AN AGREEMENT

between

THE CITY OF NORTH ROYALTON, OHIO

and

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, AFL-CIO, LOCAL 2156

EFFECTIVE: January 1, 2016

EXPIRES: December 31, 2017

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of North Royalton, Ohio, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, AFL-CIO, Local 2156, hereinafter referred to as the "Union".

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operations of government, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to the citizens of the City of North Royalton, Ohio; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE III RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment for all full-time employees employed in the Fire Department occupying the positions of fireman and lieutenant, excluding all part-time, seasonal and temporary employees, and the Officer designated to be Acting Chief in the Chief's absence. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

3.02 Any Officer designated to be "Acting Chief" shall be utilized as such and granted appropriate authority and power to act as the "Acting Chief" during the Chief's and Assistant Chief's absence.

ARTICLE IV DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer shall deduct regular biweekly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. If an employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee will be working during that subsequent period.

4.02 The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

4.04 In addition, the Employer agrees to deduct United States Savings Bonds, credit union deposits to either the Parma School Employees Credit Union or the Cleveland Fire Fighters Association Credit Union, providing the employee so requests deductions and signs an authorization for the deductions.

4.05 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

ARTICLE V MANAGEMENT RIGHTS

5.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees; 2) determine the number of persons required to be employed, laid off or discharged; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE VI NO-STRIKE

6.01 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or

participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage or other concerted interference with or the withholding of services from the Employer.

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

6.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and obtain immediate injunctive relief.

6.04 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

ARTICLE VII PROBATIONARY PERIOD

7.01 All newly hired employees shall be required to serve a probationary period of two (2) years. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein, or to the Civil Service Commission.

7.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion providing such discretion is not exercised in an arbitrary or capricious manner, to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to the Civil Service Commission.

7.03 If any employee is discharged or quits while on his initial probationary period and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 7.01 above.

ARTICLE VIII NON-DISCRIMINATION

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

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

8.03 The Employer and the Union recognize the right of all employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination, interference, restraint, coercion or reprisals by the Employer or the Union against any employee because of Union membership or non-membership.

ARTICLE IX RULES AND REGULATIONS

9.01 It is agreed that a committee of bargaining unit members shall be established for the purpose of evaluating the Fire Department's Rules and Regulations. The Committee shall consist of not more than three (3) bargaining unit members.

9.02 The Committee will submit any recommendations in written form to the Chief for his review and study. The recommendations or proposals shall be accepted or rejected by the Chief in writing within thirty (30) days of their submission. Any rejected proposals shall be returned to the Committee for further review and study; and, if deemed appropriate, subsequent resubmission to the Chief for his approval or disapproval or modifications within thirty (30) days of the Chiefs rejection.

9.03 Should the Committee and the Chief be unable to agree over any work rule it will be submitted to the Safety Director within thirty (30) days of rejection. The Safety Director shall decide the issue within thirty (30) days of its submission to the Safety Director.

ARTICLE X UNION MEETING

10.01 The Union shall be able to conduct Union Meetings at Fire Station No. 1 after normal duty hours, upon advance notification to the Chief, providing such meetings do not interfere with the operation of the Department.

ARTICLE XI SAFETY COMMITTEE

11.01 There shall be created a Safety Committee to review and recommend suggestions and problems regarding safety conditions in the workplace. Such committee shall be comprised of not more than three (3) members from the Union and the Chief of Fire and shall meet at mutually agreeable times upon the request of either party, within twenty (20) days.

11.02 In the event the committee cannot resolve an issue regarding safety or the solution is not implemented within twenty (20) days, the matter may be appealed to the Mayor. In the event the matter is not resolved to the parties' satisfaction within twenty (20) days, it may be appealed to the Safety Committee of the City Council. The decision of the Safety Committee of Council shall not be appealable by the Union or its representatives.

ARTICLE XII LABOR-MANAGEMENT COMMITTEE

12.01 There shall be a Labor-Management Committee consisting of up to three (3) Union representatives and up to three (3) Employer representatives.

12.02 The Committee shall meet at the request of either party or at least quarterly, unless mutually waived, to discuss matters of mutual concern, excluding those issues subject to the Grievance Procedure or collective bargaining.

12.03 The Committee shall have the authority to make recommendations to the Union and Employer.

ARTICLE XIII PROMOTIONS

13.01 All promotions to the position of Lieutenant or the next position ranked higher than Lieutenant shall be made in accordance with the following provisions notwithstanding any Civil Service Laws, Rules or Regulations or any other provisions contrary to this Article.
Renumber remaining paragraphs

13.02 The Civil Service Commission shall post a notice announcing that a promotional examination will be given and stating how the eligibility list will be established. The posting shall list the written materials which should be reviewed for the written promotional examination. Employees shall be given at least sixty (60) days to review the materials before the written promotional examination is administered.

13.03 The Civil Service Commission shall administer the written promotional examination in accordance with its Rules and Regulations. If an employee passes the written promotional examination, the written promotional examination shall count as forty percent (40%) of the employee's total score pursuant to the Rules and Regulations of the Civil Service Commission.

Seniority points shall then be added to the written score. Seniority points will accrue after the completion of the sixth year of employment, at rate of one point per year to a maximum of 10 points.

