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AGREEMENT

between

**THE CITY OF MACEDONIA, OHIO**

and

**FIREFIGHTERS LOCAL NO. 3947**

**January 1, 2020 – December 31, 2022**

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This Agreement is entered into between the City of Macedonia hereinafter referred to as the Employer and the International Association of Fire Fighters Local 3947, hereinafter referred to as the Union.

## **PREAMBLE**

Pursuant to the provisions of Chapter 4117 of the Ohio Revised Code, the parties hereto have entered into this Agreement in order to establish mutual rights, preserve proper employee morale and to promote effective operations.

## **ARTICLE 1: RECOGNITION AND COVERAGE**

### ***Section 1.01 - Recognition:***

The employer recognizes the union as the exclusive bargaining representative for all members of the Fire Department, excluding the positions of Fire Chief, Assistant Chief, all clerical and part time employees.

## **ARTICLE 2: DUES DEDUCTION**

### ***Section 2.01 - Dues Deductions:***

During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and the regular Monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

### ***Section 2.02***

No new authorization forms will be required from employees for whom the Employer is currently deducting dues.

### ***Section 2.03***

The initiation fees, dues or assessments so deducted shall be in amounts established by the Union from time to time in accordance with its constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

### ***Section 2.04***

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the Union by the first of each month.

## **ARTICLE 3: UNION SECURITY**

### ***Section 3.01***

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

### ***Section 3.02***

All employees who voluntarily sign deduction authorization forms shall be required to pay dues to the Union for the duration of the Agreement.

### ***Section 3.03***

Any new employee who voluntarily signs a deduction authorization form shall be included by the employer in the accordance with this article.

## **ARTICLE 4: MANAGEMENT RIGHTS**

### ***Section 4.01 - Management Rights:***

The management and direction of the affairs of the Employer are retained by the Employer. This includes the selection, transfer, assignment and layoff of the Employees, the exercise of all functions of government granted to the Employer by the laws of the state of Ohio, the determination from time to time as to what services the Employer shall perform, and the size and composition of the work force: provided, however that in the exercise of its rights the Employer shall comply with the terms of this Agreement. The Employer retains all rights except to the extent this Agreement specifically and expressly provides to the contrary.

### ***Section 4.02***

This Agreement is subject to all existing or future federal and state laws, rules, regulations when applicable to municipalities and shall be interpreted whenever possible so as to comply fully with such laws and with any judicial decision interpreting them. In the event that any provisions of this Agreement is found to be contrary to law by a court or other authority having jurisdiction, it shall be void, but the remainder of the Agreement shall remain in effect. In the event of a determination of invalidity, the Employer and the Union shall meet and confer within thirty (30) days with respect to a lawful alternative provision.

## **ARTICLE 5: SUBCONTRACTING**

### ***Section 5.01***

For the purpose of preserving work and job opportunities for the employees covered by this Agreement, the Employer agrees that no work or services presently performed or hereafter assigned to the bargaining unit shall be subcontracted out where subcontracting would cause a layoff or reduction in hours of the work week.

## **ARTICLE 6: UNION ACTIVITIES**

### ***Section 6.01 - Time Off for Union Activities:***

The Employer agrees to grant the necessary time off, without discrimination or loss of seniority rights or loss of pay, to any employee designated by the Union to attend a labor convention or to serve in any capacity on other official Union business, provided a forty-eight (48) hours of written notice is given to the Employer by the Union specifying length of time off.

The Union agrees that, in making its request for time off for Union activities, due consideration shall be given to the number of men affected in order that there shall be no disruption of the Employer's operations due to the lack of available employees.

***Section 6.02 – Non-Discrimination:***

No Discrimination because of Union Activities. Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such conduct of the Employer's business, nor shall there be any discrimination against any employee because of union membership or activities.

**ARTICLE 7: ACCESS TO PREMISES**

***Section 7.01***

Authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collections of dues and ascertaining that there is no interruption of the Employer's working schedule and that the Employer is notified in advance of such visitation, when possible.

