

K#29235

RECORD OF ORDINANCES

10-MED-09-1014
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Dayton Legal Blank, Inc.

Form No. 30043

Ordinance No. 0-34-11 Passed June 20, 2011, 20

EMPLOYMENT
AGREEMENT

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AN ORDINANCE PROVIDING FOR THE COUNCIL OF THE CITY OF CORTLAND, OHIO, TO APPROVE AND ACCEPT A CONTRACT BETWEEN THE CITY OF CORTLAND, OHIO AND THE CORTLAND CITY FIREFIGHTERS I.A.F.F. LOCAL 3632 AND DECLARING AN EMERGENCY

WHEREAS, The Cortland City Firefighters I.A.F.F. Local 3632 have requested an agreement between the City of Cortland and the Cortland City Firefighters; and,

WHEREAS, the representatives of the Cortland City Firefighters and the City of Cortland representatives have in good faith negotiated an agreement; and,

NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CORTLAND, OHIO THAT THE FOLLOWING CONTRACT BE APPROVED AS THE SOLE CONTRACT BETWEEN THE PARTIES AND TO AUTHORIZE THE MAYOR TO SIGN SAME ON BEHALF OF THE CITY.

AN AGREEMENT BETWEEN THE CITY OF CORTLAND AND THE CORTLAND CITY FIREFIGHTERS I.A.F.F. LOCAL 3632

ARTICLE 1
PREAMBLE /PURPOSE

Section 1. This Agreement, entered into by the City of Cortland, hereinafter referred to as the "Employer", and the International Association of Fire Fighters/Ohio Association of Professional Firefighters - Cortland City Fire Fighters, I.A.F.F. #3632, hereinafter referred to as the "Union", has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and complete understandings and agreements between the parties governing the wages, hours and terms and conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 2
UNION RECOGNITION

Section 1. The Employers recognizes the Union as the sole and exclusive representative for the employees in the bargaining unit. Whenever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the following positions:

- A. Captain/Paramedic
- B. Captain/Emt
- C. Firefighter/Paramedic
- D. Firefighter/Emt

Section 2. The Fire Chief, Assistant Fire Chief and all other positions not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 3. Notwithstanding the provisions of this Article, management, fiduciary, part-time or volunteer employees shall be excluded from the bargaining unit.

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Section 4. If, during the life of this agreement, the employer wishes to establish the use of a new rank, the parties shall meet to determine whether or not such rank is to be included in the bargaining unit. In the event the parties are unable to reach agreement, the dispute will be submitted to the State Employment Relations Board (SERB) for final disposition in accordance with O.R.C. 4117 and any applicable laws thereto.

If the new rank is to be included in the bargaining unit, the parties shall negotiate the wages, hours and terms and conditions of said position, unresolved issues shall be resolved in accordance with dispute resolution procedure as per O.R.C. 4117.

It is further agreed that no other portion of this contract nor any other bargaining unit member will be affected by this New Rank and negotiated changes.

ARTICLE 3 **NO STRIKE/NO LOCKOUT**

Section 1. The Employer and the Union recognize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. During the term of this Agreement, the Union shall not authorize, cause, engage in, sanction or assist in any work stoppage, strike, sympathy strike or slowdown. The Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer stating "the strike action is not sanctioned and all employees should return to work immediately" signed by the ranking Union officer of the Local.

Section 2. During the term of this Agreement, the Employer shall not cause, permit or engage in any lockout of its employees unless those employees shall have violated Section 1 of this Article.

Section 3. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strikes.

ARTICLE 4 **MANAGEMENT RIGHTS**

Section 1. Pursuant to Section 4117.08 (C) of the O.R.C., and to the extent otherwise limited to or modified by this agreement, the Employer retains the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilizations of technology and organizational structure;
- B. Direct, supervise, evaluate or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means of personnel by which governmental operations are to be conducted;

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- E. Suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a government unit.

Section 2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the function of the employer.

ARTICLE 5 **NON DISCRIMINATION**

Section 1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, or national origin. The Union shall share equally with the Employer the responsibility for applying this Article of the Agreement.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 3. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to either of these agencies.

Section 4. The employer agrees not to interfere with the rights of the bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in any official capacity on behalf of the Union.

ARTICLE 6 **PROBATION PERIODS**

Section 1. Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin the first day for which the employee receives compensation from the Employer, and shall continue for a period of one (1) calendar year. Employees under probationary status shall have no grievance rights.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) calendar days. A newly promoted employee who evidences unsatisfactory performance or resigns from the position, may be returned to his last held position prior to promotion, at any time during his probationary period with no loss of seniority within the bargaining unit.

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ARTICLE 7 PROMOTION REQUIREMENTS

Section 1. A Fire Fighter must have a minimum of five (5) years completed service with the Cortland City Fire Department before becoming eligible to take a Captain/Emt or Captain/Medic test.

Section 2. A Captain/EMT or Captain/Medic must have a minimum of ten (10) years of completed service with the Cortland City Fire Department and have a minimum of five(5) years of completed service as a Captain/EMT or Captain/Medic before becoming eligible to take the Assistant Chief's test.

Section 3. The City shall provide one (1) set of books of reference as called for per promotional exam at least 45 days prior to the exam being rendered. The union agrees to bear the cost of a second set of books to match the ones purchased by the city, both sets shall remain within the fire department and be available to applicants on duty.

ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. A grievance may also be filed for the following reasons, discipline, safety, discharge, or any other articles mentioned herein. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement.

Section 2. Where the alleged grievance is of the nature that it qualifies for appeal under the rules of the State Personal Board of Review or Civil Service Commission, including the Cortland Civil Service Commission, such grievance may be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives may meet in an effort to resolve the alleged violation prior to the appeal to any of these agencies.

Section 3. All grievances must be processed at the proper step in order to be considered at subsequent steps. During any step of the grievance procedure, the grievant may have with them Union/Legal representation or both, if so desired. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management's last answer. Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties. Any grievance resolved due to being untimely, shall not be considered precedence.

Section 4. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Informal Step: An employee having a complaint shall first bring that complaint verbally, within fourteen (14) calendar days of the incident giving rise to the complaint, to the attention of his supervisor. The supervisor shall discuss the complaint with the employee and within three (3) calendar days of their discussion respond to the employee with an answer.

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If the employee is not satisfied with the response given by the supervisor, the employee shall within five (5) calendar days reduce the grievance to writing on the form provided by the Employer and submit at Step 1 of the procedure.