13.04 Each candidate who passes the written promotional examination shall also be given an Assessment by an Assessment Board to evaluate the candidates potential supervisory, administrative, leadership and other relevant abilities for the position. The Assessment Board shall be established as approved by the Labor-Management Committee. Costs of such assessments shall be borne by the Employer. The Assessment Board shall provide each candidate with a score. This score shall count as sixty percent (60%) of the employee's composite score. If an employee fails to complete the assessment, the employee shall reimburse the employer unless the employee withdrew from the promotional process before the assessment was scheduled.

13.05 Upon completion of the written promotional examination and the assessment by the

Assessment Board, an eligibility list for the position shall be established, which shall be posted. The Mayor/Safety Director shall select one (1) of the top two (2) ranked employees on the eligibility list to fill the vacancy.

13.06 Candidates shall be promoted from the eligibility list by the Mayor/Safety Director selecting one of the top two in the case of a single vacancy; two of the top four if there are two (2) vacancies or three of the top five in the event there are three (3) vacancies. In the event a higher ranked candidate is passed over, he shall be given a written statement explaining the rationale for being passed over by the Mayor/Safety Director. The written rationale shall not serve as a basis for a grievance. Eligibility lists shall be effective for two (2) years from the date certified by the Mayor.

ARTICLE XIV CLASSIFICATION SENIORITY

14.01 Classification Seniority shall be defined as an employee's length of continuous full-time service with his classification (job title). Such seniority shall be utilized in determining preferences when two (2) or more employees within the same classification request the same time periods off and not all such employees can take the requested time off due to the needs of the Department. Lieutenants shall be granted a preference over non-ranking employees,

ARTICLE XV VEHICLE MAINTENANCE

15.01 The Employer will attempt to maintain its vehicles in such a manner that they will satisfactorily perform their function as safely as reasonably possible.

15.02 Employees will continue to provide routine maintenance and repair functions on such vehicles with the Employer making reasonable attempts to supply the basic tools necessary for such repairs and maintenance.

ARTICLE XVI HOLIDAYS

16.01 All full-time employees shall receive the following paid holidays:

New Year's Day
President's Day
Memorial Day
Independence Day
Labor Day
Personal Days- 5
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday

16.02 In order to be eligible for the above holidays, the employee must report to work and actually work the holiday if he was scheduled to work the holiday. If an employee reports off sick he shall not be eligible for holiday pay. Employees shall be able to utilize vacation time on holidays. In such a case, the holiday time shall be granted and accrued as though the employee worked the holiday.

16.03 Shift employees shall have the option of electing to take either time off with pay or to be paid for the holiday at his straight time rate of pay and shall notify the Chief of his election.

16.04 (a) Shift employees shall receive twelve (12) hours pay for such holidays or twelve (12) hours in compensatory time. Cash payment for any holidays not taken off in compensatory time shall be made concurrent with the last paycheck in November of each year. The personal day shall equal twenty-four (24) hours off in compensatory time, which shall be taken off and not paid for.

(b) Effective 2011 employees will have the option of exchanging 12 hours personal time for cash. Effective 2012 and thereafter-employees-will have the option of exchanging 24 hours personal time for cash.

16.05 Forty (40) hour employees shall receive eight (8) hours of straight time pay or the holiday off consistent with current implementation. unless scheduled to work. Personal days for forty (40) hours personnel shall equal eight (8) hours. Personal days for Forty (40) hour employees shall 6 for 2012 and thereafter.

16.06 Probationary employees shall not be eligible for personal days during their first year of probation.

16.07 An employee who actually works at least sixteen (16) hours on Thanksgiving Day or Christmas Day (0700 to 0700) shall be compensated at an additional one-half (1/2) times the employee's regular hourly rate. Effective 2011 and thereafter, employee who actually works at least sixteen (16) hours on Memorial Day shall be compensated at an additional one-half (1/2) times the employee's regular hourly rate. Effective 2012 and thereafter, employee who actually works at least sixteen (16) hours on Labor Day shall be compensated at an additional one-half (1/2) times the employee's regular hourly rate.

ARTICLE XVII VACATIONS

17.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule:

Length of Service	Tours of Duty (Shift)	Weeks (40 hour)
After one (1) year	Five (5) tours	2 weeks
After five (5) years	Seven (7) tours	3 weeks
After ten (10) years	Ten (10) tours	4 weeks
After fifteen (15) years	Twelve (12) tours	5 weeks

After twenty (20) years	Fifteen (15) tours	6 weeks

17.02 Earned vacation shall be awarded on the employee's anniversary date but may be available for use in the calendar year beginning in January. Employees who retire/separate from service who use vacation leave before their anniversary date of earned vacation shall have their final salary adjusted/reduced for such advanced vacation pay.

17.03 Vacation time off shall be selected as set forth in this Article. Selection of vacation leave shall be made by March 1st each calendar year. A roster indicating rank, seniority (time in grade) and the available vacation leave per individual shall be posted during the first week of January of each year. Vacation selection by forty (40) hour personnel under this provision shall not displace vacation selection by shift personnel.

Selections by shift personnel shall be made by rank and seniority (time in grade) and be approved through Department Procedures for vacation leave. The Chief shall have the authority to refuse vacation periods to insure adequate staffing of the Department and to insure that all employees utilize their vacation time.

