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**AGREEMENT
BETWEEN
THE CITY OF NILES
AND THE
INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS
LOCAL 320**

CASE NO. 2021-MED-10-1456

Effective:

January 01, 2022, through December 31, 2024

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ARTICLE 1 – PREAMBLE

This agreement is entered into by and between the City of Niles, Ohio, hereinafter referred to as the “Employer,” and the International Association of Fire Fighters and Ohio Association of Fire Fighters, Local No. 320, hereinafter referred to as the “Union,” or the “IAFF. In compliance with the requirements of Chapter 4117 of the Ohio Revised Code; this Agreement is intended to formalize the understandings reached between the Negotiating Committees of the Employer and the “Union” and to establish certain wages, hours, terms, and other conditions of employment for the bargaining unit members identified in this Agreement.

ARTICLE 2 - UNION SECURITY

2.1 Union Representation An employee has the right to the presence and advice of a Union representative at all disciplinary interviews.

2.2 Dues Deduction The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon their becoming a member of Local 320, I.A.F.F. 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 (Appendix B). No new authorization forms will be required from any employees in the bargaining unit for whom the Employer is currently deducting dues.

All employees covered by this agreement shall be eligible to become and remain dues paying members of the Union upon hire. Nothing in this agreement shall be deemed to require an employee to become a member of the Union.

A. Amounts The initiation fees, dues or assessments so deducted shall be in the 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.

The rate at which dues are to be deducted shall be certified to the payroll administrator by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll administrator prior to making any changes in an individual’s dues deduction.

Dues deducted from the Chief’s pay shall be only to the extent of the dues deducted from the Union.

B. Timing of Deduction The Employer shall deduct dues, initiation fees or assessments from the first pay in each calendar month. If an employee has no pay due on that pay date, such amounts shall be deducted from the next or subsequent pay.

C. Payment to IAFF A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be tendered to the local IAFF Representative within thirty (30) days from the date of making said deductions.

D. Hold Harmless The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages, financial or otherwise, 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. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

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

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

2.3 Union Rights

A. Right to Selection The Union shall have the right to select Representative from the bargaining unit who shall be authorized and recognized by the Employer to represent the Union in matters covered by this Agreement. The names, positions and contact information of the Representatives shall be certified in writing and forwarded to the Employer.

B. Time Allowed The parties recognize that it may be necessary for a Representative of the Union to leave a normal work assignment while acting in the capacity of Union Representative. The Union recognizes the operational needs of the Employer and will cooperate to keep to a minimum the time lost from work by Representatives. Before leaving an assignment pursuant to this section, the Representatives must obtain approval from the officer in charge of the shift. The Employer will compensate the Representatives at the normal rate for the time spent in the good faith processing of grievances during the Representatives regularly scheduled working hours, and at any meetings at which the Employer requests a Representatives to be present.

C. Meetings The Union shall be allowed to hold regular meetings on the Employer's premises. The City also agrees that accredited representatives of the Union shall have full and free access to the Fire Department premised to conduct necessary Union business.

One member of the negotiating committee shall be allowed reasonable time off during his regular scheduled working hours to participate in collective bargaining meetings

with the Employer without loss of pay. Said employee shall be available to answer calls.

The Union agrees that except for scheduled meetings of the Local, no official of the Union, employee, or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees or normal operations of the department.

ARTICLE 3 – UNION/EMPLOYEE RELATIONS

3.1 Recognition The Employer recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining and any and all matters relating to negotiating wages, hours, terms, and other conditions of employment for the employees of the Employer in the bargaining unit. Said recognition shall continue for a term as provided by law. Wherever used in this Agreement, “bargaining unit” shall be deemed to include those individuals employed by the Employer in the classification(s) as set forth in section 3.2.

3.2 Classifications To include the full-time positions of Captain, Lieutenant, Fire Fighter. The position of Fire Chief is excluded from the bargaining unit.

If a new position is created within the department, the Employer shall determine whether the new position will be included or excluded from the bargaining unit. If the Union disputes the Employer’s determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement. If the parties agree on the determination, it shall be implemented as agreed by parties. If the parties do not agree, either party may submit a request for determination to the State Employment Relations Board.

