

ORDINANCE NO. 1-23

**AN ORDINANCE TO ACCEPT THE TENTATIVE AGREEMENT IN THE MATTER
OF THE CITY OF AVON AND THE INTERNATIONAL ASSOCIATION OF
FIREFIGHTERS, LOCAL #4310, SERB CASE NO: 2022-MED-09-1000
AND DECLARING AN EMERGENCY**

WHEREAS, the City of Avon, Ohio, (public employer) and the International Association of Firefighters (IAFF), Local #4310 (Union), reached a tentative agreement for a new collective bargaining agreement under the provisions of Chapter 4117 of the Ohio Revised Code (ORC); and

WHEREAS, the Union ratified the tentative agreement under the provisions of ORC §4117.10 on December 21, 2022; and

WHEREAS, pursuant to ORC §4117.10 the public employer has submitted the agreement to the Council of the City of Avon, as the legislative body, on December 27, 2022, and

WHEREAS, pursuant to ORC §4117.10 (B), the legislative body must approve or reject the submission as a whole, and the submission is deemed approved if the legislative body fails to act within thirty (30) days after the public employer submits the agreement; and

WHEREAS, upon review, the administration and the legislative body have determined that the tentative agreement is acceptable as a whole in consideration of the interests of the City of Avon and the interest and welfare of the public. Further, acceptance of tentative agreement is acceptance only as to specified wages, hours, terms and other conditions of employment for bargaining unit employees, and shall not be construed to establish fixed staffing levels nor to require specific departmental funding requirements.

**NOW THEREFORE, BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF
AVON, COUNTY OF LORAIN AND STATE OF OHIO:**

Section 1 - That the tentative agreement between the parties as submitted, to be effective from January 1, 2023 through December 31, 2025 is hereby accepted by the Council of the City of Avon, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference. Further, the Mayor is hereby authorized to execute on behalf of the City of Avon the final document reflecting this agreement.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were, unless otherwise exempted, in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of Avon, the immediate emergency being the necessity to act within thirty (30) days of the submission

of the agreement consistent with the provisions of ORC §4117.10(B); therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

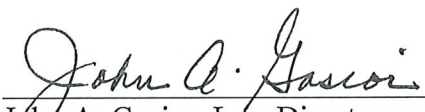
PASSED: January 3, 2023 DATE SIGNED: January 3, 2023

By: 
Anthony Moore, Council President Pro Tem

DATE APPROVED BY THE MAYOR: January 4, 2023

By: 
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:


John A. Gasior, Law Director

ATTEST:

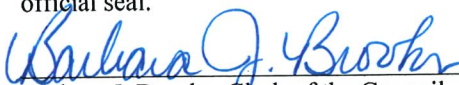

Barbara Brooks, Clerk of Council

Posted: January 5, 2023
Electronically and at City Hall
As Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 1-23, passed by the Council of said City on January 3, 2023.

IN WITNESS WHEREOF, I have on this 4th day of January, 2023, affixed my signature and official seal.


Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

AGREEMENT

BETWEEN

THE CITY OF AVON

AND

**THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS
LOCAL # 4310, AFL-CIO**

Effective January 1, 2023

through December 31, 2025

SERB Case No. 2022-MED-09-1000

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AGREEMENT AND PURPOSE

Agreement. This agreement is hereby entered into between the City of Avon, Ohio, hereinafter referred to as the “City,” and the International Association of Firefighters Local # 4310, AFL-CIO, representing full-time employees in the City of Avon, and hereinafter referred to as the “Union” or “Local #4310.”

Purpose. This agreement is made for the purpose of promoting harmonious relations between the City and its employees; to set forth the full and complete understandings and agreements between the parties governing wages, hours, terms, and other conditions of employment consistent with Chapter 4117 ORC for those employees included within the bargaining unit as defined herein; and to establish a peaceful procedure for the resolution of differences which may arise under this agreement.

Definitions. “City,” “Employer,” and “Management” mean the City of Avon, Ohio. “Employee” or “member” means full-time bargaining unit employees (Captain/Paramedic, Lieutenant/Paramedic, Firefighter/Paramedic) employed by the City.

“Union” or “Local 4310” means the International Association of Firefighters, Local 4310, AFL-CIO.

The male pronoun or adjective where used herein refers to the female also, unless otherwise indicated.

ARTICLE 1 **RECOGNITION**

1.01. The City hereby recognizes the Avon Firefighters, Local #4310 of the International Association of Firefighters, AFL-CIO as the sole and exclusive representative of all full-time employees within classifications included under the SERB certification, excluding the Chief of Fire and the Assistant Chief of Fire.

The SERB-certified bargaining unit includes full-time employees within the following classifications:

Captain/Paramedic
Lieutenant/Paramedic
Firefighter/Paramedic

1.02. If a new classification is created within the Department of Fire with functions and duties that are not managerial, administrative, confidential, clerical, or those performed by other City employees excluded from the bargaining unit, the Employer will notify the Union of the newly created classification and meet to discuss inclusion within/exclusion from the bargaining unit.

Should the parties agree that the new classification is to be included in the bargaining unit, the Employer and the Union shall file a joint petition to amend or clarify the bargaining unit with the State Employment Relations Board (SERB).

Should the parties disagree on the inclusion/exclusion of the new classification, the Union or the Employer may individually petition SERB to amend or clarify the bargaining unit.

ARTICLE 2

MANAGEMENT RIGHTS

2.01. Except as expressly limited by a specific provision(s) of this agreement, the management of the Employer's operations, in all of their phases and details, the control of its premises, and the direction and control of the employees shall remain vested in the Employer. The Employer's rights shall include, but in no way be limited to, the following:

1. To determine matters of inherent managerial policy, which include but are not limited to, areas of discretion or policy such as functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure.
2. To direct, supervise, evaluate, or hire employees.
3. To maintain and improve the efficiency and effectiveness of governmental operations.
4. To determine the overall methods, processes, means, or personnel by which governmental operations are to be conducted.
5. To suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees.
6. To determine the adequacy of the workforce.
7. To determine the overall mission of the employer as a unit of government.
8. To effectively manage the work force.
9. To take actions to carry out the mission of the public employer as a governmental unit.

2.02. The exercise of any rights, power, authority, duty, or responsibility by the Employer, and the adoption of such rules, regulations, and policies as may be deemed necessary, and as they apply to employees in the bargaining unit, shall be limited only by the specific express terms of this agreement.

2.03. The conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists from the examinations, and the original appointments from the eligible lists are not appropriate subjects for collective bargaining.

2.04. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement.

ARTICLE 3 **UNION RIGHTS**

3.01.

- A. The Union shall have the right to appoint or elect up to two (2) representatives and up to two (2) alternates from the bargaining unit, and a representative from the IAFF, and such representatives shall be recognized by the City to represent the Union in contractual and labor/management related matters. The names of Union members so selected shall be certified in writing to the City, and no individual shall be recognized by the City until such written certification has been submitted.
- B. The written certification to the Employer of selected Union representatives shall be kept current at all times and shall include the following:
 - 1. Name;
 - 2. Address;
 - 3. Home and/or cell phone number;
 - 4. Shift and immediate supervisor;
 - 5. Union office/designation held.

3.02. The City agrees that during working hours, on City-owned premises, without loss of regular time or compensation and without interruption of services or disruption of the duties of other employees, Union representatives shall be permitted reasonable time to:

- 1. Transmit communications, authorized by the Union or its officers, to the City or its representatives.
- 2. Consult with City representatives, Union officers, or other Union representatives concerning the enforcement, interpretation, application, or claim of violation of any provision of this agreement.
- 3. Attend predisciplinary conferences when requested by an affected member.

3.03. The Union may conduct Union meetings on a monthly basis on City property, provided that the meetings shall be scheduled and conducted so as not to interfere with the effective operation of the division and have the advance approval of the Chief of Fire/designee. When the Union holds a meeting off City property in the City of Avon, one (1) officer of the Union, who is working at the time the meeting is held, may be approved to attend the meeting without suffering loss of time or compensation, provided that the officer's absence does not result in the division

being inadequately staffed, that his attendance has been prior approved by the Chief/designee, and that the officer will respond immediately if notified to return to work.

3.04. A Union representative(s) and affected employee shall not suffer any loss of straight time earnings for time spent in grievance meetings or predisciplinary meetings during their regularly scheduled work hours.

3.05. Two (2) Union representatives appointed by the Executive Board shall be granted time off without loss of time or compensation to perform their Union functions including attendance at conventions, conferences and seminars. Said representatives shall be granted time off to attend one (1) convention per year, two (2) District meetings per year, and two (2) seminars or conferences per year. Each representative may be granted up to four (4) tours of duty each for a maximum cumulative total of eight (8) tours per year. Attendance at any convention, meeting conference or seminar will not be permitted unless at least nine (9) calendar days notice is received by the Fire Chief.