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievance, with the Union or Legal representative if the former desires, must identify the alleged grievance in writing to the Chief within five (5) calendar days of the response given as a result of the informal step. The Chief shall investigate and provide an appropriate answer to the grievance and the union within five (5) calendar days of receiving the grievance.

Step 2: If the grievance is not resolved in Step 1, the employee, with the appropriate Union or Legal representative, if the former desires, may refer the grievance to the Mayor, within seven (7) calendar days after receiving the Step 1 reply.

The Mayor shall have five (5) calendar days in which to schedule a meeting with the grieved employee and his appropriate Union/Legal representative, if the former desires. The Mayor shall investigate and respond to the grievance and/or his appropriate Union representative within five (5) calendar days following the meeting.

Step 3: Arbitration If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be authorized by the union president and submitted within seven (7) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within seven (7) calendar days following the request for arbitration jointly agree to request the list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within seven (7) calendar days from the date the list of seven (7) arbitrators is received.

The parties shall use the alternative strike method from the list of seven (7) arbitrators submitted to the parties from the F.M.C.S. The Union shall be the first to strike a name from the list, the Employer shall strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option, prior to striking names, to completely reject the list of names provided by the F.M.C.S. and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

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The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is nonarbitrable or beyond arbitrator jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within purview of the arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any costs involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witnesses shall be borne, if any, by the party calling the witness.

Section 5. All grievances must contain the following information to be considered and must be filed using a grievance form mutually agreed upon by both parties:

- (1) Grievied employee's name and signature.
- (2) Grievied employee's classification.
- (3) Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- (4) Date grievance was filed in writing.
- (5) Date and time grievance occurred.
- (6) A description of the incident giving rise to the grievance.
- (7) Specific articles and sections of the Agreement violated.
- (8) Desired remedy to resolve the grievance.
- (9) A list of witnesses and applicable.

Section 6. A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

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Section 8. For purposes of this article only, calendar days shall be defined as Monday through Friday, exclusive of Saturdays, Sundays and holidays.

Section 9. The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union.

Section 10.

- A. All records related to oral and / or written reprimands will cease to have any force and effect and shall be removed from the employee's file twelve (12) months after the date discipline was imposed if there has been no other discipline imposed during the past twelve (12) months.
- B. All records related to suspensions of thirty (30) days or less will cease to have any force and effect and shall be removed from the employee's file twenty-four (24) months after the date discipline was imposed if there has been no other discipline imposed during the past twenty-four (24) months.
- C. All records related to suspensions of more than thirty (30) days will cease to have any force and effect and shall be removed from the employee's file sixty (60) months after the date discipline was imposed if there has been no other discipline imposed during the past sixty (60) months.

ARTICLE 9
UNION REPRESENTATION

Section 1. The City agrees that the accredited representatives of I.A.F.F. #3632 or International and State Associations shall have reasonable access to the Fire Department premises to conduct necessary Union business, with prior notification to the Chief.

Section 2. The Union shall provide to the Employer an official roster of its officers which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Address
- (3) Home phone number
- (4) Immediate supervisor
- (5) Union office held

Section 3. The Union agrees that except for scheduled meetings and negotiations with the employer, no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees or normal operations of the department, and that emergency calls will preclude all union activities.

ARTICLE 10
DUES DEDUCTION

Section 1. All members of the bargaining unit shall either (1) maintain their membership in the union; (2) become members of the union or; (3) pay fair share to the union in an amount which may not exceed the annual dues paid by regular union members, as a condition of employment. This article shall be administered in accordance with O.R.C. 4117.09. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for bargaining unit representation. A check in the amount of total dues withheld from eligible employees shall be tendered to the treasurer of the union within thirty (30) days of the date of making said deductions.

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Section 2. The Employer agrees to deduct regular Union membership dues and assessments once each month from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form (See Appendix A) must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next month period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. Fair Share members have the right of appeal to those portions of union dues that are not associated with representative activities as outlined in the I.A.F.F. practices. The Fair Share fee shall be submitted to the City Finance Director by the Union.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4. The Employer shall be relieved from making such individual "check-off" deduction upon an employee's:

- (1) Termination of employment;
- (2) Transfer to a job other than one covered by the bargaining unit;
- (3) Layoff from work;
- (4) An unpaid leave of absence;
- (5) Written revocation of the check-off authorization;
in accordance with the terms of this Agreement.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of errors is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 7. The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an employees dues deductions.

Section 8. Except as otherwise provided herein, each eligible employee's written authorization for dues and assessments, deductions shall be honored by the Employer for the duration of this Agreement.

ARTICLE 11 SENIORITY

Section 1. "Seniority" shall be computed on the basis of uninterrupted length of continuous full time service with the Cortland City Fire Department.

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Section 2. Any employee who has been granted an approved leave of absence shall retain all seniority that was accrued at the time that the leave became effective, however, no seniority shall accrue while the affected employee is on leave of absence. The employee shall retain such accrued time providing he returns to work immediately following the expiration of the leave of absence, during such leave no seniority shall accrue.

Section 3. Seniority shall be computed from an employee's anniversary date of hire. If more than one employee is hired on the same day seniority shall be determined by the entire social security number, with the lowest number having the most seniority.

Section 4. Seniority shall predicate all scheduling of special events.

ARTICLE 12 **BULLETIN BOARDS**

Section 1. The Employer agrees to provide space for bulletin boards in agreed upon areas of the facility for use by the Union. For purpose of identification those agreed upon areas shall be the hallway of the station. The union and the city agree to share the use of the dining room board.

ARTICLE 13 **LIABILITY INSURANCE AND INDEMNITY**

Section 1. The Employer shall continue in full force and effect all existing levels of legal and financial protection, including its assumption of liability protection for all bargaining unit members while on duty for the City of Cortland, Ohio. This shall include, but is not limited to:

- (1) The operation of motor vehicles owned by the Employer while on duty for the City of Cortland, Ohio;
- (2) The operation of fire equipment owned by the Employer or Employee while on duty for the City of Cortland, Ohio;
- (3) Injuries received by a fire fighter in the lawful performance of duty for the City of Cortland, Ohio.

Section 2. In the event that such insurance coverage is not available to the City upon terms and conditions satisfactory to the City, the City shall indemnify an employee for reasonable expenses incurred by him in defending civil legal proceedings provided that any such action is based upon allegations(s) that:

- (1) The Employee was acting in a matter in which the City has an interest, and
- (2) The Employee was acting in discharge of a duty imposed or authorized by law, and
- (3) The Employee was acting in good faith.
- (4) The Employee was not exceeding his authority intentionally.