**ARTICLE 8: BULLETIN BOARDS**

***Section 8.01***

The Employer agrees to provide suitable space for and maintain a bulletin board in each work location. The Union shall limit its use of the bulletin board to official Union business, such as meeting notices and Union bulletins.

**ARTICLE 9: GRIEVANCE PROCEDURE**

***Section 9.01***

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of this Agreement. An honest and earnest effort will be made to settle the grievance according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union and shall set forth the article or section of the Agreement alleged to have been violated.

For purposes of this Article, a "day" does not include Saturdays, Sundays, or designated City Holidays.

**Grievance Form: See - Appendix A**

***Section 9.02 - Procedure:***

All grievances shall be promptly taken up. To be considered, a grievance must be filed at the first step within seven (7) days of its occurrence. When an employee first becomes aware (or in the exercise of diligence should have become aware) of its occurrence at a later date, the grievance may be filed within seven (7) days of such time, but in no case more than thirty (30)

days after the occurrence.

**Step 1** The grievance shall be taken up with the Assistant Chief. He/she shall render a written decision within seven (7) days. If the answer does not satisfy the grievance, it may be appealed to the Chief. Such appeal shall be taken up within seven (7) days of the answer from the Assistant Chief.

**Step 2** The Chief shall convene a meeting within ten (10) days and render a written decision within seven (7) days afterwards. If the answer from the Chief does not satisfy the grievance, it may be appealed to the Mayor within seven (7) days of receiving the answer from the Chief.

**Step 3** The Mayor, or his designee, shall hear the grievance within ten (10) days of the appeal from Step 2 and render his written decision within fourteen (14) days from the hearing. If the answer from the Mayor does not satisfy the grievance, the Union may move the grievance to arbitration under the terms of this Agreement by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS) within ten (10) days of receiving the Step 3 answer. The Union must notify the City in writing of its request for an FMCS panel concurrent with the request.

### ***Section 9.03***

The Arbitrator shall be selected by mutual agreement within ten (10) days or by using the alternative striking method from a list of neutrals supplied by the FMCS. The Union shall strike first. The Arbitrator shall conduct the hearing at a time mutually acceptable to both the City and the Union within thirty (30) days of appointment. The hearing will be conducted by the Rules of Voluntary Arbitration of the American Arbitration Association.

### ***Section 9.04***

The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall be requested to issue the decision within thirty (30) days after the conclusion of testimony and final argument.

### ***Section 9.05***

The fees and expenses of the Arbitrator and the cost of the hearing room, if any, shall 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.

## **ARTICLE 10: WORKWEEK**

### ***Section 10.01 - Hours of Work:***

Members of the Division of Fire, except as hereafter indicated, shall work an average of forty-eight (48) hour week on a twenty-four (24) on duty followed by a forty-eight (48) off duty period.

### ***Section 10.02***

Members of the Division of Fire Shall be assigned twenty-one (21) day cycles. Each Cycle will be twenty-one (21) days long and each cycle keeps repeating every twenty-one (21) days. Each shift will have an equal number of personnel. Each cycle when a member is scheduled to work



seven (7) days, the member will be entitled to one (1) of the seven (7) days off, this day off will be referred to as a Kelly Day. This Kelly Day occurs once every cycle, and no member is to be scheduled to work more than one hundred forty-four (144) hours in any twenty-one (21) day cycle. A Kelly Day shall be selected annually by the member no later than November 30<sup>th</sup> of the preceding year by rank and then seniority. This annual Kelly Day selection shall be maintained as each member's Kelly Day for the entire year. Annual shift changes shall be announced on or before December 1<sup>st</sup> of each year to begin the cycle of the next year, beginning in January.

***Section 10.03***

The twenty-four (24) hour shift on duty time shall commence at a set time to be determined by the Fire Chief to be the best for the operation of the Fire Department.

***Section 10.04***

Employees assigned to the Fire Prevention Bureau shall have a regular workweek of forty (40) hours per week. Fire Prevention Inspectors will regularly be assigned to work five (5), eight (8) hour days per week but may request the City's approval to work four (4), ten (10) hour days per week.