3.06. The City agrees to allow the Union to install and maintain, at their cost, the proper lines necessary to run a fax machine and computer owned by the Union. The Union shall comply with all City policies and procedures relative to computer and internet use.

3.07. The Union agrees that no representative of the Union, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

ARTICLE 4 **BULLETIN BOARDS**

4.01. The Employer agrees to provide the Union a 2' x 4' bulletin board for posting of authorized materials as set forth herein.

4.02. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments/elections/election results;
- D. Rulings or policies of the Union.

All other notices of any kind not covered in "A" through "D" above must receive prior approval of the Chief of Fire or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

1. Reporting, commentary, endorsement, criticism, or any other statement which is politically motivated or considered of a political nature, except as provided in "C" above;
 2. Personal attacks upon any other member or any other employee, or elected officeholder;
 3. Attacks on any employee organization, regardless of whether the organization has local membership.
- 4.03. No Union-related materials of any kind may be posted anywhere in the Employer's facilities except on the bulletin board designed for use by the Union.

ARTICLE 5

NO STRIKE/NO LOCKOUT

5.01. The Union shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, work stoppage, or interference of any kind in the operation of the Fire Department.

5.02. The Union shall at all times cooperate with the City in continuing the operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 5.01. Should any violation of this article occur, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other interference with the Fire Department operations is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall order all employees to return to work at once.

5.03. It is further agreed that any violation of the above provisions will be sufficient grounds for disciplinary action, including discharge. Employees shall not have appeal or recourse over disciplinary action taken in accordance with these provisions. However, the issue as to whether an employee participated in any strike/work stoppage/interference with Fire Department operations may be subject to the grievance procedure contained within this agreement.

5.04. The City shall not lockout any employee for the duration of this agreement provided there is no violation of Section 1 of 2 herein.

ARTICLE 6

NON-DISCRIMINATION

6.01. The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws and affirmative action requirements. The parties agree that insofar as practicable, the provisions of this agreement will be applied without regard to race, color, religion, ancestry, national origin, sex, age, military status, veteran's status, genetic information, or disability, except where a bona fide occupational qualification exists.

6.02. The Employer and the Union recognize the rights of employees to join, assist, or participate in the Union and lawful concerted activities, and the right of employees to refrain

from joining, assisting, or participating in the Union and lawful concerted activities. The Employer agrees not to interfere with the rights of employees to become members of the Union, and agrees there shall be no interference, restraint, or coercion against any employee because of any lawful activity in an official capacity on behalf of the Union, provided that activity does not conflict with the terms of this agreement. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and agrees there shall be no interference, restraint, or coercion against any employee exercising the right to abstain from involvement in Union activities.

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

ARTICLE 7

RULES AND REGULATIONS

7.01. The Union recognizes the right of the Employer to establish reasonable work rules, regulations, policies, and procedure (rules).

7.02. New or modified rules will, except in case of emergency, be discussed in a labor/management meeting at least ten (10) calendar days in advance of their effective date, and provided to employees at least seven (7) calendar days in advance.

An official copy of rules will be maintained at the Fire Department and be available for review by employees.

7.03. Any action of the Employer pursuant to Section 1 above may be challenged by the Union as being unreasonable, arbitrary, discriminatory, or a violation of the Agreement by the filing of a grievance at Step 2 of the Grievance Procedure set forth in Article 23.

ARTICLE 8

PROBATIONARY PERIOD

8.01. Initial Probation. All newly hired employees shall be required to serve an initial probationary period of one (1) year. During the initial probation, the Employer shall have the right to discipline or discharge such employee(s) without restriction and such action shall not be appealable through the Grievance or Arbitration Procedures herein contained or to any Civil Service Commission. Employees shall be moved to the next step on the salary schedule after one (1) year of employment. Any part-time firefighter moving to full-time firefighter shall be considered a newly hired employee for purposes of this article.

8.02. If an employee is discharged or quits while on probation, and is later rehired, he shall be considered to be a newly hired employee.

8.03. Promotional Probation. All employees who are promoted shall serve a probationary period of one (1) year. During promotional probation, the Employer shall have the right, without restriction, to reduce such employees. Any such reduction shall not be appealable through the Grievance or Arbitration Procedures herein contained or to any civil service proceedings.

Nothing herein shall limit the Employer's ability to discharge for cause consistent with other provisions of this agreement.

8.04. Probationary employees shall be evaluated by the immediate supervisor and the Chief/designee, not less than once each ninety (90) days during the probationary period. Evaluation shall be in writing and reviewed with the employee. More frequent evaluations may be conducted at the discretion of the Chief/designee.

8.05. Extended absences of two (2) work weeks or more during initial or promotional probation shall extend the probationary period by the actual number of days of absence.

ARTICLE 9 **SICK LEAVE**

9.01. Sick leave shall be defined as an absence with pay necessitated by: 1) illness, including pregnancy, or injury to the employee, and as medically necessary; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) illness or injury in the employee's immediate family where the employee's presence is medically or reasonably necessary.

In the case of a male shift employee, up to three (3) shifts of sick leave may be utilized for the birth of a child. In the case of a male forty (40) hour per week employee, up to five (5) days of sick leave may be utilized for the birth of a child.

9.02. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, child(ren), or parent.

9.03. Full-time employees shall be eligible to accumulate up to the equivalent of ten (10) hours per month for forty (40) hours per week employees and thirteen (13) hours per month for shift employees.

9.04. A new employee shall receive 78 hours of sick leave at the time of hire and will not begin to accumulate additional sick leave according to section 9.03 above, until the completion of their sixth (6th) month of employment. Should the employee separate prior to completion of the six (6) month period, they shall receive credit for accrued hours using the calculation established in section 9.03. In the event the employee uses more time than accumulated during the six (6) month period and is separated from service, the city shall be reimbursed for any hours in arrears and such cost will be withheld from the employee's final pay.

9.05. Absence for a fraction or part of a day that is chargeable to sick leave in accordance with these provisions shall be charge proportionately first in a minimum increment of one (1) hour, and then in one-half (1/2) hour increments thereafter.

9.06. An employee who is to be absent on sick leave shall notify the officer on duty of such an absence and the reason therefore as soon as possible and at least one (1) hour before the start of the shift that he is scheduled to work. Failure to do so may be cause for denial of sick leave with pay for the period of absence unless emergency conditions make timely notification impossible.

9.07. Any employee fraudulently obtaining or attempting to obtain sick leave shall be disciplined, up to and including discharge, inclusive of a refund of any salary or wages paid. Excessive or patterned use of sick leave shall also be just cause for discipline. The City may initiate investigations when an employee is suspected of abusing his sick leave privilege. Discipline for sick leave abuse of excessive use of sick leave must be for just cause.

9.08. The City may require an employee who has been absent due to a personal illness or injury, prior to and as a condition of his return to duty, to provide acceptable medical documentation and/or 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 work will not jeopardize the health and safety of other employees. The medical examination, if required, shall be limited to the purpose of determining whether or not the employee is able to perform the duties of his job, which determination shall be reported in writing by the examining physician so selected by the City, to the City and to the employee, and the costs therefore shall be paid by the City.

9.09. A shift employee requesting sick leave with pay for two (2) consecutive work days or more will be required to present a written statement from a physician or other certified medical practitioner certifying that the employee's condition prevents him from performing the duties of his position, before sick leave will be approved. If the condition continues for more than seven (7) calendar days, medical documentation, including the expected date of return, must be submitted by the employee. It shall be the responsibility of the employee to ensure that such medical documentation remains current. Forty (40) hour per week employees shall be required to provide medical documentation for absences of three (3) consecutive work days or more. Medical documentation is necessary for usage of sick leave for two (2) consecutive work days or more due to the illness or injury of an immediate family member.

9.10. All shift employees who have accumulated more than one thousand two hundred (1,200) hours of sick time may convert up to two (2) regular average work weeks of such excess sick leave to cash at the rate of two (2) hours of sick leave for one (1) hour of pay, to a maximum of one (1) regular average work week of pay per calendar year. All forty (40) hour per week employees who have accumulated more than eight hundred forty-eight (848) hours of sick time may convert up to two (2) regular average work weeks of such excess sick leave to cash at the rate of two (2) hours of sick leave for one (1) hour of pay, to a maximum of one (1) regular average work week of pay per calendar year. Requests to convert sick leave to cash must be submitted not later than January 10 of the applicable year.

9.11. Upon service or disability retirement, a shift employee shall be paid for any accumulated, unused paid sick leave at the ratio of one (1) hour's pay for each two (2) hours accumulated, up to a maximum of twelve hundred (1200) hours of pay. Upon service or disability retirement, a forty (40) hour per week employee shall be paid for any accumulated, unused paid sick leave at the ratio of one (1) hour's pay for each two (2) hours accumulated, up to a maximum of nine hundred sixty (960) hours of pay.