17.04 Vacation time may be utilized at a minimum of one-half (1/2) tour (twelve (12) hours) for shift personnel who have waived the preselection rights as set forth above and eight (8) hours for forty (40) hour personnel. At least one-half (1/2) of all vacation leave awarded within a calendar year shall be utilized within the calendar year. Any vacation not utilized by the end of the calendar year shall be paid for at the rate it was earned in that calendar year on the first paycheck the employee receives in February of the subsequent year. Annual vacation leave from the previous year not utilized or paid shall be forfeited unless approved by the Chief and Mayor to extend such vacation leave or approve payment due to reasons of exigent circumstances.

17.05 If an employee with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's estate.

17.06 If an employee is laid off, he shall receive payment for his vacation time as though he had been terminated pursuant to paragraph 17.05, above.

17.07 If an employee is on vacation and becomes eligible for any of the other leave benefits of this Agreement (Funeral Leave, etc.), he may terminate his vacation and substitute such leave benefits.

17.08 Upon completion of fifteen (15) years' service, a shift employee may reserve five (5) tours of vacation per year, not to exceed twenty (20) tours, to be paid upon retirement. Forty (40) hour personnel upon completion of fifteen (15) years of service may reserve two (2) weeks of vacation per year not to exceed eight (8) weeks, to be paid upon retirement.

ARTICLE XVIII SICK LEAVE

18.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury, death in the employee's immediate family, or justifiable hardship as determined by the Employer.

18.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hour for every eighty (80) hours worked, excluding overtime, accumulative to an unlimited amount.

18.03 An employee who is to be absent on sick leave shall notify his supervisor of such absence and the reason therefore at least one-half (1/2) hour before the start of his work shift each day he is to be absent.

18.04 Sick leave may be used in segments of not less than one (1) hour.

18.05 Before an absence may be charged against accumulated sick leave, the Department Head may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Department Head and paid by the Employer. Any request for an employee to be examined by said physician shall be made with just cause. In any event, an employee absent for more than two (2) tours of duty must supply a physician's report to be eligible for paid sick leave.

18.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Department Head finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Department Head's sole discretion, be considered an unauthorized leave and shall be without pay. The attending physician's statement shall be deemed adequate proof unless the Employer has reason to suspect such report is erroneously supplied.

18.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline.

18.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty will not jeopardize the health and safety of other employees.

18.09 When the use of sick leave is due to a serious illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse and children. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's father, mother, spouse, child, brother, sister, mother and father-in-law, sister and brother-in-law, grandparents, aunts and uncles.

18.10 Upon the retirement of a full-time employee who has not less than ten (10) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-third (1/3) the total number of accumulated but unused sick hours earned by the employee as certified by the Finance Director, providing that such resulting number of hours to be paid shall not exceed 850 hours for shift personnel and 650 hours for 40 hour personnel.

ARTICLE XIX INJURY LEAVE

19.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than two (2) tours (48 hours) of duty, he shall be eligible for a paid leave not to exceed ninety (90) calendar days. In order to be eligible for injury leave, the employee shall file a Workers Compensation claim for lost time, i.e., total temporary disability, and shall sign a waiver assigning all sums received by Workers Compensation to a maximum of ninety days or the amount of the injury leave benefits advanced by the City. In the event Workers Compensation denies benefits to the employee, the employee shall reimburse the City one-half ($^1/2$) of the injury leave received through reduction of all leaves, current or future. The ninety (90) day provision contained in this article is cumulative for the duration of this Agreement in regard to the injury, i.e. successive "injuries" to the same body part(s) shall not constitute separate injuries.

19.02 If the employee is still disabled at the end of this ninety (90) calendar day period, the leave may, at the Employer's sole discretion, be extended for additional ninety (90) calendar day periods, or parts thereof.

19.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee's continuing to receive any benefits under this article. The physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the injury was duty related or whether the Employer shall extend the period of leave. If there should be a conflict between the employee's physician and the physician appointed by the Employer, a third physician shall be selected by mutual agreement between the Employer and the employee, who shall share the cost equally.

19.04 It is the obligation of the employee to receive necessary medical treatment and return to work status at the earliest time permitted. If the attending physician(s) of an employee so certifies that the employee may return to temporary light or temporary restricted duty, the Employer, if it has suitable work for such employee, may insist that the employee return to work. If the employee refuses, the benefits of this article shall terminate at the end of the pay period in which the employee refused to return to work. Injuries shall be reported within twenty-four (24) hours of the day they occur. No benefits shall be allowed if said injury is not reported within such time, unless expressly approved of by the City Council.

19.05 All employees are subject to the City's Transitional Work Program policy.

ARTICLE XX SICK LEAVE BONUS DAYS

20.01 Each employee shall be granted one (1) bonus day off with pay for not using sick leave time in any quarterly period. Quarterly periods under this Article shall be January through March, April through June, July through September and October through December. A bonus sick leave day shall equate to 12 hours per quarter for shift personnel and 8 hours per quarter for 40 hour personnel to be paid in compensatory time or cash, at the employee's option. An employee may accumulate up to 48 hours of bonus sick leave time. Any accruals over 48 hours shall be paid in the next pay period.