The City shall reimburse or pay a judgment or settlement sum in an action based upon the aforesaid allegations provided that the Council of the City finds and determines that such damages were not the result of employee gross misconduct. The decision of Council may be appealed through the grievance procedures of this Agreement.

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Section 3. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the City or the Union, nor shall failure be considered a breach by the City or the Union of any obligation undertaken under this or any other agreement.

However, nothing in this Agreement shall be construed to relieve any insurance carrier from any liability it may have to the City, union, employee, or beneficiary of any employee. The terms of any controlling in all matters pertaining thereto.

ARTICLE 14 **TRAINING**

Section 1. The City shall reimburse: tuition, room, board and mileage according the IRS mileage allowance expended by any member of the bargaining unit who attends an approved Fire fighting or EMS school or seminar whether by authority or order of the Chief of Fire, or City Administration.

Section 2. A member shall not lose any pay or benefits while attending any section one educational activity during a regularly scheduled work shift.

Section 3. Employees shall be compensated at one and one half times the members Contract Hourly Rate + Longevity + Certification Allowance + Education for class time and travel time to the class, if ordered by the Chief of Fire or City Administration to attend a section one activity that is outside of normal duty hours.

Section 4. Bargaining unit members shall have first consideration when training is offered; and, any member desiring to attend section one educational activities outside of normal duty rotations shall submit to the Chief of Fire request to attend said courses. Requests shall not be unreasonably denied.

Section 5. The City shall not be obligated under sections three or four herein, should the educational activity be required to maintain certification, or to fulfill initial conditions of employment.

Section 6.

- A. Effective January 1, 2008 each employee shall be entitled to 130 hours of continuing education time every three years. New requirements for certification mandated by the State during the term of this contract will be added to the total hours available at a rate of 50% of the required hours. Said time shall be utilized for EMS (Certifications and recertifications) and fire / rescue training.
- B. Any bargaining unit employee who attends an approved class while off-duty shall receive comp time at one (1) hour for each one (1) hour of training received not to exceed 120 hours of comp time during the period of this contract earned under this section.

Section 7. "Certification Allowance"

Bargaining unit members who earn advanced levels of certification will be compensated for the additional capabilities after proper documentation is provided to the City.

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Advanced Level 1 includes certifications in any 3 of the of the following areas:

CPR – Cardiopulmonary Resuscitation
ACLS – Advanced Cardiac Life Support
PALS – Pediatric Life Support
PHTLS or BTLS – Pre-Hospital or Basic Trauma life Support
HAZMAT operations

The city will pay a certification allowance at Advanced Level 1 of \$.50 per hour.

Advanced Level 2 includes certifications in all of the following areas:

CPR – Cardiopulmonary Resuscitation
ACLS – Advanced Cardiac Life Support
PALS – Pediatric Life Support
PHTLS or BTLS – Pre-Hospital or Basic Trauma life Support
HAZMAT operations

The city will pay an additional certification allowance at Advanced level 2 of \$.30 per hour.

For each additional certification in Fire Inspector, Fire Arson Investigator I, Fire Arson Investigator II, Instructor in fire, CPR, EMS, ACLS, PHTLS / BTLS, or PALS the city will pay an additional \$.10 per hour for up to three (3) certifications or a maximum of \$.30 per hour.

ARTICLE 15 **JURY DUTY AND WITNESS PAY**

Section 1. An employee who is called for jury duty shall be compensated his Contract Hourly Rate + Longevity + Certification Allowance + Education for the time spent on jury duty less the pay received from the court for his services.

Section 2. An employee who is subpoenaed, summoned, or otherwise has to appear in court or any official proceeding, on behalf of the City of Cortland shall be paid Contract Hourly Rate + Longevity + Certification Allowance + Education for all time lost from scheduled work less any amount he receives as a witness.

Section 3. An employee who is subpoenaed, summoned, or otherwise has to appear in court or any official proceeding, on behalf of the City of Cortland while not on duty shall two (2) hours call in or time spent whichever is greater. Pay shall be at one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education.

ARTICLE 16 **HOURS OF WORK/WORK PERIOD**

Section 1. Employees covered by this Agreement shall be divided into three (3) working divisions known as the "Three Platoon System". Each platoon shall be alternately on duty twenty-four (24) hours and off duty forty-eight (48) hours.

Section 2. Work period shall commence at 08:00 hours and be over at 16:00 hours, the remaining duties performed during the 24 hour tour of duty, shall be only those deemed

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required for essential operational needs, i.e.; answering emergency calls, preparing equipment for further emergencies and answering service calls to the general public.

Section 3. The union agrees that employees who are on probationary status, may be scheduled on a 40 hour work week to facilitate training needs as set forth by conditions of employment.

ARTICLE 17 OVERTIME

Section 1. Employees covered by this Agreement shall be entitled to overtime compensation for all hours worked in excess of a regular work shift. The rate of compensation shall be at one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education. Employees shall also be entitled to overtime compensation for all hours worked in the performance of their duties in excess of two hundred and twelve (212) hours in a twenty-eight (28) day cycle, the rate of compensation shall be one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education, based on two thousand seven hundred fifty six (2,756) hours worked annually as set forth in FLSA laws.

Section 2. An employee shall be entitled to overtime compensation at one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education, when performing his duties outside of the employee's normal duty hours, as assigned, ordered or scheduled.

A. An employee may choose to take comp time in lieu of overtime pay at the same overtime rate. Employees may accumulate no more than 120 hours of comp time for hours earned via both overtime and training time. Upon separation from the City of Cortland, the employee shall be paid for all accumulated comp time at the employee's Contract + hourly rate + longevity + certification allowance + Education. Payment will be paid by the City of Cortland within thirty (30) calendar days.

Section 3. Overtime Scheduling:

- A. Overtime shall be offered to all bargaining unit members according to the following schedule.
1. Overtime shall be offered to that employee with the least amount of accumulated overtime except as provided herein.
 2. Jan. 1st of each year all employees shall have 0 (zero) accumulated overtime hours and the first overtime shall be offered by seniority.
 3. Employees may take up to a maximum of 24 hours or a minimum of 8 (eight) hours of overtime offered per shift. If less than 8 (eight) hours of overtime is available, the employee shall take the full amount offered.
 4. Overtime shall not be offered to an employee whose turn is working when such overtime is needed.
 5. Employees on vacation, personal, reduction or sick time, shall not be charged nor shall they be called to work overtime.