To be eligible for retirement under this section, the employee shall have worked full-time for the City for at least ten (10) years and shall have been approved under the pension system for disability or service retirement.

ARTICLE 10 **FUNERAL LEAVE**

10.01. If a death occurs within an employee's immediate family, the employee shall be granted funeral leave without loss of pay or benefits, in accordance with the following schedule:

	<u>Shift</u> <u>Employees</u>	<u>Forty (40) Hour</u> <u>Per Week Employees</u>
1) Spouse, Son, Daughter, Step-Children, Mother, Father, Step-Parents	Two (2) tours of duty	Four (4) days
2) Sibling (including step-sibling or half-sibling), Grandparents, Grandson/Daughter, Mother/Father in-law, Brother/Sister-in-law, Grandparents-in-law	One (1) Tour	Three (3) days

10.02. Funeral leave may be extended at the discretion of the Director of Safety, based on an individual circumstance. Such extra time off will be utilized out of the employee's paid leave accounts, including holiday, compensatory time, sick time, and vacation time.

ARTICLE 11 **EMERGENCY LEAVE**

11.01. In the case of a sudden or serious illness or emergency in the employee's immediate family, and upon securing approval of the Chief of Fire or his designated representative, the employee may be granted time off without any loss of compensation or benefits not to exceed four (4) hours, to aid the family and complete any urgent business concerning the emergency. Upon completion of said emergency, the employee shall return immediately to duty. In the event that an employee is denied emergency leave, said employee has the right to appeal that decision directly to the Chief of Fire. Should the employee be denied emergency leave by the Chief of Fire, the employee shall have the right to appeal to the Safety Director of the City of Avon.

Should the employee be denied emergency leave by the Safety Director of the City of Avon, the employee has the right to appeal to the Mayor of the City of Avon.

11.02. If emergency leave is granted and additional time is necessary, the Chief of Fire/designee may approve sick leave or another leave bank as applicable on an hour-for-hour basis as necessary.

ARTICLE 12

JURY DUTY LEAVE

12.01. Any employee called for jury duty or subpoenaed as a witness, either Municipal, County, or Federal, shall be granted a leave of absence without loss of pay, benefits, vacation time, or compensatory time for the duration of the required jury duty.

12.02. The leave of absence for jury duty or being subpoenaed as a witness shall begin at twenty-two hundred hours (2200) on the date prior to the first required reporting date. The leave of absence shall continue until the next scheduled duty day following termination of jury duty or subpoenaed witness. However, if the employee is released on or before nineteen hundred (1900) hours, the employee shall return for the remainder of his shift.

12.03. Any compensation received by the employee from the court of record for such jury duty for scheduled work days shall be turned over to the City.

ARTICLE 13

ON DUTY INJURY LEAVE

13.01. In the event of an occupational injury incurred as a direct result of performing a lawful and assigned duty or sworn function within the scope of the employee's job duties and authority, said employee shall be entitled to on-duty injury leave (ODIL) in an amount not to exceed two hundred seventy (270) consecutive calendar days when the injury is timely reported, recommended by the employee's department head/designee, and verified by a competent physician as a disabling injury. The City reserves the right, at its cost, to require the employee to see a physician of its choice before injury leave may be granted.

13.02. To receive on-duty injury leave with pay, the employee must:

- A. Immediately notify the department head/supervisor when an incident or accident occurs.
- B. Complete an Incident/Accident Report to be forwarded to the Department Head within thirty-one (31) hours of the incident or accident and seek appropriate medical attention. When an employee is hospitalized or otherwise unable to complete the report, the supervisor or department head shall initiate the form.
- C. Complete a Request for Injury Leave form.

- D. Where applicable as requested by the Assistant Finance Director/designee, execute a release (reimbursement agreement), which obligates the employee to reimburse the City the amount of the Workers' Compensation benefits received for lost wages during the same time period the employee collected injury leave. Any employee who applies for lost wages must submit such payments to the City for the period which the employee also received ODIL.
- E. Attend a medical examination/evaluation whenever scheduled with a physician/medical provider selected and paid for by the City.

13.03. Injury leave shall not be cumulative, i.e., an employee may receive injury leave only once for each work-related accident/injury. When an employee requests injury leave for a disputable illness/accident and is denied, the employee may be subsequently credited with such leave upon a favorable decision by the Bureau of Workers' Compensation (BWC), provided that the City may appeal or otherwise contest a decision, in which case, injury leave will be credited only when the City either exhausts its remedies or accepts the judgment rendered by the BWC.

13.04. In the event an employee's claim for medical/lost wages is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged for all time lost from work, first against sick leave, then against vacation leave and any other accrued compensable leave time. If the employee does not have enough compensable leave to cover all time off, the employee shall be responsible to repay the difference to the Employer.

13.05. An employee may be offered transitional work or modified duty by the City, consistent with the restrictions/limitations of the employee's physician or a physician selected by the City, when determined appropriate by the City, and when the following requirements are met:

- A. The assignment must be medically suitable. The employee must be capable of performing the work without violating any medical restriction or limitation.
- B. The assignment must fulfill a necessary job function or functions. The City shall not be required to "create work" and the availability of work at one time shall not mean that the work will always be available for transitional work within a department or within the City.
- C. The assignment must be anticipated to be temporary.
- D. The employee must have the capability (knowledge, skills, and abilities) necessary to properly perform the work.

The availability of transitional work and/or modified duty assignments is solely determined by the City in consideration of operational and staffing needs as well as capability of the affected employee, is not guaranteed, and is subject to approval of the Mayor/designee.

13.06. An employee forfeits all rights to any on-duty injury leave (wage continuation payments) or transitional work for which the employee would otherwise have been entitled, if the employee:

- A. engages in work with any other entity, whether part-time or full-time, while receiving ODIL payments; however, part-time work will be allowed if the work is consistent with any medical limitations;
- B. terminates employment for any reason;
- C. fails to act in a manner which is conducive to being off work convalescing from a job-related injury;
- D. refuses to perform light, modified, or transitional duty when offered by the City;
- E. refuses to return to regular duty after being released by the treating physician or a physician selected City.

13.07. An employee may return to full duty upon authorization by the employee's attending physician or by a physician of the City's choice. "Authorization" refers to and must include the physician's review of the employee's position description and a certification that the employee is fit to perform the essential duties described therein. In the event of a conflict between the attending physician and the physician selected by the City, the matter of fitness for duty shall be referred to a mutually agreed upon physician (or if mutual agreement is not reached, by a physician selected by the City's MCO) whose opinion shall be binding on the parties. The cost of the third physician shall be born equally between the parties.

ARTICLE 14 **MILITARY LEAVE**

14.01. An employee shall be granted a military leave in accordance with Local City Ordinance No. 170-01, or any amendment thereof. However, should any such amendment provide for less than what is provided by state or federal law, the higher standard shall be applied.

ARTICLE 15 **UNIFORM ALLOWANCE**

15.01. Each newly hired full-time firefighter/paramedic shall, during the first year of employment, be provided turnout gear and the following items:

One (1) Class A Uniform
Three (3) Class B Uniforms
Six (6) Department Tee-Shirts
Three (3) Job Shirts
One (1) Jacket/Coat
One (1) Winter Hat
One (1) Safety Vest

15.02. Each full-time employee of the Fire Department, excluding Dispatchers, shall after the first year of full-time employment, receive a yearly uniform allowance of one thousand one hundred fifty dollars (\$1,150).

15.03. In the event of damage to uniform items, including watches and prescription eyeglasses, which damage occurs in the active discharge of the employee's duties suppressing fires or performing emergency medical procedures, the City shall pay the difference between the amount of reimbursement from the employee's personal insurance, court ordered recovery and/or workers' compensation, and the cost of repair or replacement at the current fair market value. The City's monetary reimbursement obligation for repair or replacement of the following articles shall not exceed the amounts set forth below:

- | | | |
|----|-------------------------|----------|
| 1. | Watch | \$ 30.00 |
| 2. | Prescription Eyeglasses | \$100.00 |
| 3. | Uniform Jacket | \$200.00 |

Line of duty damage shall be reported immediately to the Chief of Fire. Upon approval of the Chief of Fire and the Director of Safety, the above-noted payment shall be forwarded to the Department of Finance for processing of payment to the employee. Workers' compensation claims will be filed by the employee where applicable. In the event the City reimburses the employee prior to the employee's receipt of personal insurance, court ordered recovery, and/or workers' compensation, reimbursement to the City will be made upon receipt of any monetary award by the employee.