3.3 Bulletin Boards The Employer agrees to provide space for bulletin boards in the hallway of the Downtown station, the living room quarters in the Vienna Avenue station and the dining room of the Downtown station, to be used by the Union and its members. No Union related materials of any kind may be posted anywhere in the Employer’s facilities or on the Employer’s equipment except on the bulletin boards designed for use by the Union.

Should a posting be made on the Union’s bulletin boards which the Employer considers to be inappropriate, the Employer shall be entitled to remove such posting, provided the Employer provides the Union with a written explanation of the reason for such a removal.

In the event the Union objects to the Employer’s removal of a posting, the Union shall be entitled to petition the Federal Mediation and Conciliation Service (F.M.C.S.) for an expedited arbitration hearing on the disputed posting. Such an arbitration shall be in accordance with the provisions of Article 9, Grievance Procedure.

ARTICLE 4 - EMPLOYMENT PRACTICES

4.1 Non-Discrimination The parties recognize and acknowledge that any allegation of discrimination based on a legally protected classification under Federal or State law is processed through external administrative agencies (i.e., EEOC/OCRC).

- A. **Union Non-Discrimination** There shall be no intimidation or coercion of employees into joining the Union or continuing their membership therein. There shall be no discrimination, restraint, or coercion against any employee because of membership in the Union. There should be no interference with the right to employees to become members or to continue as members of the Union.
- B. **Gender Neutral** Within the provisions of this Agreement, it is the intent of the parties that all references to gender specific terms (e.g., his, he, etc.) be construed to include the opposite sex.
- C. **External Actions** In the interest of attempting to resolve outstanding issues that may arise under this Article or would be otherwise appealed to an external administrative agency (i.e., SERB, EEOC, or OCRC), the Employer, employee, and their representatives may attempt to meet in an effort to resolve any concerns prior to an appeal to any outside agency is filed.

4.2 Promotional Examinations Promotional examinations for all positions above the rank of Fire Fighter, whether to fill an existing position or a newly created position, shall be administered under the direction of the Civil Service Commission by an outside agency which is designed to and capable of creating, developing, writing, grading, and administering such examinations. The Agency shall prepare, administer, retain, and grade all promotional examinations, and report the grades to the Civil Service Commission and the examinees immediately after the test is given for the establishment of an eligibility list, with a copy being sent to the Representatives of the IAFF.

Testing The Union and the Civil Service Commission shall mutually agree on the appropriate testing agency and to the structure and content of the test.

All eligible employees must be notified of the testing opportunity not less than thirty (30) days prior to the test date and have the opportunity to express or decline interest by signing the posted notice. Once that has been done, a complete list of eligible interested employees will be determined, and a book list shall become available to those individuals.

The City shall provide one (1) set of books of reference as called for per promotional exam for each applicant. A period of sixty (60) days shall be deemed adequate notice to all eligible, interested employees for the purpose of posting a book list of reference material for all examinations. Officers shall retain the right to protest as provided by the Ohio Revised Code.

- B. **Eligibility Requirements** A Fire Fighter must have a minimum of five (5) years of completed service as a Fire Fighter with the Employer before becoming eligible to take a Lieutenant's test.

A Lieutenant must have a minimum of ten (10) years of completed service as a Fire Fighter and/or Lieutenant with the Employer and have a minimum of one (1) year of completed service as a Lieutenant with the Employer, before becoming eligible to take a Captain's test.

- C. **Eligibility Exceptions** In the event that a position above the rank of Lieutenant becomes open and there are not at least two officers eligible to take the examination from the next lower rank, due to officers not having one (1) year in grade, the officers in the next lower rank, who do not have one (1) year in grade will be permitted to take the test. Any employee under a disciplinary suspension shall not be able to test or promote.
- D. **Eligibility Lists** All promotional eligibility lists shall remain in effect for two years.
- E. **Return to Former Position** Bargaining unit members promoted to an officer position, which includes Lieutenants, Captains, and Chief, may voluntarily return to their former position during the first ninety (90) working days after their promotional appointment date.