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6. Employees on Bereavement Leave shall not be charged nor shall they be called to work overtime.
 7. Employees on Union or Fire Dept. business shall not be charged.
 8. Employees refusing overtime immediately after working back-to-back shifts shall not be charged.
 9. Any employee meeting criteria 4-5-6-7 or 8 may be offered overtime after all eligible employees have been asked and overtime coverage is still deemed necessary.
 10. All mandatory overtime shall be started from the lowest seniority employee, not meeting criteria 4-5-6-7 or 8, and not exceed 8 (eight) working hours.
 11. Only the officer in charge shall have total responsibility of upgrading the overtime equalization chart.
 12. The overtime equalization chart shall be posted in the Radio Room with full and free access to all bargaining unit members.
 13. The employee up for overtime shall be contacted by dept. issued page and telephoned at home, if in either event the employee is paged or a telephone answering machine is reached, the employee has 15 (fifteen) minutes to return the phone call or be charged 4 (four) hours for denying overtime. Employees shall be charged 1 (one) hour of overtime for denying if less than 8 (eight) hours of overtime are being offered.
 14. The markings shall be as follows : W=Worked, R=Refused, V=Vacation, P=Personal, S=Sick, B=Bereavement and OD=On Duty.
- B. Only officers should work for officers, if officers are unavailable, the senior man on duty shall, in the absence of a Chief Officer, be appointed as Acting Captain for the duration of that tour of duty and compensated accordingly as outlined in Article 23, section 5.
- C. Bargaining Unit members who are on leave (Vacation, Personal, Reduction, Sick time) shall not be mandated overtime to maintain Routine operations for days prior to or after a scheduled leave Until they have reported back to work a shift. Overtime may be Offered under Article 17 Section 3 Subsection A-10.

Section 4. New employees shall not be eligible for "overtime scheduling" until they have completed all State Mandated Schools.

Section 5. In the event that a member of the bargaining unit is ordered to work overtime to satisfy minimum staffing requirements, he shall not be kept longer than eight (8) hours, unless the employee chooses to work longer.

Section 6. Employees shall be compensated with 7 shifts of work reduction per year to reduce the employees scheduled hours to 2756 hours in accordance with Article 17 Section 7.

Section 7. Employees shall choose their shifts by the end of the first pay in January for that year. Work reduction days shall not create overtime. The chief may, upon petition

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of an employee, allow an employee to change his reduction days after the selection deadline.

Section 8. Overtime which shall be counted towards the overtime rotation shall be:

1. Any scheduled overtime to fill shift coverage
2. Any other overtime covered under management rights.

Overtime such as holdovers, calls at the end of the shift, of duty calls, or call backs for fires are covered under Article 24 and shall not be counted for the overtime rotation.

ARTICLE 18 **TIME TRADE**

Section 1. All employees covered by this Agreement, shall be allowed to trade time. The officer in charge shall be notified by the person requesting the trade and the person working shall be required to complete assigned duties until relieved. Traded days shall not be counted toward the computation of overtime as provided in this Agreement.

Section 2. Firefighters who become Acting captain, as a result of a trade, shall not be eligible for Acting Captains pay.

ARTICLE 19 **UNION LEAVE**

Section 1. The union officers or alternates to the State or International conventions or conferences, or related work seminars of the Union, who are members of the bargaining unit, shall be granted time off with pay for the purposes of attending such conventions, conferences or seminars by use of union leave time (as described in sub-section A), then accumulated personal or vacation time. The employee must request such time off in writing to the Employer five (5) calendar days, exclusive of Saturdays, Sundays and Holidays, prior to any such meeting.

A) The city agrees to provide the President of the Union or his/her designee 72 hours of union leave for the term of this agreement with pay to attend union sponsored local, state, national or international conferences, conventions or meetings. Union leave may be taken in hourly increments.

Section 2. Such time off from scheduled hours must be arranged for and approved in advance by the Chief of Fire.

ARTICLE 20 **MILITARY LEAVE**

Section 1. All employees of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, or members of other reserve components of the Armed Forces of the United States, are entitled to leaves of absence for such military service for field training, active duty or emergency call-out for a period not to exceed thirty-one (31) calendar days per year per employee.

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Section 2. Except in cases of emergency leave, the employee is required to submit to the Chief an order or statement from the appropriate military commander as evidence of such duty at least two (2) weeks in advance of the starting date of such leave.

Section 3. Employees on such leave shall be paid during such absence for the difference between their regular straight time wages and their military pay for such period.

Section 4. If an employee of the bargaining unit, who is a member of a reserve component of the Armed Forces of the United States, is ordered to active duty for an undetermined length of time in excess of thirty-one (31) days, he shall be granted an unpaid leave of absence to fulfill that military obligation, and have all rights guaranteed to him by Federal and State laws.

Section 5. If an employee referred to in Section 4 is on probation, the remainder of his probation shall be continued upon his return from active duty.

ARTICLE 21 **SICK LEAVE**

Section 1. An Employee shall earn (4.6) hours of sick leave for each eighty (80) hours of completed work. Sick leave may accumulate from year to year without limit.

Section 2: The following sick leave bonus will be paid to a firefighter who has:

Taken no sick leave from November through April	\$150.00
Taken no sick leave from May through October	\$150.00

OR

Taken no sick leave from Nov. 1 st through Oct. 31 st	\$350.00
---	----------

The sick leave bonus periods shall run from November 1st to October 31st. Payment of the sick leave bonus will be made by separate check no later than November 15th.

Section 3. To be eligible for the sick leave bonus, an Employee must be actively employed by the Employer for the entire calendar year. Only hours of sick leave usage shall be counted against an Employee's potential sick leave bonus. Should an employee be laid off during the calendar year, but meets the requirements for sick leave bonus eligibility for that period he was actively employed, his sick leave bonus will be prorated for his time in active employment.

Section 4. Uses of Sick Leave:

- A. Sick leave shall be granted to an Employee upon approval of the Employer and for the following reasons:
- (1) Illness or injury of the Employee or a member of his immediate family.
 - (2) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
 - (3) Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the Employee's wife and family during the post-natal period.