***Section 10.05***

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

***Section 10.06***

The words tour of duty, duty day, work day, or shift when used in reference to employees working on a platoon basis, as used in this Agreement, shall refer to a twenty-four (24) hour duty period. For employees assigned to the Fire Prevention Bureau, the words tour of duty, duty day, work day, or shift shall refer to their regular scheduled work day.

***Section 10.07***

Employees may not work more than forty-eight (48) consecutive hours unless in the case of an ongoing emergency scene or with approval of the Fire Chief.

**ARTICLE 11: CALL BACK TIME**

***Section 11.01***

Any employee called back to work or called in on a day when he is not scheduled to work shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) times the normal hourly rate. All other hours actually worked beyond the two (2) hours minimum shall be compensated at one and one-half (1½) times for all hours worked. Any call back occurring within two (2) hours of a previous call back shall be compensated at the one and one-half (1½) rate for hours actually worked only.

## **ARTICLE 12: WAGES**

### ***Section 12.01***

Employees included within the bargaining unit shall be paid compensation for work performed in accordance with the Wage Table attached as Appendix B.

### ***Section 12.02***

Rank Differential: The position of Lieutenant shall receive thirteen percent (13%) above the Step 5 Fire Fighter or the base salary differential percentage equivalent to that received by the Macedonia police sergeants, whichever is greater.

If, in its discretion, the City establishes a classification of Fire Captain, such position will be compensated at a rank differential of thirteen percent (13%) above the base salary of a Lieutenant.

Effective on January 1, 2021, the position of Fire Prevention Inspector will be paid at a rate that is six and one-half percent (6.5%) above the Step 5 base salary. A Lieutenant assigned to the Fire Prevention Inspector will continue to receive the Lieutenant Rank Differential set forth above.

### ***Section 12.03***

All State of Ohio certified EMT-Paramedics shall receive a bonus of two thousand five hundred dollars (\$2,500).

This bonus shall be paid in two equal payments concurrent with the first pay of June and December. New hires and employees who have resigned, retired, or disability retired shall receive a prorated payment.

### ***Section 12.04 - Overtime:***

Any overtime hours worked by employees shall be compensated at a rate of one and one-half (1½) the normal rate of pay for each hour worked. Said compensation shall include all bonus payments (i.e. Paramedic Bonus, Longevity etc.) and be payable on a basis of two thousand eighty (2,080) hours per year.

### ***Section 12.05 - Compensation Time Bank:***

Members earning overtime compensation shall have the option of receiving cash for said time or banking their time in their compensation time bank at the rate of time and one-half (1½) for each hour worked.

### ***Section 12.06***

The maximum hours employees may bank in their compensation time bank shall be two hundred forty (240) hours. All overtime after the employees compensation time reaches two hundred forty (240) hours must be paid in cash in compliance with this contract and the Fair Labor Standards Act.

### ***Section 12.07***

Employees may elect to “cash out” accumulated compensatory time during any payroll period of each month.

***Section 12.08***

All part-time firefighters, with a minimum of one (1) year of current service with the City of Macedonia Fire Department, shall serve their full-time probation at Step 2 of the wage table if they have worked at least one thousand two hundred and thirty-nine (1,239) hours the previous twelve (12) consecutive calendar months.

***Section 12.09***

Officer In Charge Pay (OIC): If a Fire Fighter is placed in charge of his/her shift, in the absence of the Fire Lieutenant and/or Shift Officer, he/she will be compensated an additional two dollars (\$2.00) per hour in that capacity. The Kelly Day will not constitute an interruption in consecutive shift hours.

***Section 12.10***

Bargaining unit members with a valid Fire Instructor, EMS continuing education Instructor or Fire Inspector certification will receive an annual stipend of five hundred dollars (\$500.00) per certification.

**ARTICLE 13: HOLIDAYS**

***Section 13.01***

The following days shall be observed as holidays by all forty (40) hour employees in the bargaining unit.