15.04. Annual uniform allowances will be issued to employees currently in active pay status with one-half (1/2) paid in April and one-half (1/2) paid in September.

ARTICLE 16 **LONGEVITY**

16.01. Each full-time employee shall be entitled to and will receive longevity pay under the following schedule:

Completed Years of Service	Amount
5	\$500.00
6	\$625.00
7	\$750.00
8	\$875.00
9	\$1,000.00
10	\$1,125.00
11	\$1,250.00
12	\$1,375.00
13	\$1,500.00
14	\$1,625.00

15	\$1,750.00
16	\$1,875.00
17	\$2,000.00
18	\$2,125.00
19	\$2,250.00
20	\$2,375.00
21	\$2,500.00
22	\$2,625.00
23	\$2,750.00
24	\$2,875.00
25 or more	\$3,000.00

Longevity pay shall be computed only on years of full-time service with the City, and shall not be pro-rated. Longevity shall be paid in the month of June based upon years of service as of December 31, of the applicable calendar year. An employee leaving the service of the Employer prior to completing a year of service for which he has already been paid longevity shall have such excess longevity amount deducted from his final pay.

ARTICLE 17 **HOLIDAYS**

17.01. The recognized holidays for full-time bargaining unit employees shall include the following:

1. New Year's Day
2. Martin Luther King Day
3. Easter
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve
11. Christmas Day

17.02. Shift employees who have completed one (1) year of service as of January 1 of the applicable calendar year shall receive five (5) tours of duty as holiday pay or time in consideration of all of the designated holidays as set forth above, provided the employee works the regularly scheduled days surrounding the holiday, and when scheduled, the holiday itself.

Employees with less than one (1) year of service as of January 1 of the applicable calendar year shall receive holiday time on a pro-rated basis.

Forty (40) hour per week employees who have completed one (1) year of service as of January 1 of the applicable calendar year shall receive eight (8) hours of holiday pay or time, as applicable, for each of the designated qualifying holidays. Employees with less than one (1) year of service as of January 1 of the applicable year shall receive holiday time on a pro-rated basis.

Holiday time not used or scheduled shall be paid in the first pay of December of the applicable calendar year.

An employee who separates from service during the year, after having utilized a greater amount of holiday time than he is otherwise entitled to on a prorated basis, shall be required to pay back such excess through an offset from his final pay or separation payment. An employee who separates from service during the year, having not yet utilized the prorated amount of holiday time to which he is entitled, will receive a cash payment for the value of the unused time in his final pay or separation payment.

17.03. In addition to the recognized holidays set forth above, employees shall be entitled to three (3) personal holidays (i.e., two personal holidays plus the employee's birthday). Each personal holiday shall be equivalent to one (1) twenty-four (24) hour tour for shift employees and one (1) eight (8) hour day for forty (40) hour employees, and may be taken with the prior approval of the Chief/designee. The personal "birthday" holiday can be taken at any time within the calendar year with the prior approval of the Chief/designee. Employees with less than one (1) year of service in the applicable year shall receive personal holiday time on a prorated basis.

17.04.

- A. If a shift employee is required to work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day, where such work is a regular shift day (part of his regular tour of duty), he shall be entitled to pay for all hours of such time worked at one and one-half (1 1/2) times his regular base rate of pay (i.e., regular pay plus half-time).
- B. Any employee called in to work on New Year's Day, Independence Day, Thanksgiving Day, or Christmas Day shall be entitled to double time for all such hours actually worked.

ARTICLE 18 **VACATIONS**

18.01. All full-time bargaining unit employees with the Department of Fire shall be eligible for vacation with pay in accordance with the following:

- A. Years of Service Defined. "Years of service," for the purposes of this section, means continuous uninterrupted full-time service.
- B. Amount of Vacation

Full-time bargaining unit personnel shall be eligible for vacation in accordance with the following schedule:

<u>Completed Years of Full-Time Service</u>	<u>40 Hours/Week Employees</u>	<u>Shift Employees</u>
(>1)	Prorated 80 hours	Prorated 120 hours
(1)	80 hours	120 hours -5 tours
(5)	120 hours	168 hours -7 tours
(10)	136 hours	192 hours -8 tours
(15)	160 hours	216 hours - 9 tours
(20)	200 hours	264 hours - 11 tours

Vacation will be credited in accordance with the payroll system(s) adopted by the Department of Finance.

- C. Vacation Scheduling. Vacations shall be taken, subject to operational and staffing needs, at a time scheduled and approved by the Chief of Fire/designee, who shall be responsible for the reporting of authorized vacation taken to the Director of Finance/designee.

The Chief of Fire shall determine the number of rank personnel and firefighter/paramedic personnel who may request and be approved for vacation within any given week of the applicable calendar year.

Vacation requests shall be for full work days, except that forty (40) hour employees may split up to four (4) days (thirty-two [32] hours) into increments of four (4) hours, shift employees may split up to four (4) tours (ninety-six [96] hours) into increments of twelve (12) hours.

Vacation requests shall normally be submitted at least fifteen (15) calendar days in advance of the date(s) being requested. The fifteen (15) calendar day requirement may be waived at the discretion of the Chief. In the event of a conflict with another employee requesting the same dates, the employee with the most seniority shall prevail, except that requests encompassing a full calendar week (e.g., Sunday through Saturday) or more will be given preference irrespective of seniority.

18.02. Vacations earned shall be taken within one (1) year from the vacation calculation date, except that each employee shall be able to bank the equivalent of five (5) tours/days (i.e., 120 hours for shift employees and 40 hours for 40 hours per week employees) of vacation time, which must be used during the following calendar year.

18.03. The vacation calculation date shall be December 31 of each year. All vacations earned in the current year will be calculated on the basis of the months or years of continuous service completed by December 31 of the preceding year. Employees with less than one (1) year of service as of December 31 of the applicable calendar year shall receive vacation on a prorated basis (from the date of hire to December 31). Such prorated vacation leave shall not accrue until December 31 and may be used no earlier than January 1 of the following calendar year.

18.04. In the event of termination of employment for any reason, an employee shall be paid the full cash amount for any and all accrued and unused vacation leave, including an vacation leave carried over from the previous year, upon separation from service.

If, for any reason, an employee wishes to work rather than take a vacation, there shall be no double pay allowed.

18.05. Employees are eligible for prior service credit for continuous, full-time service with the State of Ohio, Ohio County, or another Ohio city. It is the responsibility of the employee to obtain and submit documentation from previous employers within thirty (30) calendar days of commencement of employment.

ARTICLE 19 **HOURS OF WORK**

19.01. Hours and Schedules. These provisions are intended to define the normal range of work hours for regular full-time bargaining unit employees for the purposes of overtime compensation, and shall not be considered as a guarantee of work per day or per week. Nothing contained herein shall be construed to prevent the Employer from restructuring the normal work day, platoon system, or from establishing work schedules.

19.02. Work shifts, assignments, and schedules shall be established by the Employer. The normal shift schedule currently consists of a twenty-four (24) hours period on duty, commencing at 7:00 A.M., followed by a forty-eight (48) hours period off duty. The work year shall consist of fifty-two (52) weeks per year, thirteen (13) twenty-eight (28) day work periods.

The Department of Fire, through the Chief/designee(s), and as approved by the Director of Safety, may institute alternate schedules provided that average hours worked do not exceed two hundred twelve (212) hours in a twenty-eight (28) day period. Work shifts shall normally consist of a twenty-four (24) hour period on duty followed by forty-eight (48) hours off duty. Leveling off time will be scheduled, or authorized with prior approval of the Chief of Fire/designee, during each scheduling period that would exceed permissible straight time hours of work. Leveling off time will be considered an unscheduled day.

The work schedules for shift employees, as set forth above, shall not normally exceed an average of fifty and three-tenths (50.3) hours per week or two thousand six hundred fifteen and six-tenths (2,615.6) per year, based upon a two hundred one and two-tenths (201.2) average hours in each twenty-eight (28) day work period, and based upon a perpetual calendar. The work year shall consist of fifty-two (52) weeks per year, thirteen (13) twenty-eight (28) day work periods. Shift employees will utilize 296.4 hours of "relief time" or "leveling off time" per year to attain the average 50.3 hour work week (e.g., thirteen [13] tours [24 hour days] for one [1] year and twelve [12] tours [24 hour days] for two [2] years out of a three [3] year cycle). Leveling off time will be scheduled, or authorized with prior approval of the Chief of Fire/designee, during each scheduling period that would exceed permissible straight time hours of work. Leveling off time will be considered an unscheduled day.

One (1) Lieutenant/Paramedic and/or Captain/Paramedic(s) may be assigned to a forty (40) hour work week schedule with the assignment made at the discretion of the Chief of Fire and with the approval of the Director of Public Safety and the Mayor.