4.3 Layoff/Recall

Notice When the Employer determines a layoff is necessary, the Employer shall notify the effected employees in writing at least fourteen (14) calendar days in advance of the effective date of layoff or job abolishment. The Employer, upon a written request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on bargaining unit employees.

Procedure When the Employer determines that a reduction in force or layoff is to be made within the force, it shall occur by classification/rank seniority within the affected classification/rank. Classification/rank seniority is computed as the length of accumulated, uninterrupted, full-time service of an employee within a specific classification/rank in which a reduction in force or layoff is to occur. The member with the least amount of classification/rank seniority shall be laid off first.

A bargaining unit member residing in a higher classification (e.g., captain, lieutenant, etc.) may utilize his bargaining unit seniority to displace a member with less bargaining unit seniority residing in a lower classification. Bargaining unit and classification seniority, for the purposes of reduction and recall, is calculated in accordance with Article 7 of this Agreement.

- C. **Recall Rights** Employees who are laid off shall be placed on a recall list for a period of three (3) years. If there is a recall, employees who are still on the recall list shall be recalled, in the reverse order of their layoff, provided they are presently qualified to perform the work to which they are recalled.
- D. **Notice of Recall** Notice of recall shall be sent to the employee by registered mail, return receipt requested. A copy will also be sent to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice to the last mailing address of the employee.

The recalled employees shall have no more than seven (7) calendar days following the date the recall notice was mailed by the Employer to notify the Employer of the employee's intention to return to work. The employee shall have no more than fourteen (14) calendar

days following the date the recall notice was mailed by the Employer in which to report to duty unless a different date is otherwise specified in the notice.

It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, 124.37, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the City of Niles Municipal Civil Service Commission governing work force reductions.

4.4. Civil Service The Niles Civil Service Board will adopt, modify, eliminate, or do whatever is necessary for the Niles Civil Service rules to be consistent with the Collective Bargaining Agreement between the City of Niles and Local 320 of the International Association of Fire Fighters, as far as those rules apply to the Niles Fire Department.

ARTICLE 5 - HOURS OF WORK & OVERTIME

5.1 Work Period The work period shall be defined as a nineteen (19) day cycle for all members of the bargaining unit that work the Three Platoon System.

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

5.3 Work Hours Work hours are 7:30 am to 7:30 am

5.4 Reduction "R" Days During the calendar year beginning with January 1, each employee in the Three Platoon System shall be scheduled off duty without loss of pay for fourteen (14), twenty-four (24) hour tours of duty, resulting in a workweek averaging fifty (50) hours for each employee.

Such days shall be designated "reduction" (R) days. After an employee has scheduled all fourteen (14) reduction (R) days, he may then designate any one (1) of the fourteen (14) reduction (R) days as a "personal day." Reduction (R) days shall be scheduled according to prevailing scheduling procedures. Notwithstanding the aforementioned, senior employees averaging a work week of fifty-six (56) hours shall be compensated for an additional twelve (12) hours per pay. Such employees shall have no reduction days save the one personal day. Such employees shall file for Appendix G in accordance with Article 16, 16.8.

- A. Employees shall schedule the reduction days (as noted above) on the basis of seniority with approval of the Chief. No more than three (3) employees may schedule a reduction day on the same day unless otherwise approved by the Chief.
- B. Employees covered by this Agreement who have been on the payroll less than one (1) full calendar year shall have such days prorated based upon time worked in the year.
- C. Employees with six (6) months of completed service may "cash in" any R-day in exchange for twenty-four (24) hours of compensatory time with approval from the Chief.

5.5 “Personal Days”

- A. May be scheduled in its entirety, just as any reduction (R) day.
- B. May be scheduled in as little as thirty (30) minute increments when such utilization does not create an overtime situation.
- C. May be scheduled in four (4) hour minimum increments when such utilization does create overtime.
- D. May be utilized by only one (1) employee at a time once an overtime situation is created.
- E. Personal Days may be used in the FLSA periods without penalty.
- F. Up to twenty-four (24) Personal hours may be carried over into the following year. At the end of the calendar year, Personal hours in excess of twenty-four (24) may be converted to Compensatory time and rolled over into the following year, up to the maximum of three hundred (300) hours as allowed per Article 5, 5.7. Members may not accumulate more than forty-eight (48) hours of personal leave.