- |                        |                    |
|------------------------|--------------------|
| New Years Day          | Labor Day          |
| Columbus Day           | Presidents Day     |
| Thanksgiving Day       | Good Friday        |
| Day after Thanksgiving | Memorial Day       |
| Christmas Day          | Independence Day   |
| Employee’s Birthday    | 1 Floating Holiday |
| Martin Luther King Day |                    |

***Section 13.02***

All employees working a forty-eight (48) hour workweek shall be credited annually on January 1<sup>st</sup> of each year one hundred and sixty-eight (168) hours of holiday time in lieu of the aforementioned holidays. All members working a forty (40) hour week shall receive the holiday on the date of the holiday, or such other time as approved by the Chief. When any of the holidays named above fall on a weekend, the general day shall be observed.

***Section 13.03***

All fire personnel, which the majority of their shift falls on one of the following holidays will receive payment of a rate of one and one half (1½) hour pay for the entire scheduled shift if worked or for each hour worked of the shift up to twenty-four (24) hours.

New Year's Day	Memorial Day
Thanksgiving Day	Christmas Day
Columbus Day	Easter Sunday
Good Friday	Labor Day
President's Day	Independence Day
Martin Luther King Day	

***Section 13.04***

Effective upon ratification of this Agreement, Fire personnel who are mandated to work overtime on a Holiday as identified in Section 13.03 shall be compensated at a rate of two (2) times the normal pay rate. Any mandated overtime work on a day that is not identified as a Holiday shall receive a rate of one and one-half (1½) the normal rate of pay.

**ARTICLE 14: VACATIONS**

***Section 14.01***

The vacation schedule for regular employees shall be as follows:

<u>Length of service</u>	<u>40 hour employees</u>	<u>Shift employees</u>
Less than one (1) year continuous	0 hours	0 shifts
One (1) but less than six (6) years of service	80 hours	4 shifts/96 hours
Six (6) but less than eleven (11) years of service	120 hours	6 shifts/144 hours
Eleven (11) but less than sixteen (16) years of service	160 hours	8 shifts/192 hours
Sixteen (16) or more years of service	200 hours	10 shifts/240 hours

***Section 14.02***

Vacation and Holiday time off will be requested and considered in order of rank, then seniority when requests are submitted from January 1<sup>st</sup> of each year through the end of February. From, March 1<sup>st</sup> through December 31<sup>st</sup> requests will be considered on a first come – first served basis.

***Section 14.03***

Part-time service shall be included on a two (2) to one (1) basis along with full-time service for the calculation of seniority. In the event of a tie full-time service shall serve as the tie breaker.

**ARTICLE 15: SICK LEAVE**

***Section 15.01***

Sick leave with pay shall accrue at a rate of fifteen (15) hours per month, for a total of one hundred eighty (180) hours per year and shall accumulate without limit.

## ***Section 15.02***

Sick leave shall be granted to members upon approval of the supervisor for the following reasons:

- a. Illness or injury of the member, or a member of the immediate family.
- b. Medical, Dental or Optical examination or treatment of a member or members of his/her family.
- c. If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the member of the bargaining unit; or when through exposure to contagious disease, the presence of the member of the bargaining unit at his job would jeopardize the health of others.

## ***Section 15.03***

Definition of immediate family: grandparents, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of parent (in loco parentis).

## ***Section 15.04***

An employee, at the time of retirement or disability retirement from active service with the Municipality, or at his/her death, shall be paid, in cash, fifty percent (50%) of the value of his/her accrued but unused sick leave to a maximum of six hundred twenty (620) hours. Such payment shall be based on the employee's rate of payment at the time of retirement or death, and shall be made only once to an employee, or his/her heirs.

## ***Section 15.05***

Sick time incentive. Any employee who does not use any sick leave within a calendar quarter, shall receive eight (8) hours of compensatory time for that quarter.

## ***Section 15.06***

An employee who has accumulated sick leave may, at his/her discretion, donate up to forty-eight (48) hours of accumulated sick leave time to another employee who has used his/her sick leave for an extended illness or injury. An employee who does not have two hundred and forty (240) sick hours accumulated cannot donate time to another employee. The recipient must exhaust all their available paid time before using any donated sick hours. In any given pay period, a recipient may receive only ninety-six (96) hours of donated sick leave if the recipient works a forty-eight (48) hour workweek and only eighty (80) hours of donated sick leave if the recipient works a forty (40) hour workweek. Hours will be converted by dividing the recipient's wage by donor's wage and multiplying the result by the number of hours donated. Any fractional hours will be dropped to convert to whole hours only.