20.02 When an employee uses sick leave for an injury which is incurred in the line of duty, such use shall not count as sick leave use for purposes of sick leave bonus.

20.03 Forty (40) hour personnel shall receive eight (8) hours pay or 8 hours' time off in the next calendar quarter for sick leave bonus.

ARTICLE XXI JURY DUTY

21.01 Any employee who is called for jury duty shall be allowed to perform such duty without loss in pay, providing the employee turns in to the Employer all payments received by the employee for such duty.

ARTICLE XXII UNION LEAVE

22.01 During the term of this Agreement, the Union shall be entitled to 96 hours of duty off with pay for the purpose of sending employee(s) to the state and national conventions or other regional Local/County functions. In order to use such time, the employee must advise the Chief at least three (3) tours in advance of his pending utilization of such time.

ARTICLE XXIII FUNERAL LEAVE

23.01 An employee shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of one (1) tour of duty off for each death in the immediate family. For the purposes of this Article, "immediate family" shall be defined to only include the employee's spouse, children, parents, brothers, sisters, parents-in-law, or grandparents.

23.02 Funeral leave may be extended, upon approval, with the use of holidays, vacation days, or compensatory time.

ARTICLE XXIV WORKWEEK

24.01 All employees, except forty (40) hour employees shall work a forty-nine and eight-tenths (49.8) hour workweek normally consisting of one twenty-four (24) hour tour of duty followed by forty-eight (48) hours off-duty. Employees shall work a twenty-seven (27) day, 192 hour FLSA work cycle.

24.02 The reduction in hours pursuant to paragraph 21.01, above, shall be accomplished by allowing each employee one (1) twenty-four (24) compensatory day each cycle the employee exceeds 192 hours of work. This time may then be used as an additional time off with pay. The normal starting time for each tour of duty during the workweek shall be between 6:00 a.m. and 8:00 a.m., except that such time shall not be changed in an indiscriminate manner.

24.03 The above described days off shall be selected by rank and seniority from all available Kelly days and shall only be taken with the advance approval of the Chief and when the work shift is at full strength so the Employer will not be required to have another employee work for the employee requesting the time off. Said days shall not be accumulated to an unlimited amount and must be taken off within six (6) months from the date earned.

24.04 Employees who are required to work a forty (40) hour work week shall have their wages and fringe benefits modified as set forth in this Agreement.

24.05 For disciplinary suspension purposes, one (1) day's suspension shall equal twelve (12) hours for shift personnel, and eight (8) hours for 40 hour personnel.

ARTICLE XXV SHIFT EXCHANGE

25.01 Employees may exchange shifts when the change does not interfere with the operation of the Fire Department, providing the exchanging of shifts will not result in any overtime liability for the City. Employees wishing to exchange shifts shall submit the request in writing in accordance with Department policy. Approval shall not be unreasonably withheld by the Employer.

ARTICLE XXVI CALL-IN AND OVERTIME PAY

26.01 All employees, when performing approved overtime work, will be entitled to receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate (40 or 49.8, as applicable) for all hours actually worked in excess of their normal scheduled shift. Calculation of overtime payments shall include longevity pay.

26.02 Any shift employee who is recalled to work after leaving work or on a day when he is not scheduled to work shall be given a minimum of three (3) hours overtime pay based on his 49.8 hour rate, providing that the time worked or paid for does not abut the employees scheduled workday.

26.03 Employees who work overtime may, as an alternative to payment for such time, elect to accumulate the time not to exceed two hundred sixty (260) hours, to be taken at a later date as compensatory time, providing that such accumulation of compensatory time is at one and one-half (1 1/2) time. At the end of each calendar year, compensatory time banks shall be reduced to 200 hours and compensatory hours between 201-260 shall be paid in the first pay period in January at the prior year's rate of pay.

26.04 Any employee who has accumulated overtime to be used as compensatory time must receive advance approval from the Chief before utilizing such time. Any employee who has accumulated overtime for future cash payment shall not receive such payment without the advance approval of the Employer. The Employer reserves the right to require any employee with either accumulated time or future cash payments to utilize the time or take the cash payment at his current overtime rate at a time convenient to the Employer.

26.05 On retirement of employment, an employee may elect to take a lump sum payment based on his current overtime rate or use consecutively immediately prior to retirement.

26.06 In the event overtime hours are required to be worked, they shall be distributed by the Chief in accordance with the departmental rules and regulations, with a preference given to full-time personnel when possible.

26.07 Bi-weekly payroll checks shall contain all overtime payments, if such time is worked for pay, for the pay period covered by said check. All other forms of compensation and/or benefits will be administered as prescribed in this Agreement.

ARTICLE XXVII UNIFORM ALLOWANCE AND EQUIPMENT

27.01 Employees shall be entitled to an annual uniform allowance of $1,000.00 payable in equal installments of $500.00 in the first paycheck in January and July of each calendar year. During the first year of employment, probationary employees shall not receive this allowance. During the probationary employee's second year, such employee shall receive $400.00 payable in equal installments of $200.00 in the next two normally scheduled uniform allowance payments.