5.6 Overtime Employees covered by this Agreement shall be entitled to overtime compensation for all hours worked in the performance of their duties in excess of one hundred forty-four (144) hours in a nineteen (19) day cycle. The rate of compensation shall be one and one-half (1 1/2) times the employee's regular hourly rate, based on two thousand eighty (2,080) hours worked annually. Compensatory time shall consist of twelve (12) hours prorated for all hours worked in excess of one hundred forty-four (144) hours.

- A. Paid leave of absence including vacation, reduction day, sick, and unpaid leave shall not be considered time worked for purposes of calculating overtime.
- B. If and when an employee is called to work overtime, and at the employee's option, the employee may receive compensatory time, in lieu of cash payment, at the appropriate overtime rate, for all hours in attendance.
- C. An employee shall be entitled to overtime compensation when performing his duties during emergencies, callbacks or for any other duties performed outside of the employee's normal duty hours.
- D. Nothing herein shall be construed to permit the pyramiding of overtime under any of the provisions of this Agreement.

5.7 Overtime Equalization Scheduling

- A. Overtime shall be offered to that employee with the least amount of accumulated overtime except as provided herein.
- B. Only officers shall work when officers are needed. One (1) officer on-duty shall be deemed sufficient to fulfill officer manpower needs.

- C. Overtime shall not be offered to an employee whose turn is working when such overtime is needed.
- D. Markings shall be W=worked; R=refused; AL=accident leave; S=sick; ML=military leave; AM answering machine; and NA=not available.
- E. Markings shall accumulate for the purpose of determining overtime equalization.
- F. Always begin with the first empty box.
- G. Fill day turn positions first, then afternoon, then midnight.
- H. Refusing back-to-back shall not be charged for refusing.
- I. Employees on AL or S one (1) hour before starting time on the date such overtime is needed, need not be called, but marked accordingly.
- J. Employees on Bereavement Leave shall not be charged, nor shall they be called.
- K. All markings except AL shall be posted with the day's date and shift.
- L. Employees on vacation, paid holidays, and reduction days, including all days between scheduled workdays, shall not be charged for refusing to work overtime.
- M. The overtime equalization chart shall be posted in the Captain's office with full and free access to all bargaining unit members. A copy of this chart shall be posted at the Niles-Cortland Road substation.
- N. Employees on Union or Fire Dept. business shall not be charged.
- O. Employees off sick shall be deemed to be sick until their next scheduled shift and marked accordingly, when appropriate, on the overtime equalization chart.
- P. Overtime other than at 0730 may be filled immediately.
 - 1. Notwithstanding the provisions above, new employees shall not be eligible for "overtime equalization scheduling" until they have completed the State Mandated Fire School, or six (6) months' time has elapsed since the date of hiring, whichever comes later.
 - 2. The Union agrees that there may be occasions where overtime equalization scheduling may not be followed due to unusual circumstances. These occasions should be the exception rather than the rule.

3. Overtime equalization scheduling for shifts beginning at 0730 and called between 0630-0730 shall conform to Section 5 – A, B, C, D, E, F, G, H, I, J, K, L, M, N, O and P.
4. Overtime equalization scheduling for all other overtime beginning at other than 0730 shall conform to Section 5 – A, B, C, D, E, F, G, H, J, K, L, M, N, O and P.

5.8 Leap Year Crews shall each work eight (8) hour shifts on February 29th, continuing in the rotation previously assigned. All three (3) crews shall receive one and a half (1 1/2) times their regular rate of pay.

5.9 Crew Transfers The Chief shall post crew transfers by December 1 of each year, other than transfers to cover extended sick leave, injury time, retirement, promotions, death, or termination.

5.10 Trading Time All employees covered by this Agreement, shall be allowed to trade workdays or work hours, including employees working the same crew, turn, or shift who are off for other reasons. The officer in charge shall be notified by the person requesting the trade. The person working shall be required to complete assigned duties until relieved.