19.03. Basic Rate of Pay. The basic rate of pay or regular rate of pay for a shift position shall be computed on the basis of the applicable annual compensation for the position divided by two thousand six hundred fifteen and six-tenths (2,615.6) hours. Shift employees shall be compensated on a salary basis, based upon an average of 100.6 hours bi-weekly pay period, provided the employee remains working and/or in active pay status (paid status).

The annual compensation for an employee assigned to a forty (40) hour work week schedule shall be computed based upon the regular hourly rate of pay multiplied by a projected two thousand eighty (2080) hours. In the case of a salaried forty (40) hour per week employee, the annual compensation shall be divided by two thousand eighty (2080) hours to determine the hourly rate equivalent.

19.04. Overtime Pay and Call Back. The Employer shall determine the necessity for excess hours or overtime.

When a shift employee is required by the Employer to work in excess of the 201.2 hours of work in a twenty-eight (28) day work period, or the employee works and is active pay status for more than 201.2 hours in a twenty-eight (28) day work period, the employee shall be compensated for all such hours worked or in paid status in excess of 201.2 hours of work at time and one-half (1 1/2) his regular pay.

Any bargaining unit shift employee who is called back to duty during an emergency (emergency overtime), where such time does not abut his regularly scheduled shift, shall be guaranteed three (3) hours of call back pay at time and one-half (1 1/2). The Employer shall have the right to retain and require the employee to engage in productive work for the full three (3) hours, at the discretion of the Chief or his designee. This provision shall not apply to any schedule change(s), scheduled overtime, or non-emergency overtime. Unworked minimum call-back hours shall not apply for purposes of overtime computation; however, an employee shall be compensated at the highest of either the actual hours worked or the minimum call-back hours.

Any bargaining unit shift employee who is called back to duty during the three (3) hour period preceding the start of his shift shall be entitled to overtime pay at time and one-half (1 1/2) for actual hours.

Holdover Pay. If a bargaining unit employee is "held over" and required to work fifteen (15) minutes or more beyond the regular schedule, the employee will be paid one (1) hour of holdover time. If a bargaining unit employee is "held over" and required to work less than fifteen (15) minutes beyond the regular schedule, the employee will not be compensated any additional time. Compensation shall be at straight time or overtime in accordance with the provisions herein.

There shall be no pyramiding or duplication of overtime and/or premium pay for the same hours; i.e., premium or overtime compensation shall not be paid more than once for the same hours worked.

19.05. At their option, employees may elect to take overtime compensation in the form of pay or compensatory time off. Conversion of overtime to compensatory time is available for whole hour increments only. Employees may not accrue nor use more than one hundred ninety-two (192) hours of compensatory time at any one time or use more than one hundred ninety-two (192) hours in any calendar year. If an employee does not indicate an election for compensatory time, or has an accumulation of the maximum number of compensatory hours, the employee shall be paid for the overtime. Requests for overtime compensation or compensatory time shall be made within the same work period the overtime was earned. Compensatory time off shall be scheduled in advance at the request of the employee subject to the approval of the Chief and operational needs.

An employee may convert compensatory time to "cash" in an amount not to exceed fifty (50) hours in any calendar year. Conversion must be requested in writing to the Chief/designee and the Department of Finance at least two (2) weeks in advance of the anticipated conversion.

Compensatory time conversion to cash may occur only in June and/or December of the calendar year.

ARTICLE 20

WAGES

20.01. Effective with the first pay of calendar year 2023, all bargaining unit employees shall be paid a one-time, non-pensionable lump sum bonus of seven hundred and fifty (\$750.00) dollars.

Wages and compensation for bargaining unit employees shall be as set forth below:

Effective with the 1st pay of calendar year 2023 (3.0%)

Classification	Weekly hours	Hourly Equivalent	Annual
Captain/Paramedic - 1 Year	50.3	\$41.62	\$ 108,854.97
Captain/Paramedic - 1 Year	40	\$52.33	\$ 108,854.97
Captain / Paramedic - Entry	50.3	\$39.54	\$ 103,412.23
Captain / Paramedic - Entry	40	\$49.72	\$ 103,412.23
Lieutenant/Paramedic - 1 Year	50.3	\$36.99	\$ 96,759.97
Lieutenant/Paramedic - 1 Year	40	\$46.52	\$ 96,759.97
Lieutenant/Paramedic - Entry	50.3	\$35.14	\$ 91,921.97
Lieutenant/Paramedic - Entry	40	\$44.19	\$ 91,921.97
Firefighter/Paramedic			
3 Years	50.3	\$32.88	\$ 86,008.86
2 Years	50.3	\$31.26	\$ 81,763.19
1 Year	50.3	\$29.66	\$ 77,586.03
Start	50.3	\$28.03	\$ 73,306.10

Effective with the 1st pay of calendar year 2024 (3.0%)

Classification	Weekly hours	Hourly Equivalent	Annual
Captain/Paramedic - 1 Year	50.3	\$42.87	\$ 112,120.62
Captain/Paramedic - 1 Year	40	\$53.90	\$ 112,120.62
Captain / Paramedic - Entry	50.3	\$40.72	\$ 106,514.60
Captain / Paramedic - Entry	40	\$51.21	\$ 106,514.60
Lieutenant/Paramedic - 1 Year	50.3	\$38.10	\$ 99,662.77
Lieutenant/Paramedic - 1 Year	40	\$47.91	\$ 99,662.77
Lieutenant/Paramedic - Entry	50.3	\$36.20	\$ 94,679.63
Lieutenant/Paramedic - Entry	40	\$45.52	\$ 94,679.63
Firefighter/Paramedic			
3 Years	50.3	\$33.87	\$ 88,589.13
2 Years	50.3	\$32.20	\$ 84,216.09
1 Year	50.3	\$30.55	\$ 79,913.61
Start	50.3	\$28.87	\$ 75,505.28

Effective with the 1st pay of calendar year 2025 (3.0%)

Classification	Weekly hours	Hourly Equivalent	Annual
Captain/Paramedic - 1 Year	50.3	\$44.15	\$ 115,484.24
Captain/Paramedic - 1 Year	40	\$55.52	\$ 115,484.24
Captain / Paramedic - Entry	50.3	\$41.94	\$ 109,710.04
Captain / Paramedic - Entry	40	\$52.75	\$ 109,710.04
Lieutenant/Paramedic - 1 Year	50.3	\$39.25	\$ 102,652.65
Lieutenant/Paramedic - 1 Year	40	\$49.35	\$ 102,652.65
Lieutenant/Paramedic - Entry	50.3	\$37.28	\$ 97,520.02
Lieutenant/Paramedic - Entry	40	\$46.88	\$ 97,520.02
Firefighter/Paramedic			
3 Years	50.3	\$34.89	\$ 91,246.80
2 Years	50.3	\$33.16	\$ 86,742.57
1 Year	50.3	\$31.47	\$ 82,311.02
Start	50.3	\$29.73	\$ 77,770.44

20.02. Wages for the applicable calendar year shall be effective with the first pay of the calendar year. Newly hired employees shall be hired at the start rate and shall advance on the schedule based upon their full-time hire anniversary rate. However, based upon prior experience, education and/or training, a newly hired employee may be placed at the 1 year or 2 year rate as recommended by the Chief of Fire and approved by the Director of Safety and the Mayor.

An employee who takes a voluntary reduction or who is demoted shall be placed at the applicable step based upon years of full-time service.

Changes in rates of pay shall occur with the pay period that includes the anniversary date.

20.03. Temporary Assignment Pay. Whenever the Chief of Fire/designee assigns a firefighter/paramedic the primary duties and responsibilities of the Lieutenant/shift supervisor (Acting Officer), in the absence of a shift commander (i.e., shift Captain or Lieutenant), for one (1) full hour or more, the assigned employee shall be entitled to receive the hourly base rate of pay for the lieutenant classification for the period of time served in that capacity. Whenever the Chief of Fire/designee assigns a Lieutenant the primary duties and responsibilities of the Shift Captain, a Lieutenant shall receive the hourly base rate of pay for the captain classification for the period of time served in that capacity. Any such assignment shall be made in writing and is subject to the oversight and approval of the Chief.

20.04. Mechanic Assignment. Any employee who obtains and maintains an Emergency Vehicle Technician certification and who is assigned by the Chief of Fire to perform mechanic duties and responsibilities (above regular maintenance activities) shall be compensated an additional one dollar and fifty cents (\$1.50) per hour for the period of such assignment. The assignment shall be in writing with a copy to the Safety Director, Finance Department, and Mayor. Not more than one (1) departmental employee shall be assigned mechanic duties and responsibilities at any given time.