## ***Section 15.07 - Sick Leave Carryover Options.***

With approval of the Mayor, a bargaining unit member who is credited with sick leave may elect one of the following options with respect to sick leave credit of over nine hundred sixty (960) hours remaining at the end of the year:

- A. Carry forward the balance.

- B. Receive a cash benefit. The cash benefit shall equal one-half (½) hour of the employee's base rate of pay for every one (1) hour of unused credit that is converted. The balance of unused sick leave shall not go below the nine hundred sixty (960) hour limit. The maximum number of hours which can be "cashed out" will not exceed one hundred fifty (150) hours per year.
- C. Carry forward a portion of the balance and receive a cash benefit for the remainder. The cash benefit shall be calculated in the same manner as specified in A and B above.
- D. The Mayor shall establish the procedures to allow employees to indicate the option that will be selected. Included within the procedures shall be the final date by which notification is to be made to the Mayor concerning the option selected. Failure to comply with the date will result in the automatic carry forward of unused balances.
- E. Cash benefits will be paid the same pay period that includes the last day of December.
- F. Balances carried forward are excluded from further cash benefits provided under this section.
- G. An employee who separates during the year shall not be eligible for cash benefits provided under this section.

## **ARTICLE 16: FUNERAL LEAVE**

### ***Section 16.01***

In the event of a death in the immediate family of an employee, the employee shall be granted two (2) twenty-four (24) hour tour leaves of absence with full pay to make household adjustments or to attend funeral services. Tour leaves have to be consecutive days. If the employee requests extra days under this article because of unusual circumstances (i.e. distance), the Fire Chief may grant up to one (1) additional twenty-four (24) hour tour leave absence. For the purpose of this section, immediate family is defined to include spouse, parents, parents-in-law, step parent, child, step child, brother, sister, grandparents, grandparents-in-law, grandchild, half-brother, half-sister, sister-in-law, brother-in-law, (spouse's siblings or sibling's spouse), aunt or uncle, niece or nephew.

## **ARTICLE 17: LEAVE OF ABSENCE / FAMILY MEDICAL LEAVE ACT**

### ***Section 17.01***

Any employee desiring leave of absence from his employment shall secure written permission from the employer. The maximum leave of absence shall be at the employer's discretion but such discretion shall not be unreasonably exercised. Full seniority rights shall be maintained during a leave of absence.

### ***Section 17.02***

The City and Union agree and acknowledge that the provision of the Family and Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The City and the Union will adhere to regulations of the Family Medical and Leave Act

("FMLA") as interpreted by the Department of Labor, the Federal agency enforcing the FMLA. The City may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the City that violates the employee's rights under the Act in lieu of the filing complaint with the Secretary of Labor or filing suit.

### ***Section 17.03***

Whereas an employee who is eligible for leave under the FMLA, has forty-eight (48) hours or less of sick leave remaining, the employee may elect to take unpaid leave under the FMLA rather than exhaust the remaining leave.

## **ARTICLE 18: JURY DUTY PAY**

### ***Section 18.01***

In the event that an employee loses all or part of his/her time on account of jury services, the Employer shall pay such employee an amount sufficient to guarantee no loss of wages on account of such absence from work. Employees must pay to the City any compensation they receive for jury service within five (5) business days of receipt.

In accordance with the foregoing, a forty-eight (48) hour employee called for jury duty on the day after his/her scheduled shift will be excused without loss of pay from 1900 on the night before his/her jury duty until 0700 of the day of his/her jury duty. If a forty-eight (48) hour employee reports for jury duty on a regularly scheduled shift day and is not recalled to jury duty for the next day, he/she must return to duty no later than 1900 on that same regularly scheduled shift day.