Traded days or hours shall not be counted toward the computation of overtime as provided in this Agreement.

ARTICLE 6 - OTHER DUTIES

6.1 Other Duties With the approval of the Chief, off-duty personnel may be called in accordance with Article 7 Seniority, for all parades and related functions, fireworks, and mass gatherings.

ARTICLE 7 - SENIORITY

7.1 Definitions For purposes of seniority, the following definitions shall apply:

- A. **Total Seniority** “Total Seniority” shall be computed on the basis of uninterrupted length of continuous full-time service with the Employer from the employee’s original date of hire. This seniority shall be used to determine eligibility for Promotional exams per the ORC.
- B. **Bargaining Unit Seniority** “Bargaining Unit Seniority” shall be computed on the basis of uninterrupted length of continuous full-time service within a bargaining unit classification with the City of Niles Fire Department from the employee’s original date of appointment.
- C. **Classification/Rank Seniority** “Classification/Rank Seniority” shall be computed on the basis of uninterrupted length of continuous full-time service within a specific Classification/Rank in the City of Niles Fire Department.

Seniority shall be used to predicate callbacks for special event, i.e., parades, fireworks, etc. and dictate the scheduling of vacations and reductions days.

7.2. Loss of Seniority Employees who resign, are laid off for more than three (3) years, are discharged for cause, are absent for two (2) consecutive work days without notifying the City, (unless the employee is unable to report off due to accident, injury or any other reasonable cause) are laid-off, and fail to report to work within two (2) working days after having been recalled, or do not report to work for their next scheduled turn after the termination of an authorized leave of absence, are separated from service with the City and shall lose all seniority, unless the employee can provide the Employer with a reasonable excuse for his failure to comply with the provisions of this Article. No break in service shall occur while an employee is on layoff.

7.3. Probation Period Every newly appointed employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) calendar year. A newly hired probationary employee may be disciplined or terminated any time during the period of his probationary period and shall have no appeal over such discipline or removal.

A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred eighty (180) calendar days. A newly promoted employee who evidences unsatisfactory performance may be returned to his former position at any time during his probationary period.

7.4. Leaves of Absence An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. Use of sick leave, vacation leave, or other approved leave does not constitute a break in service.

7.5. Layoff/Recall Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

Employees who are laid off subsequent to the signing of this Agreement shall receive medical benefits coverage for the balance of the month in which layoff occurs from the effective date of the layoff.

7.6. Order of Seniority If more than one employee is hired on the same date, the employees' respective positions on the civil service eligibility list will determine the order of seniority.

ARTICLE 8 - DISCIPLINARY PROCEDURE

8.1. Just Cause Any employee holding a position under the City of Niles in the Union that is indicted or charged with a felony, or any acts of malfeasance, misfeasance or nonfeasance may be suspended with or without pay, in the sole discretion of the Employer, pending pre-disciplinary procedure as outlined in section 8.3 of this bargaining agreement. No employee shall be reduced in pay, suspended, or discharged except for just cause.

8.2. Progressive Discipline

- A. Except in instances where the employee is found guilty of serious misconduct, including but not limited to dishonesty or stealing, drinking intoxicating liquors or using illegal drugs on the Employer's premises, or deliberate destruction of the Employer's property, discipline will be generally applied in a corrective, progressive and uniform manner, but the Employer reserves the right to determine the amount of discipline based upon the seriousness of the offense.
- B. Progressive discipline shall take into account, the nature of the violation, the employee's record of discipline, and the employee's record of conduct.
- C. Disciplinary letters and any other types of reprimands are to be specifically isolated to the type of offense for the purpose of progressive discipline.
- D. Discipline shall be limited to the following:
 - 1. Documented Oral Reprimand
 - 2. Written Reprimand
 - 3. Suspension with or without pay
 - 4. Reduction in rank
 - 5. Termination

8.3 Pre-Disciplinary Conference Whenever the Employer or his designee determines that an employee may be disciplined for any reason where discipline involved may include a suspension, reduction in rank, or termination, a pre-disciplinary conference will be scheduled so that the employee may have an opportunity to offer an explanation of the alleged conduct. The Employer shall establish the date, time, and location of the conference. The conference shall be scheduled during the employee's regular work hours, when scheduling permits. The conference shall be administrated by a Hearing Officer who will be selected by the Employer or his designee.

Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, exclusive of Saturday, Sunday and holidays, the Employer shall provide a Notice of Pre-Disciplinary Conference to the employee identifying the date, time and place of the Hearing and a written outline of the charges, which may be the basis of disciplinary action.

The employee must choose to:

- 1. Appear at the conference to present an oral or written statement in his/her defense.
- 2. Appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or
- 3. Elect in writing to waive the opportunity to have pre-disciplinary conference.

Failure to select and/or comply with the above requirements or failure to appear at the Hearing shall constitute a waiver of the conference by the employee.

- A. At the pre-disciplinary conference, the Hearing Officer will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee. The employee or his/her representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred.
- B. The employee or his representative will be permitted to confront and cross examine witnesses, if any are presented.
- C. The Hearing Officer shall provide a report of their findings to the Employer, Employee, and the Employee's representatives within five (5) business days following the hearing. The Officer shall limit his/her findings only to whether or not there is a sufficient basis to believe the alleged misconduct occurred and shall not elaborate on the guilt or innocence of the affected employee. Following the receipt of the findings, the Employer shall determine what level of discipline, if any, should be imposed.
- D. Within five (5) business days of receiving the Hearing Officer's report, the Employer shall provide the employee with a copy of a written report concluding whether or not the alleged conduct occurred and stating what discipline, if any, is appropriate. Discipline imposed by the Employer as a result of the Hearing Officer's findings may be appealed only by employees entitled to grieve discipline as provided in this Agreement.

8.4 Disciplinary Records Records of disciplinary action shall have no force and effect, nor shall it be considered for any subsequent disciplinary charges in accordance with the following schedule, provided there has been no intervening disciplinary actions taken during the same time period:

Documented Oral Reprimands – 6 months
Written reprimands – 12 months
Suspensions of 24 hours or less – 18 months
Suspensions of more than 24 hours – 24 months
Reductions in rank – 24 months

Note: Suspensions may be unpaid or “working” suspensions in the sole discretion of the Employer. A “working” suspension is a suspension of record whereupon the employee continues to work and receive pay but the suspension shall have the same force and effect as an unpaid suspension for the purposes of progressive discipline.

After expiration of the time limits outlined in this section, and upon an employee's written request, all records of discipline will be removed from the employee's personnel file and will be retained separately until Ohio public record retention periods no longer require the record to be retained, at which time the record will be removed and destroyed in accordance with existing law.

8.5 Civil Service Impact Written reprimands shall not affect the employee's civil service points. Records of suspension shall not affect the employee's civil service points for more than the next applicable promotional exam. Any individual suspension shall affect the loss of no more than two (2) points. A suspension which has been grieved shall not affect the employee's civil service points if the grievance is not resolved prior to the time the list is validated.

8.6 Disciplinary Procedures The Employer and the Union agree that all disciplinary procedures shall be carried out in a private and businesslike manner.

8.7 Documentation All disciplinary action, proceedings, and any documentation and/or written material pertaining to discipline will be kept in an employee investigatory file pending the final disposition of the matter. Once the matter has been disposed of, and following the completion of any appeal, the decision will be placed in the employee's personnel file. Prior to the disposition, the Employer will not release any information pertaining to disciplinary action to the media or to any party that does not have a direct interest in the matter unless required to do so by applicable law. Complaints that are investigated and found to be without merit shall not be placed in the employee's personnel file.

