or associates with an Employer-wide controversy, it may be submitted to Step 3.

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

(e) The aggrieved party may choose whomever he wishes to represent him at any step of the grievance procedure, including a Union representative and/or legal counsel.

(f) The existence of this procedure, hereby 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 available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies by this procedure.

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

(h) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provision of this Agreement.

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

Step 1:

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Supervisor will schedule an informal meeting with the employee and his representative, if his presence is requested by the employee, within five (5) days of the date of the notice by the employee. The Supervisor and the employee, along with the employee's representative, if requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally. Any grievance that the Supervisor does not have the authority to act on shall be passed on to the next ranking Supervisor having authority to act. This informal meeting will progress through the shift officers, using the full-time chain of command, before moving to Step 2.

Step 2:

If the dispute is not solved informally at Step 1, the grievance shall be reduced in writing by the aggrieved party and presented as a grievance to the Fire Chief within five (5) days of the informal meeting of notification of the Supervisor's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Supervisor fails to give the employee an answer. The Fire Chief shall give his answer to the aggrieved party within ten (10) days after presentation of the grievance.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee, shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative(s), and any other party of interest necessary to provide the required information for the rendering of a proper decision. The Mayor shall issue a written decision to the employee and his representative(s) within fifteen (15) days from the date of the hearing. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to Step 4.

Step 4:

If the grievance is not resolved at Step 3, the matter may be referred to arbitration by the Union providing written notice of the request to the Employer. Only the Union shall have the right to proceed to arbitration and if it declines to do so, the grievance shall be deemed denied. Such appeal to arbitration shall be made within thirty (30) days after receipt of the answer of the Mayor in Step 3. The Arbitrator shall conduct a hearing in accordance with the rules of the American Arbitration Association.

34.6 A grievance may be withdrawn with prejudice at any time by the grievant or the Union, provided however, if the grievant requests to withdraw after the parties have incurred any arbitration fees, the parties shall equally divide and pay all arbitration fees. Each party shall be responsible for their own legal fees.

34.7 The Employer and the Union have the right at every step to be represented by legal counsel.

34.8 The Department Head and/or Safety Director, and the Union shall meet informally, at the request of either party, to discuss any questions or issues of mutual concern, or the explanation of any procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

ARTICLE XXXV ARBITRATION PROCEDURES

35.1 A panel of arbitrators to be used for arbitration procedures shall be mutually agreed upon by both parties and shall be obtained from the American Arbitration Association current membership.

35.2 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 violates any terms and conditions of this Agreement.

35.3 The arbitrator shall not decide more than one (1) grievance on the same hearing or series of hearing days.

35.4 The expenses of arbitration, including the fee of the arbitrator and of the hearing room, shall be shared equally by the parties. The cost of a transcript shall be paid by the party requesting it.

35.5 The arbitrator's decision and award shall be in writing and issued within thirty (30) days from the date of the close of the record, or within thirty (30) days after receipt of final briefs if required by the arbitrator. His decision shall be final and binding upon the parties hereto and the employees and the grievant.

35.6 The grievant shall be granted time off without loss of regular pay in order to attend any portion of the arbitration hearing which occurs when he is scheduled to work. Witnesses may be called by the Union or by the Employer. The Employer shall cooperate in granting time off to witnesses called by the Union. Witnesses who are otherwise on duty shall return to duty as soon as they have testified. The Employer may restrict the number of on-duty personnel who may appear at the arbitration hearing at any one time. Any employee or City official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith.

ARTICLE XXXVI FIRE STATION CONDITIONS

36.1 Fire Fighters shall not be required to perform major remodeling work on the station.

ARTICLE XXXVII FAMILY MEDICAL LEAVE

37.1 Employees with scheduled hours of 1250 or more during the twelve (12) months preceding the leave shall be eligible upon request and approval for an unpaid family or medical leave.