27.02 The Employer will continue to purchase and replace those items of fire equipment and turnout gear as in the past such as, coats, pants, nomex shell, vapor barrier, quilted nomex liner with quilted winter liner, boots (bunker style), helmet (fire style, eye glass protection from sparks, heat); neck and head protection from falling objects, or items that are equal or better than the above.

27.03 The Employer shall reimburse an employee who has personal clothing or equipment, which is necessary for his job performance, damaged substantially, destroyed or lost, while on duty up to a maximum of one hundred and fifty dollars ($150.00) per year. This paragraph shall not apply to those items of clothing or equipment normally part of the employee's uniform or equipment that is purchased under paragraph 27.01, above.

27.04 The Employer shall order (buy) a full complement of uniforms and order (buy) or supply a full set of "turn out" gear to each newly hired employee within thirty (30) days of hire, unless unavailable for delivery.

Uniform allotment to be issued within thirty (30) days of hire:

3 Shirts (Short sleeve)
3 Pairs of trousers
1 Belt
1 Tie
1 Car duty jacket with zip out lining/winter-Summer
1 Uniform hat
3 Name plates
3 Badges
1 Hat badge

Complete Class "A" to be purchased by employee upon successful completion of probation, must have by ninety (90) days after.

27.05 Class A dress uniforms shall be bought by the employee ninety (90) days after probation. All uniforms shall be returned to the Employer in the event the employee fails to complete his probationary period.

ARTICLE XXVIII EDUCATIONAL PAY

28.01 An employee who has received a Training Certificate attesting to the satisfactory completion of all Fire Technology courses offered towards an Associate Degree in Fire Technology, shall receive additional pay in the amount of three hundred ($300.00) dollars annually which shall be payable with the last paycheck in November.

28.02 An employee who has received an Associate's Degree in Fire Technology, a Degree in Emergency Medical Technology, or better, shall receive additional pay in the amount of five hundred ($500.00) dollars annually which shall be payable with the last paycheck in November. Such amount shall not be in addition to the benefits of paragraph 28.01, above.

28.03 Should an employee be taking a course towards an Associate or Bachelor's Degree in Fire Technology that is unable to be attended on his off duty hours, the Chief shall attempt to arrange paid release time without deduction from leave credits for that employee, provided that the department is adequately staffed and the Employer does not have to pay another employee to substitute for such absent employee.

28.04 Should an employee be assigned to attend an advanced certified fire training school by the Chief, the Employer shall reimburse such employee for mileage and reasonable food and lodging expenses.

28.05 Employees who are qualified paramedics and performing paramedic duties shall be

paid an additional Three Thousand One Hundred Dollars ($3,100) per year, to be paid as part of the regular pay. As used in this section, 'qualified paramedic' shall mean a firefighter who has successfully completed a Paramedic course, certified by the State of Ohio, and under the standards established by the State of Ohio, that govern said certifications, including any continuing education requirements. If a regular firefighter shall be a 'qualified paramedic' for only part of the year, or remain with the Fire Department for only part of the year, $3,100 shall be paid pro-rata. There shall be no lump sum payment of paramedic pay.

28.06 Employees are required to maintain paramedic certification as a condition of employment. Each employee certified as a paramedic shall maintain their certification through the term of this agreement, or any extension thereof.

28.07 Employees who are qualified EMTs and performing EMT duties shall be paid an additional $600.00 per year, to be paid as part of the regular pay. As used in this section, 'qualified EMT' shall mean a firefighter who has successfully completed EMT courses, certified by the State of Ohio and under the standards established by the State of Ohio, and who maintains a current EMT certification under all laws of the State of Ohio, that govern said certifications, including any continuing education requirements. If a regular firefighter shall be a 'qualified EMT' for only part of the year, or remain with the Fire Department for only part of the year, the $600.00 shall be paid pro-rata. There shall be no lump sum payment of EMT pay.

ARTICLE XXIX SUPERVISION AND STAFFING

29.01 In addition to the employee's salary, a fireman who is designated by the Chief to be the Senior Officer during the absence of a shift officer, shall receive the same compensation paid to a Lieutenant for each hour worked as the Senior Officer.

29.02 In addition to the officer's salary, an officer who is designated by the Chief to serve as Acting Chief during the absence of the Chief and Assistant Chief, shall receive twenty dollars ($20.00) for each day served in such capacity, or pro-rata portion thereof

29.03 The Employer agrees that the department will be staffed to require at least six (6) certified fire fighters, excluding the Chief, scheduled to be on duty at any given time, except in extreme emergency.

29.04 Any employee assigned by the Chief to act as Lead Firefighter in the absence of a Lieutenant at Station 2 (or any other Station other than Station 1) shall receive an additional $1.75 per hour, but only payable after at least four hours of Lead Fire Fighter service is provide during a tour of duty.

"Lead firefighter" is defined as the firefighter on that shift who ranks highest on the most current existing "Lieutenant Promotional Eligibility " list. As of the creation of this provision, promotion eligibility lists have a two-year life span only and expire.

In the event of the expiration of the "Lieutenant Promotional Eligibility" list, the City agrees, to offer a written test consistent the normal promotional process. The results of such test shall be used, in part, to determine "Lead Firefighter" ranking in lieu of an existing "Lieutenant Promotional Eligibility" list. The seniority points as noted in §13.03 shall be added to the written test scores for the purpose of maintaining a "Lead firefighter" list. In lieu of the "Lieutenant Promotional Eligibility" list, the "Lead Firefighter" shall be selected from the "Lead firefighter" list created hereinabove.