ARTICLE 21

HEALTH AND SAFETY

21.01. Safe Equipment and Practices. It is agreed that safety must be a prime concern, commitment and responsibility of both parties. The City agrees to furnish and to maintain in adequate working condition all tools, facilities, vehicles, supplies, and equipment required to carry out the duties of each position as safely as possible. Employees are responsible for reporting any unsafe conditions or practices, and for properly using and caring for all tools, facilities, vehicles, and equipment furnished by the City.

21.02. There is hereby established a Safety Committee consisting of three (3) members of the bargaining unit and three (3) members of the Administration which shall meet on a quarterly basis or as mutually agreed, after a written request from either party.

21.03. The Safety Committee will assemble for the purpose of discussing problems and objectives of mutual concern in regard to safety and health conditions of the Division of Fire.

21.04. Should a situation arise that requires corrective action, the Committee's findings along with a recommendation shall be forwarded in writing to the Fire Chief. His corrective action or reply to the Safety Committee shall be made in writing within fourteen (14) calendar days.

21.05. Should a dispute exist as to the Chief's corrective action or response, the Committee may submit their recommendations to the Safety Director. His reply shall be made within fourteen (14) calendar days to the Safety Committee.

21.06. If the dispute is not settled after the Safety Director's reply or proposed corrective action, the Union Safety Committee and the Fire Chief may meet with the Mayor to discuss the concerns of both parties. The Mayor shall reply, in writing, within fourteen (14) calendar days and such reply shall be final.

21.07. No employee shall be subjected to any disciplinary action for the reasonable reporting of unsafe conditions.

ARTICLE 22

HEALTH CARE BENEFITS

22.01. For the term of this agreement, the Employer agrees to provide bargaining unit employees the same medical insurance (health plan) as provided to other City employees under a

group insurance plan. Such group insurance may be provided through a self-insured plan or an outside provider. Cost containment measures may be adopted by the Employer in consideration of projected costs, market availability of coverages, and utilization. The City shall meet and confer with the Unions (all recognized bargaining units) regarding health care providers and levels of coverage, but the City shall make the final determination if a consensus is not reached.

22.02. The City agrees to pay eighty percent (80%) of the premium/contribution costs for health coverage for each eligible full-time employee enrolled in any of the health coverage plans offered by the City.

The election of single or family coverage rests with the eligible bargaining unit employee.

Each eligible bargaining unit employee electing (single or family) coverage shall pay 20% of the monthly premium/contribution cost.

Employee contributions shall be paid by the participating employee through payroll deduction.

22.03. Any full-time bargaining unit employee may waive health plan coverage and be paid one hundred twenty dollars (\$120.00) per month in lieu of such coverage. The waiver must be requested, in writing, to the Finance Director thirty (30) days prior to the beginning of any billing cycle. Applicable waiver amounts are payable by the City to the applicable employee(s) in June and December of each year. Employees may elect to enroll in the health plan by submitting prior written notification to the Finance Director. Health coverage will commence with the applicable date following the next open enrollment period. At the time of actual enrollment, the employee shall forfeit the waiver. Notwithstanding the provisions above, if a change of status occurs which meets plan requirements, an employee may elect to enroll in the health plan by submitting prior written notification to the Finance Director and coverage shall commence in accordance with the terms of the plan.

22.04. The City, at its sole cost and expense, shall provide each full-time employee with group life insurance coverage in the face amount of thirty thousand dollars (\$30,000).

22.05. The Employer is amenable to the establishment of a Health Care Review Committee (HCRC) consisting of one (1) voting representative and one (1) alternate from each of the recognized Unions (i.e., IAFF, AFSCME, FOP/OLC, and TEAMSTERS) and four (4) voting representatives and four (4) alternates from the Administration. The parties recognize that all of the recognized unions must agree to participate and abide by the terms set forth herein in order for the HCRC to be effective.

The HCRC shall meet to review health care utilization and options, and to make recommendations for cost containment provisions/coverage modification to the Mayor. Any recommendation(s) submitted by a three-fourths (3/4) vote of the HCRC and approved by the Mayor will be implemented.

ARTICLE 23
GRIEVANCE PROCEDURE

23.01. The term grievance shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or misapplication of the express terms of this agreement. Any disciplinary actions, including lower level discipline such as written reprimands, are grievable and arbitrable.

Up to and including Step 3 of the grievance procedure, every employee shall have the right to present grievances and have them adjusted, without the intervention of the Union or its representatives, as long as the adjustment is not inconsistent with the written terms of this agreement. The Union shall be advised of any adjustment of a grievance and shall be provided the opportunity to be present at any Step 3 hearing. Where a group of employees desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group may process the grievance.

23.02. A grievance is barred unless it is presented at Step 2 within seven (7) calendar days of the actual event giving rise to the grievance.

23.03. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

23.04. Beginning at Step 2, a grievance shall be submitted in writing and shall contain the following information:

- A. name of aggrieved employee(s);
- B. classification of aggrieved employee(s);
- C. name of the immediate supervisor of the employee(s);
- D. date and time of the incident giving rise to the grievance;
- E. date and time the grievance was first discussed at the informal step;
- F. a statement as to the specific articles and sections of the agreement violated;
- G. a brief statement of the facts involved in the grievance; and

H. the remedy requested to resolve the grievance.

23.05. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the affected employee(s) or the Union.

23.06. The following procedure shall be utilized for handling an employee's grievance:

A. Step 1 – Informal

Prior to filing any written grievance, the grievant must attempt to resolve it informally with the Assistant Chief or Chief in the absence of the Assistant Chief.

B. Step 2 - Formal

Any grievance that is not resolved at the informal level must be presented, in writing, to the Chief of Fire within seven (7) calendar days of the occurrence of the alleged grievance, or knowledge of the occurrence, not to exceed the time frame set forth in Section 23.02 herein. Grievances presented beyond the seven (7) calendar day time limit shall not be considered. The Chief of Fire may hold a meeting to discuss such grievance and shall provide a written answer to the grievant and the Union within seven (7) calendar days after its receipt or the date of the meeting, whichever is applicable. If a grievance meeting is held, the grievant shall be entitled to Union representation at said meeting.

C. Step 3 - Director of Public Safety

If the grievant is not satisfied with the resolution at Step 2, he may appeal to the Director of Public Safety or designate, in writing, within seven (7) calendar days after issuance of the Step 2 answer. The grievance and written response shall be submitted with the appeal. The Director of Public Safety or designee shall hold a meeting with the grievant within seven (7) calendar days after receipt of the grievance and shall answer the grievance in writing within seven (7) calendar days of such meeting, with a copy to the grievant/Union. The grievant shall be entitled to Union representation at said meeting.

D. Step 4 – Mayor

If the grievant is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within seven (7) calendar days from the date of the rendering of the decision in Step 3. Copies of the written decisions and other pertinent documents shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within fourteen (14) calendar days of the receipt of the appeal. The hearing will be held with the grievant, his Union representative, and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the grievant, with a copy to the Union representative, within fourteen (14) calendar days from the date of the

hearing. If the Union is not satisfied with the decision at Step 4, the Union may proceed to arbitration pursuant to the arbitration procedure set forth in Step 5 below.

E. Step 5 – Arbitration

If the grievance is not satisfactorily resolved at Step 4, the Union may file a request for arbitration. The Union must file such request within thirty (30) calendar days of the Step 4 decision from the Mayor or designee. A request to the American Arbitration Association (AAA), or FMCS if mutually agreed, in writing, for a list of fifteen (15) Ohio arbitrators must be submitted simultaneously with the request submitted to the Mayor.

Within twenty-one (21) calendar days of receipt of the list of arbitrators from AAA or FMCS, each party shall rank the list by striking any name to which it objects and ranking the remaining names by number to indicate the order of preference (number one [1] being the first choice) and shall return the ranked list to the AAA or FMCS.

Either party may reject up to two (2) lists and request another list; any party rejecting a list shall be responsible for the cost of the next list.

AAA or FMCS, as applicable, shall assign an arbitrator based upon the ranking of the parties (arbitrator with lowest combined ranking) and shall notify the parties of the arbitrator assigned to the grievance, or that no arbitrator was able to be selected from the rankings. If no selection was able to be made from the rankings, the parties shall split the cost of the next list.

Once an arbitrator is selected, the arbitrator shall arrange with the parties the date, time, and place of the hearing.

The fees and expense of the arbitrator shall be borne by the losing party unless the parties mutually agree otherwise, in writing. The aggrieved employee, appropriate Union representative, and any witness(es) shall not lose any regular straight time earnings while attending arbitration proceedings. The decision of the arbitrator shall be final and binding on the parties.