1. Eligible employees shall be those who have worked a total of 1250 scheduled hours or more during the twelve (12) months preceding the leave.

2. To be eligible for unpaid FMLA leave, the employee shall first exhaust all available Vacation leave, holidays and personal leave which shall be inclusive of FMLA leave and entitlement. After exhaustion of vacation, holiday and personal leave, the Employer may, at its discretion, require an employee to utilize sick leave. The Employer shall not require an

employee who has two and one-half (2 ½) tours of vacation and forty (40) hours of sick leave to exhaust such time, which will be maintained in separate "banks" of accumulated time under this Article.

3. Employees requesting an unpaid family or medical emergency leave must advise their immediate supervisor of such request at least thirty (30) days in advance of the anticipated commencement of said leave, unless an emergency prevents such notice. In that event, as much advance notice as possible shall be given.

4. The total amount of leave available to any employee is twelve (12) weeks in a "rolling year". Employees are entitled to FMLA leave up to twelve weeks in a year and such leave shall be calculated when first approved. Such FMLA leave is inclusive of both paid and unpaid leave.

5. Employees must request such leave in writing and are required, if requested by their immediate supervisor, to provide medical verification from the appropriate attending physician. Employees requesting such family or medical emergency leave may be examined by the City's physician to confirm eligibility for the leave.

6. Employees who request and are approved for an unpaid family medical or emergency leave shall continue to receive paid health insurance benefits, assuming the employee is otherwise eligible for such benefits in accordance with the provisions of the Agreement.

7. Such leave will be provided only in the following circumstances:

   (a) Birth of a child;

   (b) Adoption of a child or placement of a foster child;

   (c) To care for a sick spouse, child or parent suffering from a serious health condition where the employee's attendance is necessary to such care; or

   (d) To address the employee's serious health condition renders the employee incapable of performing the function of her/his job.

   "A serious health condition" is defined as an illness, injury, impairment or physical or mental condition that involves one (1) in-patient care in a hospital, hospice or residential medical facility, or (2) continuing treatment by a health care provider.

8. The City, in its sole discretion, may grant employees additional unpaid leave on a case-by-case basis as provided in Article XXIV, Section 24.14.

9. A husband and wife employed by the City of Willoughby Hills in any position or capacity are eligible for FMLA Leave up to a combined total of twelve (12) weeks of leave during the twelve (12) month period referenced in Section 37.1 if the leave is taken:

   (a) For the birth of the employee's son or daughter or to care for the child after birth;

   (b) For placement of son or daughter with the employee for adoption or foster care, or to care for the child after placement; or

   (c) To care for the employee's parent with a serious health condition

10. Any employee on an unpaid FMLA leave shall not receive any paid leave time or Kelly time off while on such unpaid leave.

ARTICLE XXXVIII CONFORMITY TO LAW

38.1 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, in accordance with Chapter 4117 of the Ohio Revised Code, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

38.2 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.

ARTICLE XXXIX TRAINING

39.1 All pre-approved tuition, costs of instructional material, and reasonable room, board, and travel expenses for mandatory (Employer required) training shall be paid for by the City. Travel will normally be by automobile; however, other means may be necessary and must be preapproved. Amounts of reimbursement for room, board, and meals shall be reasonable and consistent with current policy and practice. Any voluntary training approved by the Employer may be reimbursed at the Employer's discretion providing such voluntary training is pre-approved.

ARTICLE XL MISCELLANEOUS

40.1 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 genders shall be construed to include all of said genders. By 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.

40.2 All appendices and amendments to this Agreement shall be numbered, dated, and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

40.3 This Agreement and any future agreements shall be printed and supplied to each employee by the Employer within thirty (30) days after the final settlement at no cost to the employee.

40.4 It is understood and agreed that the use of headings before Articles and paragraphs are for convenience only and no heading shall be used in the interpretation of an Article or paragraph or affect the interpretation of an Article or paragraph.