IN THE EVENT OF A VACANCY IN THE RANKS REQUIRING A PROMOTION, THE CITY SHALL USE THE RESULTS OF THIS WRITTEN EXAMINATION IN THE SELECTION OF THE INDIVIDUAL TO BE PROMOTED. THIS LIST SHALL ALSO BE IN EFFECT FOR TWO YEARS ONLY. UPON ITS EXPIRATION, THE SAME PROCESS SHALL REPEAT.

In net effect, by agreement of the parties, the process for promotion is bifurcated to allow for the maintenance of a "Lead Firefighter' list when no "Lieutenant Promotional Eligibility" list is current and to allow that same written examination to be employed as part of the promotional process where and if a vacancy occurs. Ranking for Promotion are subject to change.

ARTICLE XXX MISCELLANEOUS

30.01 As soon as practical after the execution date of this Agreement, the Employer shall implement a pension tax deduction procedure so the employee's pension deduction is deducted before income tax withholding is calculated.

30.02 All benefits contained in this Agreement shall be coordinated and processed through the office of the Fire Chief.

ARTICLE XXXI LONGEVITY

31.01 All employees will be awarded longevity payments at the rate of one hundred dollars ($100.00) for each year of full-time service commencing on the employee's fifth (5th) anniversary date of full-time service. At that time, the employee will become entitled to a sum of five hundred dollars ($500.00), which will be paid in lump sum on the first pay period ending after his anniversary date. Employees with more than five (5) years of full-time service shall be entitled to the appropriate amount as specified in the longevity payment schedule. Longevity shall continue to be awarded on the employees successive anniversary dates according to this procedure and the below listed longevity schedule.

5th Anniversary	$ 500.00	13th Anniversary	$1,300.00
6th Anniversary	600.00	14th Anniversary	1,400.00
7th Anniversary	700.00	15th Anniversary	1,500.00
8th Anniversary	800.00	16th Anniversary	1,600.00
9th Anniversary	900.00	17th Anniversary	1,700.00

10th Anniversary	1,000.00	18th Anniversary	1,800.00
11th Anniversary	1,100.00	19th Anniversary	1,900.00
12th Anniversary	$1,200.00	20th Anniversary	2,000.00

31.02 Effective the third year of this Agreement in 2009, the longevity steps as set forth in Section 31.01 shall be extended by five steps as follows:

21st Anniversary	$2,100
22nd Anniversary	2,200
23rd Anniversary	2,300
24th Anniversary	2,400
25th Anniversary	2,500

ARTICLE XXXII **SALARY SCHEDULE**

32.01 All full-time employees shall receive salary payments and appropriate overtime work payments in accordance with the following schedule. The full-time employee salary increase shall be in 2016 - 3.00%; and 2017 - 2.00% as more fully reflected in the schedule below:

Effective January 1,2016

Fireman	Prob. A	Prob. B	Step 2	Step 3	Step 4	Lieut.
Hourly@40	$25.24	$26.22	$29.77	$31.66	$33.57	$38.26
Hourly@49.8	$20.27	$21.06	$23.91	$25.43	$26.96	$30.72

32.02 Effective January1, 2017

Fireman	Prob. A	Prob. B	Step 2	Step 3	Step 4	Lieut.
Hourly@40	$26.26	$26.74	$30.37	$32.29	$34.24	$39.03
Hourly@49.8	$20.68	$21.48	$24.39	$25.94	$27.50	$31.33

32.03 delete

32.04 All employees while serving their probationary period with the Employer shall be paid the "Prob." rates and then advance to the "Step 2" rates upon the satisfactory completion of their probationary period. Employees whose employment is terminated and later rehired will start at the "Prob." rates, unless agreed otherwise by the Employer.

32.05 Any employee assigned by the Employer to the Fire Prevention Bureau shall receive $1,000.00 in November of each year.

ARTICLE XXIV INSURANCE

33.01 The Employer shall provide each full time employee with either individual or family coverage, as appropriate, with medical, vision, and dental coverage as selected by the Employer.

33.02 Effective January 1, 2016 and thereafter employee contribution for family coverage shall be 12% of the health insurance premium per month, in 2016 the employee contribution not to exceed $160 per month, in 2017 not to exceed $180 per month. The employee contribution for individual coverage shall be 12% of the health insurance premium per month, in 2016 not to exceed $60 per month, in 2017 not to exceed $66 per month.

All employees shall complete the Health Risk Assessment/wellness program.

33.03 The Employer shall provide life insurance in the amount of Fifteen Thousand Dollars ($15,000.00) for each employee.

33.04 The Employer shall continue to provide liability insurance in the present amount, providing such insurance continues to be available.

33.05 All Employee insurance premium contributions shall be by payroll deduction. In the event that an employee is not receiving a paycheck said employee will be permitted to voluntarily pay his/her portion of the premium directly to the City for so long as said person is employed.

ARTICLE XXXIV JOB DESCRIPTIONS

34.01 The Employer shall continue the practice of maintaining, through the Civil Service Commission, reasonably accurate job descriptions for all employees of the Fire Department. Such job descriptions shall detail the normal duties of the described position.