## **ARTICLE 19: COURT TIME PAY**

### ***Section 19.01***

Any employee covered by this Agreement who is required by the City to attend Court outside of his/her regular work shift shall receive a minimum of four (4) hours pay at his/her applicable hourly rate for such attendance. No court time shall be allowed to any such employee who has been notified that his/her presence is not needed, prior to the end of his/her shift, on the day preceding a scheduled Court appearance. If he/she is required to stay in attendance at such Court for more than four (4) hours, in any one (1) day, he/she shall be paid for the actual hours spent that day. Provided, however, that any and all fees, compensation or allowances, to which any employee, is or would be entitled to, for such court time, as provided for by statute or court order, shall be turned over and paid to the City, and not retained by the employee. No such Court time shall be considered overtime in computing his/her regular hourly rate.

## **ARTICLE 20: INSURANCE**

### ***Section 20.01***

The Employer will continue to provide the same or comparable insurance programs in effect and attached hereto, on the date of the execution of this Agreement.

### ***Section 20.02***

The Employer will provide prescription drug coverage to all employee's covered under this Agreement and all of their eligible dependents. See Section 20.03 for further details.

### ***Section 20.03***

Effective January 1, 2017, the City's contribution for employee health insurance shall be ninety-five percent (95%) of the total monthly premium for employees who have obtained gold or platinum status in the wellness program the preceding year. Effective January 1, 2017, contributions for employee health insurance shall be ninety percent (90%) of the total monthly premium for employees who have not obtained at least gold status in the Wellness program the preceding year. The remaining share of the monthly premium shall be deducted from enrolled employees via bi-weekly payroll deduction.

Effective January 1, 2021, employees who have obtained gold or platinum status in the Wellness program the preceding year will pay six and twenty-five one hundredths percent (6.25%) of the total monthly premium. Effective January 1, 2021, employees who have not obtained at least gold status in the Wellness program the preceding year will pay twelve and five tenths percent (12.5%) of the total monthly premium.

Effective January 1, 2022, employees who have obtained gold or platinum status in the Wellness program the preceding year will pay seven and five tenths percent (7.5%) of the total monthly premium. Effective January 1, 2022, employees who have not obtained at least gold status in the Wellness program the preceding year will pay fifteen percent (15%) of the total monthly premium.

### ***Section 20.04***

The City shall make monthly premium contributions for employees on active payroll, employees on paid leave, employees on workers compensation leave and employees on designated FMLA. Employees not covered by this provision will need to make arrangements with the Finance Department to pay the entire monthly premium five (5) days prior to the start of the month. Failure to do so will result in termination of City provided health care benefits and a notice of COBRA shall be issued.

### ***Section 20.05***

In exchange for an increased annual dental maximum of one thousand five hundred dollars (\$1,500.00) per employee deductions for single dental coverage will be one dollar (\$1.00) per pay and employee deductions for family coverage will be two dollars and fifty cents (\$2.50) per pay.

### ***Section 20.06***

Each bargaining unit shall appoint up to two (2) representatives to the Health Care Cost



Containment Committee. The City shall appoint up to two (2) representatives for non-union employees (not including support staff required for facilitating the work of the committee.) In addition, the Mayor and up to two (2) members of City Council shall sit on the committee. The committee will meet as necessary, but not less than annually, to review costs associated with all medical insurance policies and identify methods for controlling cost.

## **ARTICLE 21: UNIFORMS, PROTECTIVE CLOTHING & EQUIPMENT**

### ***Section 21.01 - Protective Clothing***

The Employer shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus, gloves, helmets, protective clothing and other protective equipment, such as personal alarm devices, or personal floatation devices, necessary to preserve and protect the safety and health of the Fire Fighters.

### ***Section 21.02***

All protective clothing and equipment shall meet the standard, whether existing or promulgated during the term of this Agreement that provides the highest level of worker protection from among federal, state, provincial, or voluntary consensus standards.