40.5 All compensation shall be by direct deposit. However, should an employee be disadvantaged by direct deposit, the safety director shall provide an exemption from direct deposit. The employer shall reimburse an employee for all bank fees charged as a result of an error by direct deposit. The employer further agrees to correct any compensation errors within the next business day after discovery.

ARTICLE XLI WAIVER OF NEGOTIATIONS

41.1 The Employer and the Union acknowledges 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.

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

ARTICLE XLII FIRE DEPARTMENT SERVICE CANINES

42.1 Prior to commencement of Fire Department service, each canine must meet the following requirements.

1. Be voted on and approved by majority by Local 3149
2. Provide written proof of successful completion of an age appropriate obedience course by a recognized training facility or instructor.

42.2 Once the requirements have been met, the following directives will be followed.

1. The Canine will be enrolled in an AKC Canine Good Citizen course within six months of its start date with the Department. Completion of the CGC course is required within twelve months of its start date with the Department.
2. The Canine will remain on a lead at all times until the AKC CGC certification has been obtained.
3. Annual re-testing for re-certification of the AKC CGC certification is required.

42.3 Copies of all certifications will be kept on file in the administration office.

42.4 In the event there are any complaints regarding canine behavior, Local 3149 reserves the right to require the canine to be immediately on lead at all times and require remedial obedience training by a recognized training facility or instructor. The training will occur within three months of the complaint and owner will provide documentation upon completion.

42.5 In the event there are any complaints regarding canine behavior, Local 3149 reserves the right to require the canine to be immediately on lead at all times and require remedial obedience training by a recognized training facility or instructor. The training will occur within three months of the complaint and owner will provide documentation upon completion.

42.6 If the complaint is severe, as determined by majority vote of Local 3149, the canine may be immediately removed from the station until remedial training is obtained.

42.7 As the service of the canine is voluntary on the part of the owner, the owner will incur all cost for the training.

42.8 Any canine currently in service will be required to adhere to this procedure, and will obtain the required training within twelve months effective the approval date of the current contract.

42.9 Refusal to comply with any part of this procedure by the owner will result in immediate removal of the canine from the station. If, for any reason, the canine is removed from the station for remedial training or non-compliance on part of the owner, the Union must vote and by majority approve the return of the canine.

ARTICLE XLIII RESIDENCY

43.1 No person shall receive an appointment to any position in the Fire Department who is not a citizen of the United States and residency within Lake County or its adjoining counties. The Fire Chief may at his sole discretion, grant a reasonable extension of miles to the residency requirement contained herein. Any denials of extension requests are grievable by a direct appeal to the Mayor's level of the Grievance Procedure but shall not be subject to arbitration.

ARTICLE XLIV SUCCESSORS

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

ARTICLE XLV MANAGEMENT RIGHTS

45.1 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (1) hire, discharge, transfer, suspend and discipline employees for just cause; (2) determine the number of persons required to be employed, laid off or discharged; (3) determine the qualifications of employees covered by this Agreement; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; (8) determine the type of equipment used and the sequence of work processes; (9) determine the making of technological alterations by revising either process or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, transfer and/or consolidate work processes and facilities; (13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; (14) terminate or eliminate all or any part of its work or facilities.

45.2 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

ARTICLE XLVI DURATION

46.1 Except where otherwise provided, the Agreement shall be effective on November 23, 2014. The contract shall remain in full force and effect until 12:00 a.m. December 31, 2016.

46.2 The parties agree that the terms of this Agreement shall remain in full force and effect until a successor agreement is executed.

46.3 Successor negotiations of this Collective Bargaining Agreement shall be governed under O.R.C Section 4117.

ARTICLE XLVII EXECUTION

47.1 In witness whereof, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2014.

FOR THE UNION:

International Association of Fire Fighters, Local #3149

_____

FOR THE CITY:

The City of Willoughby Hills

_____
Robert M. Weger
Mayor