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Section 5. Physician Examination: The Employer may require the Employee to take an examination, conducted by a licensed physician, to determine the Employee's physical capability to perform the duties of the Employee's position. If found not qualified, the Employee may be placed on sick leave. The cost of such examination shall be paid by the City. Should the opinion of the licensed physician conflict with that of the Employee's personal physician, a third physician shall be selected by the previous two physicians. The opinion of the third physician shall be borne jointly between the city and the employee.

Section 6. Expiration of Sick Leave: If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted vacation leave or unused personal days. Request for such usage shall not be unreasonably denied.

Section 7. A member of the bargaining unit, who retires shall be entitled to compensation in a lump sum for a maximum of 480 hours of all unused sick leave which he has accumulated. Compensation for these accrued but unused sick leave hours shall be at the Employee's Contract Hourly Rate + Longevity + Certification Allowance + Education of pay. Payment will be paid by the City of Cortland within thirty (30) calendar days.

Section 8. "Personal shifts"

- A. Each employee shall receive four (4) personal days per year to be deducted from the employee's accumulated sick leave. Personal time used shall not be counted against an employee's sick leave bonus determination.
- B. Each bargaining unit member may take up to 48 hours of personal time each year that may cause overtime.

ARTICLE 22
BEREAVEMENT LEAVE

Section 1. A member of the bargaining unit shall be entitled, upon the death of a member of his immediate family, to a maximum of 48 hours of bereavement leave, with pay. Immediate family shall be defined as an employee's parents (step-parents), spouse, children (including step-child), brother or sister, mother or father-in-law and grandparents.

Section 2. A member of the unit may also be entitled to a maximum of one (1) work shift of funeral leave with pay in the event of the death of an employee's aunt, uncle, brother-in-law, sister-in-law.

Section 3. Any employee who must travel more than 300 miles for a funeral shall be granted one additional shift off to be deducted from the employees sick time.

Section 4. Additional funeral leave may be granted to an employee with such additional leave charged to an effected employee's accumulated sick leave. Leave shall not be unreasonably denied by the employer and shall not count against sick leave bonus determination. Any other relation of significant value to the employee may qualify for funeral leave under this section.

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ARTICLE 23 WAGES

Section 1. Effective July 1, 2011, all bargaining unit members shall be compensated at a Contract Hourly Rate as follows: (includes a 1% general wage increase).

\$15.02/HR - Firefighter/Paramedic

\$14.40/HR - Firefighter/EMT

Section 2. Effective July 1, 2012, all bargaining unit members shall be compensated at a Contract Hourly Rate as follows: (includes a 1% general wage increase)

\$15.17/HR - Firefighter/Paramedic

\$14.54/HR - Firefighter/EMT

Section 3. Effective July 1, 2013, all bargaining unit members shall be compensated at a Contract Hourly Rate as follows: (includes a 2% general wage increase)

\$15.47/HR - Firefighter/Paramedic

\$14.83/HR - Firefighter/EMT

Section 4. Bargaining unit members at the Rank of Captain/Medic or Captain/EMT shall be paid at 10% above Contract Hourly Rate.

Section 5. Senior firefighters will be assigned Acting Captain status in the absence of a bargaining unit Captain/Medic or Captain/EMT. They will be paid the same rate for the total hours worked, as a Captain for the time spent in that position.

Section 6. All probationary employees, hired after 1-1-96 shall be compensated according to the following schedule:

1st Year	-	80% of Contract Hourly Rate of pay
2nd Year	-	90% of Contract Hourly Rate of pay
3rd Year	-	95% of Contract Hourly Rate of pay
4th Year	-	100% of Contract Hourly Rate of pay

Section 7. Effective Jan. 1, 2005. All employees shall be entitled to a longevity payment after the completion of the required length of continuous full time service to Cortland City Fire Department pursuant to the following schedule:

After three(3) yrs. and up to seven (7) yrs.	3% of Contract Hourly Rate
After seven (7) yrs. and up to fourteen (14) yrs.	5% of Contract Hourly Rate
After fourteen (14) yrs. and up to twenty (20) yrs.	8% of Contract Hourly Rate
After twenty (20) years up to retirement	10% of Contract Hourly Rate

Payment of longevity will be granted at the first regular pay following the employees anniversary date and shall be calculated on the employees prevailing Contract Hourly Rate of pay.

Section 8. Each employees pay shall be equalized based on the employees work cycle and pay periods for the upcoming year. Equalized pay will not include overtime, holiday pay, or any other compensation earned through the course of the year. Overtime, holiday and additional compensation will be reflected in the pay period in which it was earned.

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Section 9. Effective January 1, 2008 the City of Cortland will pay 100% of the employees P&F pension contribution.

Section 10. In the event that a bargaining unit member loses their medical or fire related certification(s), because of an accreditation error, the employee will be permitted to perform their basic job function until such a time the employee obtains their certification(s) back or for up to maximum of 30 calendar days. The union agrees to accommodate reasonable requests to modify the employee's schedule and duties to best utilize the employee during the loss of accreditation.

ARTICLE 24 REPORT PAY/MINIMUM CALL-IN/HOLDOVER AND OFF DUTY CALL

Section 1. Whenever an employee is called to work at a time other than his regular work schedule, he shall be guaranteed a minimum of three (3) hours overtime pay or time worked, whichever is greater. If the reason for the employees call out is completed in less than three (3) hours the employee shall not be required to stay the entire three (3) hours. This section does not apply to overtime that is continuous with the employees regular schedule. This section does not apply to employees who report for "off duty call" as outlined in section 3.

Section 2. Should the Employer require an employee to "holdover" beyond the end of his regular turn, such employee shall be entitled to a minimum of one (1) hour of pay for such holdover time at one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education. Should the period of holdover extend beyond one (1) hour, an affected employee shall be paid at one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education for all hours worked. Holdover time shall not exceed eight (8) hours without voluntary consent of the employee.

Section 3. Any employee who voluntarily reports for an "off duty call" i.e. second call or fire alarm and is not called back by the oic, shall be compensated for time spent on duty at one and one-half (1 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education. If an employee returns voluntarily and the call escalates to a call back the employee shall be treated as if he were called back.

ARTICLE 25 VACATIONS

Section 1. Members of the bargaining unit shall be entitled to vacation in accordance with the following schedule:

One (1) through five (5) years of service	5 shifts
After five (5) years of service	7 shifts
After seven (7) years of service	8 shifts
After eight (8) years of service	9 shifts
After nine (9) years of service	10 shifts
After fourteen (14) years of service	12 shifts
After Twenty (20) years of service	13 shifts

Section 2. Total credit for an employee's years of service, shall be given for the determination of vacation benefits, and periods of layoff shall not affect such determination.