ARTICLE XXXV PERSONNEL FILES

35.01 An employee shall have the right, upon request, to review any and all of his personnel files and add relevant memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing the file, along with an Employer representative. A request for copies of items included in the file shall be honored. An

employee may request removal of specific items in his file, which request would be subject to review and Employer approval on a case by case basis. All items in an employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition and be confidential from the public at large.

ARTICLE XXXVI DRUG TESTING

36.01 The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance by employees is prohibited in the workplace, except as otherwise may be allowed by law, and employees in violation of this provision may be subject to disciplinary action as set forth in this article. Further, an employee must notify the Employer of any drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

36.02 The Employer may, at its discretion, implement a drug testing procedure for controlled substances for all employees, provided such procedure is administered pursuant to the provisions hereinafter set forth. The administration of the testing shall be developed by the Union and Employer. All employees will be fully informed of the Fire Department's drug testing policy before testing is administered. Employees will be provided with information concerning the impact of the use of drugs on job performance. In addition, employees shall be informed of how the tests are conducted and the consequences of testing positive for drug abuse. All newly hired employees will be provided with this information on their initial date of hire. No drug test is valid until this information is provided to him.

36.03 All employees may be required to submit to a drug test on an annual basis and may be subject to one (1) random drug tests per year, provided such random test is not done for discriminatory purposes. No employee will be additionally tested for drug abuse unless there exists reasonable suspicion to believe that the employee to be tested is under the influence of illegal drugs.

36.04 All laboratory and other fees shall be paid by the Employer, as well as the time spent taking the drug tests, if the employee is off duty.

36.05 The testing procedure established shall protect the employees' individual privacy, ensure the accountability and integrity of specimens, ensure non-discriminatory testing procedure and shall be conducted at a professional laboratory capable of administering such testing. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. In testing which could result in employee discipline, if the test result is positive a split sample shall be reserved for independent analysis.

36.06 All samples shall be tested for chemical adulteration, narcotics, PCP, cocaine, amphetamines, and sedatives. All positive screening tests shall be confirmed by a gas chromatography/mass spectrometry (GC/MS) test. An employee who initially tests positive may request a second test, which he will pay for if these results are positive.

36.07 The results of all initial screening and confirmation tests shall be kept confidential and will not be disclosed to anyone, except the Employer and the employee affected, without first obtaining the written authorization from the employee, except as evidence in a disciplinary action or for EAP referral. Drug tests under this article shall not be used in any criminal prosecution.

36.08 An employee who tests positive for substance abuse on a confirmation test shall be referred to the Employee Assistance Program provided in Article XXXVII herein. An employee's refusal to participate in such program or failure to satisfy the requirements of the program shall be subject to disciplinary action, up to and including discharge.

36.09 The Union, upon request, will have the right to inspect and observe any aspect of the drug testing program with the exception of individual test results. The Union may inspect individual test results if the release of this information is authorized by the employee involved.

ARTICLE XXXVII EMPLOYEE ASSISTANCE PROGRAM

37.01 The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity to receive treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program approved by the Employer and after completion of such program, the employee is still abusing or resumes abusing such substances, the employee may be subject to disciplinary action, up to and including discharge.

37.02 Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's discretion, be granted in coordination with the EAP, where appropriate. All employee dealings with EAP shall be strictly confidential.

37.03 This Section shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose discipline, up to and including discharge. An employee's participation in the EAP does not operate to waive any of the rights granted to him by this Agreement.

ARTICLE XXXVIII GENDER AND PLURAL

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

ARTICLE XXXIX FAMILY MEDICAL LEAVE

39.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993. Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave the employee shall continue to receive health care insurance. Any employee on an unpaid family medical leave of absence, i.e. exhausted all paid leaves, shall not earn vacation holidays, sick leave, or any other contractual time off benefit.

39.02 The Employer may require an employee to use accrued vacation or accumulated sick leave which shall be inclusive of the twelve (12) weeks of Family Medical Leave. The Employer shall not require an employee who has forty (40) hours or less of vacation and accumulated sick leave for forty (40) hour personnel or fifty-two (52) hours of vacation and sick leave for shift personnel to exhaust such time which are separate banks of accumulated time under this article.

39.03 A husband and wife employed by the City of North Royalton in any position or capacity are eligible for FMLA leave up to a combined total of twelve (12) weeks of leave during the twelve-month period referenced in Section .01 if the leave is taken.

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

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

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

ARTICLE XL HEADINGS

40.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no headings shall be used in the interpretation of any article or section.

ARTICLE XLI OBLIGATION TO NEGOTIATE

41.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

41.02 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this

Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

41.03 This Article shall not operate to prevent negotiations over any subject the parties may mutually agree to negotiate during the term of this Agreement.

ARTICLE XLII CONFORMITY TO LAW

42.01 This Agreement shall be subject to and subordinated to any present and future Federal and State Laws and the invalidity of any provisions of this Agreement by reason and any such existing or future law shall not affect the validity of the surviving provisions.

42.02 If the enactment of legislation or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XLIII LEGISLATIVE APPROVAL

43.01 It is agreed by and between the parties that any provisions of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

43.02 In addition, the affected membership of the Union must ratify the terms of this Agreement prior to any final adoption of this Agreement.