The arbitrator shall limit his decisions strictly to the interpretation or application of the specific articles and sections of this agreement, and he shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this agreement or of any applicable laws;
2. limiting or interfering in any way with the powers, duties, or responsibilities of the Avon City Council or the Mayor/designee under their rule making powers not inconsistent with the written provisions of this agreement;

3. contrary to, inconsistent with, changing, altering, limiting, or modifying any policy, rules, or regulations presently or in the future established by the Employer so long as such policy, rules, and regulations do not conflict with the written provisions of this agreement;
4. implying any restrictions or condition upon the Employer from this agreement, it being understood that, except where such restrictions or conditions upon the Employer as are specifically set forth herein, the matter in question remains within the exercise of rights set forth in the article of this agreement entitled "Management Rights;"
5. granting any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated.

The question of arbitrability of a grievance may be raised by either party before arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. The merits of the grievance will also be presented to the same arbitrator at the same hearing.

ARTICLE 24

DISCIPLINARY PROCEDURE

24.01. The tenure of every employee subject to the terms of this agreement shall be only during good behavior and efficient service. The Employer may take disciplinary action against any employee in the bargaining unit for just cause. Forms of disciplinary action may include any of the following:

- A. Instruction and cautioning (documented oral warning).
- B. Written reprimand.
- C. Suspension without pay or fine.
- D. Reduction in pay and position (demotion).
- E. Discharge.

Except in instances of serious misconduct, discipline shall normally be applied in a corrective manner. In determining the appropriate level of discipline, the Employer shall take into account the nature of the violation, the employee's record of discipline, the employee's record of performance and conduct, and the impact of the conduct upon the Department and the City.

Copies of written disciplinary action excluding a documented oral reprimand (instruction and cautioning) shall be forwarded to the Union representative of record.

24.02. Whenever the Employer determines that an employee may be reduced in pay or position (i.e., suspended, demoted, or discharged for just cause), a predisciplinary hearing will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. A notice of the predisciplinary conference shall be provided to the employee and shall contain a general description of the alleged misconduct and a statement that the employee shall have the right to have a Union representative present at the conference if he so desires. When possible, the date and time of the predisciplinary conference may be extended to accommodate a desired Union representative. If immediate attention is required, or an accommodation cannot be scheduled within seven (7) calendar days of the original conference date, an alternate representative will attend.

Predisciplinary hearings will be conducted by a representative of the Employer (hearing administrator). The employee may choose to:

- A. Appear at the hearing to present oral or written statements in defense.
- B. Appear at the hearing to present oral or written statements in defense with a Union representative present.
- C. Elect in writing to waive the opportunity to have a predisciplinary hearing. Failure to elect and pursue one of these three (3) options will be deemed a waiver of the predisciplinary hearing.

At the predisciplinary hearing, the hearing administrator will ask the employee to respond to the allegations of misconduct as outlined to the employee. At the hearing, the employee may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred and may confer with his Union representative. The hearing administrator may require the employee to respond directly to any inquiry. The employee shall provide a list of witnesses and the name of his representative, if any, to the Employer as far in advance as possible, but no later than twenty-four (24) hours prior to the predisciplinary hearing. It is the employee's responsibility to notify his Union representative and witnesses that he desires their attendance at the hearing.

A written report will be prepared by the hearing administrator concluding whether or not the alleged misconduct occurred. A copy of the hearing administrator's report will be provided to the employee, and the Union representative if applicable, within ten (10) calendar days following the hearing.

The Employer will decide what discipline, if any, is appropriate. Any resulting disciplinary action will be issued within fourteen (14) calendar days of the issuance of the hearing administrator's findings.

24.03. Disciplinary action may be appealed through the grievance procedure set forth herein. Appealable disciplinary actions must be filed at the Director of Public Safety's level (Step 3) of the grievance procedure within seven (7) calendar days of the issuance of the notice of discipline to the employee.

24.04. Any employee under indictment or arrested for a crime of moral turpitude who is not disciplined or discharged by the Employer shall be placed on a leave of absence with pay until resolution of the court proceedings. An employee may use accrued vacation or holiday time during the leave. An employee found guilty by the trial court shall be summarily discharged. An employee found not guilty of the charges may be returned to work or placed on administrative leave and shall have any vacation or holiday time used restored to his credit, and may be subject to disciplinary action if such action was held in abeyance. The Employer shall continue to pay the Employer's share of the health premium/contribution during the leave of absence; however, if the employee is summarily discharged, the amount of such premium/contribution shall be reimbursed to the City by the employee.

24.05. Any investigations, interviews, and disciplinary procedures shall be conducted in a professional manner. Discipline and/or corrective action shall be conducted in a private manner and not in the presence of the employee's co-workers or the public.

24.06. An employee shall, upon request, have the right to have a Union representative present at any investigation or interview where the employee reasonably believes that he may be the subject of disciplinary action as the result of such investigation/meeting. It is understood that at any time during an investigatory interview, when the interview moves from investigatory to accusatory, or the employee reasonably believes disciplinary action may result against him, the employee has the right to halt the interview until Union representation is acquired and present. A probationary removal (removal during the initial probationary period) is not "discipline."

24.07. Cease To Have Force And Effect. Written reprimands and warnings shall cease to have force and effect one (1) year from the date of the discipline provided no other related documented disciplinary action has occurred during that period.

Suspensions, fines, or demotions shall cease to have force and effect five (5) years after the date of the discipline provided no other documented disciplinary action has occurred during the period.

ARTICLE 25

SHIFT EXCHANGE

25.01. Employees shall have the right to exchange hours when said change does not, in the opinion of the Shift Commanders (where applicable) and Fire Chief, interfere with the operation of the Division of Fire. All said exchanges are subject to the advance approval of the Fire Chief / designee.

25.02. All exchanges shall be submitted to the Fire Chief / designee for approval at least seventy-two (72) hours prior to the trade. The Chief / designee may waive the minimum notice requirement, at his discretion, based upon operational needs and/or extenuating circumstances.

25.03. Approval of hour exchanges shall normally be made within forty-eight (48) hours of submission of the request. The Chief / designee may, at his discretion, establish minimum hours

subject to exchange and/or a maximum number of exchanges which may be approved within any work period.

25.04. In no event shall an exchange of hours result in overtime compensation.

ARTICLE 26 **PENSION**

26.01. The City will pay that portion of the employee's pension to the Police and Fireman's Pension Fund as mandated by the State of Ohio.

26.02. Arrangements exist with the Internal Revenue Service and the Police and Fireman's Pension Fund to have federal and state taxes, which are due on the employee's contribution to the respective retirement fund, deferred until retirement (commonly known as the Employer "pick up" program). The City agrees to participate in said program in accordance with applicable law.

ARTICLE 27 **DUES CHECKOFF**

27.01. The Employer agrees to deduct Union membership dues in accordance with this article for all employees who execute a dues authorization card. Deductions shall commence with the first pay period in which dues are customarily deducted following receipt of the signed authorization card.

27.02. The Employer shall remit dues deducted under this article to the Union Treasurer along with an alphabetical list of names of all employees whose dues have been deducted. The Union shall notify the Employer in writing of the name and address to whom the dues are to be sent.

27.03. The Employer assumes no obligation of any kind arising out of its deduction of dues in accordance with this article. The Union shall indemnify and save the Employer harmless from any claim, action, or proceeding brought by any person or entity against it as a result of its deduction of dues pursuant to this article. Once dues are remitted to the Union, their disposition thereafter shall be the sole obligation and responsibility of the Union.

27.04. The Employer shall be relieved from making dues deductions when an employee terminates his employment, transfers to a position outside of the bargaining unit, is laid off from work, is on unpaid leave of absence, for any reason fails to earn sufficient wages to make all legally required deductions in addition to the deduction of Union dues, or revokes his authorization.

27.05. Neither the Union nor any employee shall have a claim against the Employer for any error made in processing deductions unless a written claim of error is submitted to the Employer not more than sixty (60) calendar days after the error was made. Verified errors will be corrected by appropriate deductions from the next pay check from which dues are customarily deducted.

Individual reimbursements due, exceeding seventy-five dollars (\$75.00) will be corrected not later than the next pay period.

27.06. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after written notice is received by the Employer, or on the next pay day from which dues are customarily deducted, whichever is later.

27.07. It is understood that in consideration of the decision in Janus v. AFSCME, Council 31, et al (US Supreme Court, June 27, 2018), ("Janus"), the fair share fee provisions as they existed within the January 1, 2016, through December 31, 2018, collective bargaining agreement (2016 - 2018 CBA) are no longer operational.

Should fair share fees again become lawful through action of Janus being overturned and/or modified, or through legislative action, the parties agree that the then lawful fair share fee provisions of the 2016 - 2018 CBA will be reinstated.

ARTICLE 28

PAYMENT TO ESTATE UPON DEATH

28.01. In case of death of an employee, any earned but unused regular pay, compensatory time, or vacation time shall be paid to his spouse, or if no spouse exists, to his estate. Accrued sick time, for an employee with at least ten (10) years of full-time service, shall be paid to the spouse or estate at the ratio of one day's pay for each two (2) days earned.