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Section 3. Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay which he has earned, but not yet taken. Should such employee be deceased, payment for such unused vacation time shall be made to the employees surviving spouse, next of kin, personal representative, or the employee's estate. Payment will be paid by the City of Cortland within thirty (30) calendar days.

Section 4. Bargaining unit members may accumulate vacation in accordance with O.R.C. 4117.

Section 5. When an employee elects to use his vacation leave, he shall schedule such time with the Chief of Fire at least 48 hours prior to the requested time.

Section 6. An employee may elect to "sell back" up to a maximum of three (3) shifts of their accumulated vacation time each year. An employee who elects such a "sell back" shall notify the Chief by October 31st. The chief shall notify the Finance Director of the names of employees who elect such a "sell back" and the amount of such time sold back by each. The Finance Director shall issue each employee his total amount of such vacation time on or before December 15th via a separate check.

Section 7. An employee may make his vacation selection based on seniority. In a year when an employee becomes eligible for an additional week of vacation, he may schedule such additional time and may take such time after his anniversary date.

ARTICLE 26 HOLIDAYS

Section 1. The following shall be observed as holidays, for purposes of this Article, for members of the bargaining unit:

- New Years Day
- Martin Luther King Day
- Presidents Day
- Good Friday
- Columbus Day
- Memorial Day
- Fourth of July
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas

Section 2. Should an employee be required to work one of the holidays listed above, he shall be compensated at the rate of two (2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education for all hours worked on such holiday. Holiday pay will commence at 0800 hour the morning of the holiday and end at 0800 the following day.

Section 3. An employee who is not scheduled to work on a recognized holiday, as outlined in Section 1, shall be compensated with eight (8) hours at the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education for each such holiday.

Section 4. Should an employee work overtime on a recognized holiday, he shall be compensated at the rate of two and a half (2 1/2) times the employee's Contract Hourly Rate + Longevity + Certification Allowance + Education.

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ARTICLE 27 UNIFORM ALLOWANCE

Section 1. All bargaining unit members who are employed by the City of Cortland Fire Department shall be entitled to a uniform allowance of nine hundred dollars (\$900.00) per year. This shall be paid by January 23rd each year effective January 1, 2008.

Section 2. All bargaining unit members who have been employed by the city for less than one (1) year shall be entitled to a prorated clothing allowance of seventy five \$75.00 per month (months remaining in the year times sixty dollars) this allowance shall be paid at the employees time of hire. All employees under probationary status, should they become severed shall reimburse the city the uniform allowance (months remaining in the year times seventy five dollars(\$75.00).

Section 3. The employer agrees to replace personal items listed below that are lost, stolen or damaged while an employee is performing his assigned duties to the City of Cortland Fire Department. The employer agrees to pay up to the costs assigned the items with the employee paying any difference. A yearly maximum amount that the employee will be responsible for will be five hundred dollars (\$500).

Glasses, contacts, prescription sunglasses	\$250.00
Non-prescription sunglasses	\$ 50.00
Flashlight	\$125.00
Watch	\$ 50.00
Dentures/Partials	\$150.00
Uniform Clothing Items	\$200.00

ARTICLE 28 INJURY ON DUTY

Section 1. Should an employee be injured while on duty, and be entitled to Workers Compensation, he shall receive full pay and benefits for a period of one (1) year. This shall be deducted from his accumulated sick leave, if the claim is denied by BWC. When Worker Compensation benefits are approved, the employee shall reimburse to the City all benefits received under Workers Compensation for the period of the disability.

Section 2. Whenever an employee is required to stop working because of a service related injury or disability, he shall be paid for the remaining hours of the shift and such time shall not be charged against leave of any kind. Any lump sum payment received by the bargaining unit employee for a permanent injury or illness remains the property of the employee.

Section 3. Any bargaining unit employee on injury leave shall be entitled to reinstatement upon approval of a certified physician at the Contract Hourly Rate + Longevity + Certification Allowance + Education of the position to which the employee is reinstated at the time of such reinstatement.

Section 4. Bargaining unit members shall continue to accumulate seniority while on injury leave.

ARTICLE 29 DEATH BENEFIT

Section 1. Upon the death of a bargaining unit member, compensation at the rate of said employee's Contract Hourly Rate + Longevity + Certification Allowance + Education, at the time of death, shall be paid to the employee's widow, children, and/or estate for all unused vacation, paid holidays earned and accumulated sick time (max. of 480 hrs.) and all earned comp time due at the time of death. Payment will be paid by the City of Cortland within thirty (30) calendar days.

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ARTICLE 30 MEDICAL BENEFITS AND INSURANCE

Section 1. The City agrees to make available a group health insurance plan, including a prescription drug program, vision and dental program, to all full-time bargaining unit employees at the same or comparable benefit levels as in effect on 9/1/2010. The employee may elect single or family (dependent) coverage. Payment of the health insurance premium shall be as follows:

A. Effective July 1, 2011 employee shall pay five percent (5%) of the premium amount or monthly cap amount stated herein, whichever is less.

	<u>HSA</u>		<u>Traditional</u>
Single	\$25.00	Single	\$30.00
Family	\$45.00	Family	\$60.00

B. Effective July 1, 2012 employee shall pay eight percent (8%) of the premium amount or monthly cap amount stated herein, whichever is less.

	<u>HSA</u>		<u>Traditional</u>
Single	\$30.00	Single	\$50.00
Family	\$60.00	Family	\$90.00

C. Effective July 1, 2013 employee shall pay ten percent (10%) of the premium amount or traditional monthly cap amount stated herein, whichever is less.

	<u>HSA</u>		<u>Traditional</u>
Single	\$40.00	Single	\$60.00
Family	\$80.00	Family	\$120.00

1. City will pay the remaining premium for all coverage options.

2. The City will fund the HSA Deductibles in the amount of \$2,000 for single coverage and \$4,000 for family coverage in each year of the collective bargaining agreement.

3. The parties agree to continue discussion about formation and function of the Health Care Committee.

Section 2. The employer agrees to provide, at sole cost and expense, Life Insurance as shown below.