ARTICLE XLIV TOTAL AGREEMENT

This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer upon the advance notice to the Union of any such modifications or discontinuances.

ARTICLE XLV DURATION

45.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2016, and shall continue in full force and effect, along with any amendments made and annexed hereto, until

midnight, December 31, 2017.

ARTICLE XLVI DISCIPLINARY PROCEDURE

46.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

46.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative (attorney) at each step of the disciplinary procedure.

B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

46.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

46.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

46.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. Oral or written reprimands are not appealable.

46.06 Discipline shall not be implemented until either:

1. the matter is settled, or

2. the employee fails to file a grievance within the time frame provided by this procedure, or

3. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

4. a suspension without pay or discharge may be imposed concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

46.07 The Notice of Discipline served on the employee shall be accompanied by written

statement that:

1. the employee has a right to object by filing a grievance within five (5) days of receipt of the Notice of Discipline;

2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step:

3. the employee is entitled to representation by a Union representative (attorney) at every step of the proceeding;

46.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 46.12, until the matter is settled or the arbitrator renders a determination.

46.09 The following administrative procedures shall apply to disciplinary action:

A. The appointing authority and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union (attorney) during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

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

46.11 A disciplinary matter may be settled at any time. The terms of the settlement shall

be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative (attorney) as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

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

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

46.14 Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date for counseling and written reprimands; twenty-four (24) months after their effective date for suspensions of three (3) days or less providing there is no intervening discipline during these times frames. Suspensions of more than three (3) days or more will not be considered in future disciplinary matters after forty-eight (48) months providing there is no intervening disciplinary action. In the event there is intervening disciplinary action, the original record of disciplinary action shall be extended for another term from the date of the intervening disciplinary action.

ARTICLE XLVII GRIEVANCE PROCEDURE

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

47.02 For the purposes of this procedure, the below listed terms are defined as follows:

a) Grievance - A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the express written provisions of this Agreement.

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

c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays provided in this

Agreement.

47.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure.

a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievances took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted, directly to the Mayor, with a copy to the Fire Chief.

d) The preparation and processing of grievances shall be conducted only during non-working hours, unless approved of by the Employer.

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

f) The grievant has the right to be represented by the Union at all stages of the Grievance Procedure.

g) This Grievance Procedure shall be the sole and exclusive method for the enforcement of this agreement, or the resolutions of any disputes regarding such Agreement.

h) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time

limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step.

The time limits specified for either party may be extended only by written mutual agreement.

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

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

Step 1:

An employee or the Union who believes there may be a grievance shall notify the Chief of the Fire Department of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief shall schedule an informal meeting with the employee and his Union representative within five (5) days of the date of the notice by the employee. The Chief and the employee, along with the employee's Union representative, will discuss the issues in dispute with the objective of resolving the matter informally. The Chief shall respond to the possible grievance verbally, within five (5) days of the meeting.

Step 2:

If the dispute is not resolved informally at Step 1, it shall be reduced to writing and presented as a grievance to the Chief within five (5) days of the Chiefs verbal answer. The Chief shall then respond to the grievance in writing within five (5) days.

Step 3:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his Union representative, if he requests one. The Safety Director shall issue a written decision to the employee's Union representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing. In the event the Mayor has not appointed a Safety Director, this step shall not apply and the grievance shall be appealed directly to the Mayor.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, of Step 3 if applicable, a written appeal of the decision may be filed with the Mayor within

five (5) days from the date of the rendering of the decision. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his 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 employee's Union representative with a copy to the employee within fifteen (15) 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 herein contained.

ARTICLE XLVIII ARBITRATION PROCEDURE

48.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to mutually agree upon an arbitrator of their own choosing. If such agreement is not reached, the union shall request from the American Arbitration Association (AAA) a list of fifteen (15) names. Such list of fifteen (15) names shall be submitted to the parties and the names will be stricken alternately until one name remains who shall be designated as the arbitrator to hear the grievance in question.

48.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

48.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days, except with the mutual written agreement of the parties.

48.04 The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of the American Arbitration Association.

48.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party. In the event the arbitrator renders a "split" award, the arbitrator's fees shall be split equally.

48.06 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

48.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XLIX **EXECUTION**

49.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, _____.

FOR THE UNION:

International Association of Fire Fighters, AFL-CIO Local 2156

_____
President

_____
Treasurer

_____
Secretary

FOR THE EMPLOYER:

City of North Royalton, Ohio

_____
Mayor

_____
Finance Director

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EMPLOYEE RIGHTS

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

If, after reading your rights and discussing the matter with your Union representative (attorney) you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return to the Fire Chief.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to the Fire Chief within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with the Fire Chief.

3. If you file your objections, the Mayor or designee will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Mayor or designee will report his/her decision within ten (10) calendar days following the close of the hearing.

5. You will have five (5) days after receipt of the Mayor or designee's decision in which to appeal the decision pursuant to the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Fire Chief (Employer) proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

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

_____
FIRE CHIEF

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Fire Chief if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING

REASONS: _____

_____

_____

_____

_____

_____

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

Signature:_____ Date: _____

Approved:

Date:_____

Fire Chief
Signature:_____