### ***Section 21.03***

Only personnel who have been trained and certified by the manufacturer or applicable federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

### ***Section 21.04***

Each full-time member of the Fire Department is entitled to an allowance in the amount of one thousand dollars (\$1,000.00) dollars annually for the payment towards approved uniforms: three hundred dollars (\$300.00) shall be paid directly to each bargaining unit member and up to seven hundred dollars (\$700.00) may be added to the member's uniform account. The uniform account shall never exceed seven hundred dollars (\$700.00).

## **ARTICLE 22: REVIEW OF PERSONNEL FOLDER**

### ***Section 22.01***

Members of the bargaining unit shall be allowed to review their personnel folder at any reasonable time upon request. If a member, upon examining his/her personnel folder has reason to believe that there are inaccuracies in those documents to which the member has access; the member may write a letter to the Employer explaining the alleged inaccuracy. This letter shall become part of the personnel folder.

## ARTICLE 23: LONGEVITY

### *Section 23.01*

All full-time fire fighters of the City of Macedonia shall receive a longevity stipend for his/her years of service in accordance with the following schedule:

<u>Years of Service:</u>	<u>Stipend:</u>
3	\$400.00
4	450.00
5	500.00
6	550.00
7	600.00
8	650.00
9	700.00
10	1000.00
11	1000.00
12	1000.00
13	1000.00
14	1000.00
15	1250.00
16	1250.00
17	1250.00
18	1250.00
19	1250.00
20	1500.00
21	1500.00
22	1500.00
23	1500.00
24	1500.00
25	1750.00
26	1750.00
27	1750.00
28	1750.00
29	1750.00
30+	2000.00

### ***Section 23.02***

Longevity payments shall be made in the amounts contained in the above schedule, minus all deductions required by law, in a separate check on the payroll following the anniversary date.

### ***Section 23.03***

In the event of a death of a member, the estate of said member shall be the prorated share of his/her earned longevity stipend. Any member leaving for retirement shall receive the prorated portion of their longevity payment based upon the date of leaving.

## **ARTICLE 24: PAY CHECK/PAY STUB**

### ***Section 24.01***

The Employer shall continue to pay employees on Friday of every other week.

## **ARTICLE 25: MAINTENANCE OF STANDARDS**

### ***Section 25.01***

The Employer agrees that all conditions of employment relating to wages, hours of work, and all other general working conditions, including job classification, shall be maintained at not less than the highest standard in effect at the signing of this Agreement and shall not be changed or discontinued except by agreement between the Employer and the Union. It is further agreed that any rights, privileges or benefits with respect to wages, hours of work and other general working conditions previously enjoyed or at the present being enjoyed by the employee's herein shall not be changed or discontinued except by the agreement between the Employer and the Union. All rights, benefits and privileges established by ordinance, statute or any other law not specifically changed or altered herein, shall remain in full force and effect.

## **ARTICLE 26: DRUG FREE WORKPLACE**

### ***Section 26.01***

The City shall form a Drug Free Workplace Committee. The committee shall meet to develop a random drug testing program, prior to July 1, 2005, that requires a minimum twenty-five percent (25%) random drug testing pool, employee education and supervisor training.

The Drug Free Workplace Committee shall meet at least annually to review the Drug Free Workplace program.

## **ARTICLE 27: LABOR MANAGEMENT COMMITTEE**

### ***Section 27.01***

Effective in 2021, the City and the Union will convene a Labor Management Committee ("LMC") comprised of up to two (2) bargaining unit members appointed by the Union and up to

two (2) members of the Fire administration. The LMC will meet at least quarterly or on a mutually agreeable date at the request of either party. The LMC will discuss matters of mutual concern to the parties and, at least five (5) business days prior to a scheduled LMC meeting, the parties will agree on a written agenda of items to be discussed.

## ARTICLE 28: DURATION OF AGREEMENT

### Section 28.01


Unless otherwise set forth herein, this Agreement shall be effective as of January 1, 2020 and shall remain in full force and effect until December 31, 2022 unless otherwise terminated as provided herein.