ARTICLE 29

EDUCATIONAL CREDIT

29.01. Any full-time bargaining unit employee within the Department of Fire who has obtained an Associate Degree in fire science or in a field related to the position held by the employee as approved by the Fire Chief and in concurrence with the Director of Safety shall receive six hundred fifty dollars (\$650.00) additional compensation annually, prorated in the year of completion. This compensation shall be paid in the first pay period of December.

29.02. Any full-time bargaining unit employee within the Department of Fire who has obtained a Bachelor's Degree in fire science or in a field related to the position held by the employee as approved by the Fire Chief and in concurrence with the Director of Safety shall receive one thousand dollars (\$1,000.00) additional compensation annually, prorated in the year of completion. This compensation shall be paid in the first pay period of December.

ARTICLE 30

SAVINGS CLAUSE

30.01. Should any part of this agreement or any specific provisions contained herein be declared invalid by operation of applicable law or by a court of competent and final jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall

not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the Union will, at the written request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 31 **SENIORITY AND LAYOFFS**

31.01. Seniority shall be based upon full-time continuous service in the Avon Fire Department calculated from the original date of full-time employment with the Avon Fire Department.

Continuous service shall be broken only by resignation, discharge, or other separation from service lasting thirty-one (31) calendar days or more. Employees with the same employment date shall be assigned to the seniority list in order of their part-time seniority and thereafter based upon their rank on the Civil Service Eligibility List. Employees who are promoted to the next higher rank within the bargaining unit shall be credited with seniority in rank based upon the date of the promotion.

31.02. The Employer shall post and maintain annually a current seniority list. The seniority list shall be utilized whenever called for by specific articles and sections of this agreement.

31.03. The Employer shall determine when personnel reductions within the bargaining unit are necessary, for the purpose of layoff due to lack of work, lack of funds or job abolishment. The Employer shall determine the classifications and number of positions to be affected by a layoff.

Within each classification layoff shall occur by inverse order of seniority (least senior first). If a position(s) is above the rank of Firefighter/paramedic, the least senior officer in point of service in the affected rank classification shall be reduced to the next lower rank, and the least senior officer in point of service in such lower rank shall be reduced, until the least senior person in point of service in the classification of Firefighter/paramedic has been reached and he shall be laid off. The Employer shall notify affected employees in writing at least seven (7) calendar days in advance of the effective date of the layoff.

31.04. For the purpose of reduction, "rank" shall be defined in order from highest to lowest as Captain/paramedic, Lieutenant/paramedic and Firefighter/paramedic.

31.05. Employees who are laid off will be placed on a recall list for a period of one (1) year from the effective date of the layoff. Recall from layoff will be made in reverse order of layoff; that is, the last employee placed on layoff from a classification will be the first to be recalled.

Employees shall be given fourteen (14) calendar days advance notice of recall and such notice shall be sent by certified mail to the employee's last address on record. Employees shall have five (5) calendar days to accept or reject the Employer's offer of recall. Employees rejecting recall or failing to report to work on the effective date of the recall shall lose all seniority and rights of recall.

ARTICLE 32
BARGAINING UNIT APPLICATION OF CIVIL SERVICE LAW

32.01. The parties agree that no section of the Civil Service Laws contained in Chapter 124 of the Ohio Revised Code or Section 9.44 ORC or as adopted by the City of Avon, nor any local City ordinances pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees, where the general or specific matter has been addressed by this agreement.

32.02. Notwithstanding Section 1 above, the parties agree that the conduct and grading of civil service examinations (as related to the City of Avon Civil Service Commission), the establishment of eligible lists from examinations, the original appointments from the eligible lists, and promotional examinations and appointments shall continue to be governed by City Charter, local statutes, ordinances, and the Civil Service Commission Rules and Regulations of the City of Avon, as may be applicable.

32.03. Sections 124.388 and 124.57 ORC shall continue to apply to bargaining unit employees.

ARTICLE 33
LABOR-MANAGEMENT CONFERENCE

33.01. In the interest of effective communications, either party may at any time request a Labor-Management Conference at least once per quarter, unless both parties agree to meet more frequently. Such request shall be made in writing and be presented to the other party fourteen (14) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested. Additionally, this process may be expedited upon mutual agreement of the parties. The parties are not obligated to discuss any issue not listed upon the exchanged agendas.

Nothing herein shall preclude the parties from meeting on an informal basis as deemed appropriate.

33.02. The purpose of such conference shall be limited to:

- A. notifying the Union of changes made by the Employer which affect bargaining unit employees;
- B. disseminating general information of interest to the parties;
- C. giving the Union representative the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members;
- D. discussing substantial changes in job duties and responsibilities;
- E. discussing the administration of this agreement.

33.03. There shall be no more than three (3) employee Union representatives in attendance at the Labor-Management Conference. There shall be no more than three (3) management employee representatives at the conference.

ARTICLE 34 **WAIVER IN CASE OF EMERGENCY**

34.01. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Lorain County Commissioners, the federal or state legislature, City Council, or the Mayor, such as acts of God, acts of terror, or civil disorder, the following conditions of this agreement may automatically be suspended at the discretion of the Employer:

1. Time limits for management replies on grievances or Union submissions of grievances.
2. Any or all agreements and practices relating to the assignment of employees; except that it is agreed that there shall be no loss of overtime/premium pay earned as set forth in this agreement, unless otherwise mutually agreed upon between the parties.

34.02. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the applicable point in the grievance procedure to which they had properly progressed.

ARTICLE 35 **MILEAGE**

35.01. All regular full-time employees required to use their personal car in the performance of their job duties for the Employer shall be reimbursed only for such actual mileage at the rate of the current IRS rate per mile, but the employee shall not be entitled to reimbursement unless the use of the employee's car was authorized by the Mayor or designee.

35.02. Verification of expenses by the Department Head/designee must be submitted to the Finance Director along with an expense account voucher in order to receive payment as specified in Section 1 herein.

ARTICLE 36 **DURATION OF AGREEMENT**

36.01. This agreement shall be effective as of January 1, 2023, and shall remain in full force and effect until 12:00 midnight, December 31, 2025, unless otherwise terminated as provided herein.

36.02. If either party desires to modify, amend, or terminate this agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be served via electronic mail upon the other party and the State Employment Relations Board. The parties

shall attempt to commence negotiations within two (2) calendar weeks upon receiving notice of intent.

36.03. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby canceled. The Employer and the Union, for the life of this agreement, recognize the right of the Employer to exercise its management rights and statutory rights relative to matters not contemplated or addressed specifically herein, provided the exercise of such rights do not conflict with an express provision of this agreement. This agreement may only be amended or modified during the life of the agreement by the express, mutual written consent of both parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on this
4 day of ~~December~~ ^{January} 2023.

For the City of Avon



Bryan K. Jensen, Mayor



Duane Streator, Safety Service Director



Diane Szlempa, HR Coordinator

For the IAFF/Local #4310, AFL-CIO

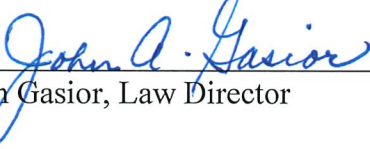


James Fischer, President, Local #4310



Bruce Gormley

Approved as to form:



John Gasior, Law Director

LETTER OF UNDERSTANDING
ATTENDANCE/ABSENCE ABUSE

This Letter of Understanding is hereby entered into between the City of Avon, hereinafter referred to as the "City," and the International Association of Firefighters, Local # 4310, AFL-CIO, hereinafter referred to as the "Union," and collectively referred to the parties.

1. The City agrees to waive the application of the Attendance/Absence Abuse policy (City Personnel Policy 7.5) for bargaining unit employees for the 3rd and 4th quarters of calendar year 2019, as well as the time period that the parties meet to develop a mutually agreeable policy as addressed herein, without precedent or prejudice.
2. Within forty-five (45) days of ratification of the 2020-2022 collective bargaining agreement by both parties, the parties agree to meet in Labor/Management meetings for the purpose of developing a mutually agreeable policy to address attendance and absence abuse. Such policy may modify or replace existing policy 7.5. The agreement of the Union to meet for the above purpose shall not be construed as an admission of absence abuse by any of its members.
3. If the parties are successful in developing a mutually agreeable absence abuse policy, said policy will be implemented. If the parties are unsuccessful in developing a mutually agreeable absence abuse policy, the provisions of existing personnel policy 7.5 shall continue to apply except as modified by the award of Arbitrator Fullmer (AAA Case No. 01-18-0002-7530), and the Union reserves the right to contest the reasonableness of the implementation or enforcement of that policy through the grievance process consistent with the provisions of the collective bargaining agreement between the City and the Union.