Employee	\$30,000.00
Spouse	\$ 5,000.00
Each dependent child under 18	\$ 2,000.00
(insurance limited to \$100.00 for dependents age 15 days to 6 months)	

Section 3. Employees with alternative health care coverage shall be offered one hundred (100) dollars per month for waiving the health care benefit provided by the Employer. This section does not apply to spouses who are co-employed by the City of Cortland. If any employee who has chosen this option, wishes to return to the coverage as stated in Section 1 thru 2, he may do so, pending approval by the insurance carrier accepting the employee back into the group at group rates.

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Section 4: All non-probationary employees shall receive 1.5% of the employee's day shift rate of pay (Contract hourly rate + longevity + Certification Allowance + education pay) by January 15th of each contract year as a health care participation incentive.

ARTICLE 31 **PENSIONS**

Section 1. The Employer shall continue in full force and effect the pension and disability program through the Police and Fireman's Disability and Pension Fund, pursuant to statute or ORC.

Section 2. In the event the City, by virtue of amendments to Ohio's retirement system, is prohibited from picking up the employee's contribution to the retirement fund, the City agrees to increase the employee's hourly wage by the amount of the ten percent (10%) pick-up for which the City has been responsible.

ARTICLE 32 **SEVERABILITY**

Section 1. If during the life of this Agreement, any of the provisions contained herein are held to be invalid, by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 33 **MISCELLANEOUS**

Section 1. It is agreed that the volunteer force of our Fire Department is needed, however there will be no exercise of management rights of volunteers over full time employees.

Section 2. The employer agrees not to contract out Fire Department duties in the terms of this contract. This does not preclude any mutual aid agreement between the City and other fire fighting/Ems jurisdictions.

ARTICLE 34 **LEAVE OF ABSENCE**

Section 1. Any employee may apply for a leave of absence, with the approval of the Mayor or his designated representative, not to exceed six (6) months for personal reasons. Such leaves shall not be unreasonably denied.

Section 2. Any employee who is on medical leave and has exhausted all other leaves shall be entitled to apply for a leave of absence not to exceed one (1) year. Such leave must be applied for in writing to the Chief of Fire and shall not be unreasonably denied.

Section 3. Employees shall not lose any seniority or medical benefits while on an approved leave of absence.

ARTICLE 35 **MINIMUM STAFFING**

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Section 1. The City agrees to maintain a minimum of two (2) bargaining unit members on duty at all times.

ARTICLE 36 **LABOR/MANAGEMENT MEETING**

Section 1. In the interest of sound labor/management relations, the City and the Union agree to meet twice annually to discuss potential problems and promote a more harmonious labor/management relationship. Meetings shall be at a mutually agreeable date and time.

ARTICLE 37 **TURN-OUT GEAR**

Section 1. The City agrees to furnish the required turn-out gear and any protective clothing and devices required for members of the bargaining unit, including but not limited to new safety prescription glasses for Scott Air Packs, fire coats, bunker pants, gloves, helmets, boots, nomex hoods, flashlights, batteries, and other equipment to safely fulfill the requirements of their duties. All equipment issued to bargaining unit members shall meet or exceed N.F.P.A. requirements at the time the equipment is issued. If any laws or acceptable practices change the city agrees to replace or repair the affected equipment.

Section 2. The City agrees to replace additional Fire/Ems equipment that has been purchased by the employee, in the event that such equipment is damaged/destroyed in the line of duty. Method of replacement may be through submission of claim to an insurance carrier, however the employee shall not be financially responsible for the applicable deductible.

ARTICLE 38 **RETROACTIVE**

Section 1. It is hereby mutually agreed between the City and the Union that all terms and provisions of this agreement regardless of date of final approval, will be retroactive beginning January 1, 2008.

Section 2. The City agrees to pay all back wages due to the employees covered under this agreement in the second regular pay following the ratification of this agreement by Cortland City Council.

ARTICLE 39 **EDUCATIONAL COMPENSATION**

Section 1. Any employee who desires to attend an accredited university and complete courses in a fire science or medical related degree program, shall have the employer pay for said class tuition, provided the employee complies with the following:

1. Request for attendance must be in writing to the Fire Chief, no later than thirty (30) days prior to the start of class.
2. Upon successful completion of the class the employer agrees to reimburse employee as follows: 100% - A, 80% - B, 50% - C, with a maximum quarter or semester allowance of \$600.00. Which may also include required classroom text.
3. To be eligible to attend, employees must be formally accepted by the university and meets its requirements and must have completed two (2) full years of service with the Cortland Fire Department.

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4. Class attendance shall be on the employees time and the Employer shall not pay the employee for any time spent in class attendance.

Section 2. The Employer shall complete the reimbursement to the employee within thirty (30) days of the employees presentation of documentation to the chief.

Section 3: Any bargaining unit member who has successfully completed and received an Associate Degree in fire/medical or a related field shall receive additional pay in the amount of twenty-five dollars (\$25) per month.

Section 4: Any bargaining unit member who has successfully completed and received a Bachelors Degree in fire/medical or a related field shall receive additional pay in the amount of forty-five dollars (\$45) per month.

Section 5: Any bargaining unit member who has successfully completed and received a Master's Degree in fire/medical or a related field shall receive additional pay in the amount of sixty-five dollars (\$65) per month.

ARTICLE 40 **LAYOFF AND RECALL**

Section 1. When the Employer determines a layoff is necessary, the Employer shall notify the affected employees, in writing at least thirty (30) calendar days in advance of the effective date of layoff. The Employer, upon a written request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on bargaining unit employees.

Section 2. When the Employer determines that layoffs will occur, employees will be laid off in accordance with their seniority as defined Article 11, "Seniority", beginning with the least seniority.

Section 3. Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff.

Section 4. Notice of recall shall be sent to the employee by registered mail, return receipt requested. A copy will also be sent to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice to the last mailing address of the employee.

Section 5. The recalled employees shall have seven (7) calendar days, following the date of the receipt of the recall notice to notify the Employer of the employee's intention to return to work. The employee shall have fourteen (14) calendar days following the receipt of the recall notice in which to report for duty, unless a different date is otherwise specified in the notice. A physical may be required for employees laid off more than one year the physical shall be at the employers expense.

Section 6. All Non-essential, Part-time and Reserve employees shall be suspended prior to any full time bargaining unit member being laid off or abolished.

ARTICLE 41 **DRUG FREE WORKPLACE**

It is the intent and obligation of the City to provide a drug free work environment. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of this national problem; particularly when the problem concerns our employees. The City Drug Free

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workplace policy is included as a part of this agreement in Appendix B and will only be modified as required by law or as approved by the Employee Health Committee.