### Section 28.02

If either party desires to modify, amend to terminate this Agreement, it shall give written notice of such intent in accordance to the Ohio Revised Code. Such notice shall be by electronic mail with receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

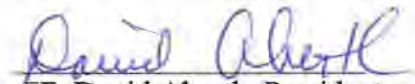
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on this 22 day of February, 2021

FOR THE EMPLOYER

  
Nicholas Molnar, Mayor

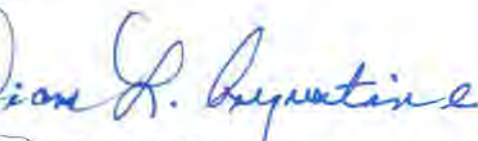
 Witness

FOR THE UNION

  
FF. David Aberth, President

  
FF. Tim Best, Treasurer



  
DIANA L. AUGUSTINE  
Notary Public, State of Ohio  
My Commission Expires:  
June 12, 2025

*APPENDIX A*



**Macedonia Career Firefighters**

**P.O. Box 212  
Macedonia, Ohio  
330-467-6120**

## Local 3947 GRIEVANCE FORM

**Article 9: Section 9.01**

A grievance is hereby defined as a difference, dispute or complaint between the Union and the Employer or between the employees covered herein and the Employer over the interpretation or application of the contents of the agreement. An honest and earnest effort will be made to settle the grievance according to the following steps and procedures. All grievances shall be in writing on forms provided by the Union, and shall set forth the articles or section of agreement alleged to have violated. For purposes of this Article, a "day" does not include Saturdays, Sundays, or designated City Holidays

Date: \_\_\_\_\_

Grievant(s) Name: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Classification: \_\_\_\_\_

Immediate Supervisor: \_\_\_\_\_

Union Steward Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**Grievance Type:**

\_\_\_ Issue, \_\_\_ Discipline, \_\_\_ Removal

Contract article(s) allegedly violated: \_\_\_\_\_  
\_\_\_\_\_



**Step 2: Fire Chief**

In the event that the decision of the Assistant Chief is not acceptable to the grievant, within seven (7) working days, file an appeal with the Fire Chief.

Date received: \_\_\_\_\_  
(7 days)

The Chief shall convene a meeting within ten (10) days and render a written decision within seven (7) days. If the answer from the Chief does not satisfy the grievance, it may be appealed to the Mayor within seven (7) days of receiving the answer from the Chief.

Date discussed: \_\_\_\_\_ Date responded: \_\_\_\_\_  
(10 days) (7 days)

Response by Fire Chief:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Fire Chief)

**Step 3: Mayor**

The Mayor, or his designee, shall hear the grievance within (10) days of the appeal from Step 2 and render his decision within fourteen (14) days from the hearing.

Date received: \_\_\_\_\_ Date discussed: \_\_\_\_\_ Date responded: \_\_\_\_\_  
(7 days) (10 days) (14 days)

Response by Mayor:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Mayor)

**Appeal to Arbitration**

If the answer issued by the Mayor does not satisfy the grievance, the Union may move the grievance to arbitration by requesting a panel of arbitrators from the Federal Mediation and Conciliation Service within ten (10) days of receiving the answer from Step 3.

Date of FMCS panel request: \_\_\_\_\_ Date received by City: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

***APPENDIX B – WAGE TABLE***

	Jan. 1, 2020 – 2%	Jan. 1, 2021 – 2%	Jan. 1, 2022 – 2%
Step 1 - Probation to 12th Month	\$50,805.86	\$53,657.98	\$54,731.14
Step 2 - 13th Month	\$55,301.96	\$58,244.00	\$59,408.88
Step 3 - 25th Month	\$60,771.39	\$63,822.82	\$65,099.28
Step 4 - 37th Month	\$66,781.75	\$68,764.88	\$70,140.18
Step 5 - 85th Month	\$68,284.33	\$71,486.01	\$72,915.74
Fire Prevention Inspector	2% increase to current wage	\$76,132.60	\$77,655.26
Fire Lieutenant	\$77,161.29	\$80,779.20	\$82,394.79

**\*In 2021, there will be an equity adjustment of \$1,800.00 for all steps except Step 4 which will have a \$635.00 equity adjustment. Equity adjustments will be added before the two percent (2%) January 1, 2021 base pay increase is applied.**