ARTICLE 42 DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of June 30, 2011, and shall remain in full force and effect until June 30, 2014, unless otherwise terminated as provided herein:

- A. If either party desires to modify or amend 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, except as otherwise provided herein. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- B. The City agrees to allow the union to proof read the ordinance version of the contract prior to such ordinance going before council, with a reasonable amount of time being allotted to correct any typographical errors.

ARTICLE 43 SUCCESSOR AGREEMENT

Section 1. This agreement shall be binding upon the successor and assigns of the parties hereto, and no provision, term, or obligation herein contained, shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer, or assignment of either party hereto, or by any change geographically or otherwise in location, or place of business of either party hereto.

ARTICLE 44

This ordinance having the procedural rules suspended shall take effect immediately as being in the best interest of the public health and safety and welfare of the residents of the City of Cortland, Ohio.

PASSED IN COUNCIL THIS 20th DAY OF JUNE, 2011.

ATTEST:

Donna Lyden
CLERK OF COUNCIL

Frank J. Stoen
PRESIDENT OF COUNCIL

FILED W/MAYOR 6-21-11
DATE

Art Hill
MAYOR

6-21-11
DATE APPROVED

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ROLL CALL
EMERGENCY

Petrosky, aye
Piros, aye
Stocz, aye
Sweeney, aye
Tackett, aye
Woofter, aye
Linville, nay

ORDINANCE

Piros, aye
Stocz, aye
Sweeney, aye
Tackett, aye
Woofter, aye
Linville, aye
Petrosky, aye

OFFICIAL SEAL

RECORD OF ORDINANCES

Dayton Legal Blank, Inc.

Form No. 36043

Ordinance No. 0-34-11

Passed June 20, 2011, 20

SIGNATURE PAGE

CORTLAND CITY FIREFIGHTERS
I.A.F.F. 3632

Willie F. Bruneau

President, I.A.F.F. 3632

Forrest J. Dahn

Sec/Treas. I.A.F.F. 3632

I.A.F.F./JOAPFF Official

June 21, 2011

Date of Signing

CITY OF CORTLAND

Q. Will

Mayor, City of Cortland

Frank J. Stoney

President of Council

William C. Macfarlane

Chief of Fire

LETTER AGREEMENT AMENDING THE COLLECTIVE BARGAINING CONTRACT BETWEEN THE CITY OF CORTLAND AND THE CORTLAND CITY FIREFIGHTERS ASSOCIATION.

WHEREAS, the section of the current collective bargaining agreement relative to health insurance between the City of Cortland and the Cortland City Firefighters Association is in need of amending; and

WHEREAS, the parties to the agreement have collectively bargained the adjustment to the health insurance benefit and believe it is in their best interests to amend one section of the current agreement;

NOW, THEREFORE, the City of Cortland and the Cortland City Firefighters Association hereby agree as follows:

1. That the collective bargaining agreement that is in place and scheduled to expire on June 30, 2014, is amended as follows with all of its other terms and conditions remaining in effect.

2. That the language appearing in Section 1(C)(2) of Article 30 shall be deleted and the following language inserted into its place.

The City will fund the HSA deductibles in the amount of \$2,500 for single coverage and \$5,000 for family coverage in each remaining year of this collective bargaining agreement. The City shall also pay the deductible for those employees on the traditional PPO Plan in the amount of \$250 for single coverage and \$500 for family coverage.

3. The Mayor of the City of Cortland is authorized to sign this Letter Agreement pursuant to the authority granted to him in Ordinance 036-12 passed in Council on August 27, 2012.

WHEREFORE, the parties hereto sign through their authorized representatives and agree to be bound by the terms herein.

CORTLAND CITY FIREFIGHTERS
ASSOCIATION

THE CITY OF CORTLAND

Willie F. Brown 08-22-2012
I.A.F.F. Staff Representative Date

By: Curt Moll
Curt Moll, Mayor

8-28-2012
Date

RECORD OF ORDINANCES

Ordinance No. 0-36-12 Passed August 27, 2012, 20

AN ORDINANCE AMENDING ORDINANCE O-34-11 TO APPROVE AND AUTHORIZE A REVISION TO THE COLLECTIVE BARGAINING CONTRACT BETWEEN THE CITY OF CORTLAND AND THE CORTLAND CITY FIREFIGHTERS ASSOCIATION AND DECLARING AN EMERGENCY.

WHEREAS, the City of Cortland and the Cortland City Firefighters Association agreed to a new collective bargaining agreement in June of 2011; and,

WHEREAS, the current agreement authorized by Ordinance O-34-11 is in need of an amendment to Article 30, Section 1(C)(2) to reflect a change to health insurance collectively bargained by the parties.

NOW, THEREFORE:

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF CORTLAND, OHIO:

Section 1. That the Council of the City of Cortland authorizes the Mayor to sign a Letter of Agreement amending the collective bargaining agreement between the City of Cortland and the Cortland City Firefighters Association.

Section 2. All terms, conditions and benefits as set forth in Ordinance O-34-11 will remain in full force and effect save and except for Section 1(C)(2) of Article 30 whose language shall be deleted and the following new language inserted into its place:

The City will fund the HSA deductibles in the amount of \$2,500 for single coverage and \$5,000 for family coverage in each remaining year of this collective bargaining agreement. The City shall also pay the deductible for those employees on the traditional PPO Plan in the amount of \$250 for single coverage and \$500 for family coverage.

Section 3. The Mayor is hereby authorized to sign the Letter of Agreement to amend only Section 1(C)(2) of Article 30.

Section 4. This ordinance having the procedural rules suspended shall take effect immediately as being in the best interests of the public health, safety and welfare of the City of Cortland as the health insurance contract of its employees is due to expire August 31, 2012.

PASSED IN COUNCIL THIS 27th DAY OF August, 2012.

ATTEST: Rhonda Horn
CLERK OF COUNCIL

[Signature]
PRESIDENT OF COUNCIL

FILED W/MAYOR 8-28-12
DATE

[Signature]
MAYOR

DATE APPROVED 8-28-12

ROLL CALL
EMERGENCY

Woofter. aye
Edwards. aye
Linville. aye
Petrosky. aye
Piros. aye
Rowley. aye
Tackett. absent

ORDINANCE

Edwards. aye
Linville. aye
Petrosky. aye
Piros. aye
Rowley. aye
Tackett. absent
Woofter. aye

OFFICIAL SEAL