8.8 Administrative Leave Any employee who is subject to an investigation or who is under indictment or arrest may be placed on a paid administrative leave of absence only, until completion of the disciplinary process or of the Court proceedings. Employee will not be paid if he/she is indicted or charged with a felony, performed any acts of malfeasance, misfeasance, or nonfeasance, violated the City's Drug Free Safety Policy or any behavior determined to be serious misconduct. Upon determination, if an employee is recalled, unless they have previously scheduled and approved time off, they must return to work on their next scheduled workday, or on the requested date.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Grievance Defined The term "grievance" shall mean any allegations by the Union or a bargaining unit employee through the authorized union representative, that there has been a breach, misinterpretation, improper application of, or non-compliance with the express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

9.2 Qualifications A grievance can be initiated by the Union or an aggrieved bargaining unit member. Where a group of bargaining unit members desires to file a grievance involving a situation affecting each such bargaining unit member in the same manner, one bargaining unit member selected by such group shall process the grievance(s); however, all employees wishing to be included in the group grievance shall be listed on the grievance form.

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

Where the alleged grievance is of the nature that it also qualifies for appeal under the rules of the State Personnel Board of Review, the Ohio Civil Rights Commission, the Equal Employment Opportunities Commission, or the Niles Civil Service Commission, such may be outside of the grievance procedure contained in this Agreement. However, if an appeal is pursued through the grievance procedure as well as outside of the grievance procedure concurrently, the grievance process will be placed on hold pending the final disposition of the external appeal. The Employer, the employee and their representatives may meet in effort to resolve the alleged violation prior to the appeal to any of these agencies.

9.3 Supervisory Notice/Grievance Contents A supervisor will be notified of any grievance filed against him and will receive written notification of the results or disposition of the grievance.

All grievances must contain the following information and be submitted on the grievance forms in this contract (Appendix C & D) to be considered:

1. Grieved employee's name and signature.
2. Grieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. A description of the incidence giving rise to the grievance that adequately describes who, what, where, when, why, and how the incident occurred.
7. Specific articles and sections of the Agreement violated.
8. Desired remedy to resolve the grievance.

9.4 Grievance Procedure All grievances must be processed at the proper step in order to be considered at subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. Any grievance not filed within the time limits contained herein shall be considered moot and void. Any grievance, which is not processed by the employee within the time limits provided, shall be considered resolved based upon management's last answer.

The following are the implementation steps and procedures for the handling of bargaining unit members' grievances:

A. Informal step

An employee having a complaint shall first bring that complaint verbally, within five (5) calendar days of the incident giving rise to the complaint, to the attention of the Chief. The Chief shall discuss the complaint with the employee and within (3) calendar days of their discussion respond to the employee with an answer.

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

B. Chief - Step 1

In order for an alleged grievance to receive consideration under this procedure, the grievant, with the Union representative if the former desires, must identify the alleged grievance in writing to the Chief within five (5) calendar days of the response given as a result of the informal step. The Chief may investigate and provide an answer within five (5) calendar days following the date on which the Chief was presented the grievance, in writing, to the grievant and the Union.

C. Mayor/Designee - Step 2

If the grievance is not resolved in Step 1, the employee, with the appropriate Union representative, if the former desires, may refer the grievance to the Mayor, within five (5) calendar days after receiving the Step 1 reply or the expiration of time for the answer of the Chief. The Mayor shall have five (5) calendar days in which to schedule a meeting with the grieved employee and his appropriate Union representative, if the former desires. The Mayor may investigate and respond to the grievant and/or his appropriate Union representative within ten (10) calendar days following the meeting.

9.5 Time Off Grievant may be given a reasonable time to consult with Union representatives during working hours, relative to a grievance matter, after first notifying his or her immediate supervisor of such desire, without loss of pay or other benefits. The Grievant need not reveal to his or her supervisor the nature of the potential grievance matter.

The Grievant's supervisor will arrange a meeting to take place as soon as possible for the employee with a union representative. Grievant(s) and union representatives will be permitted a reasonable amount of time to investigate and process grievance matters during their scheduled hours of employment. The investigative and processing time will not be abused by the member, the Union, or by the Employer or its representatives. In a grievance matter joined in by more than one (1) bargaining unit member, only one (1) of those bargaining unit members shall participate in the investigative and processing steps provided by this Article, while on duty.

A grievant, the employee chosen by the grievant to attend meetings, and the Union representative shall be allowed time off from regular duties with pay for attendance at scheduled meetings under the grievance procedure, with prior approval of their respective supervisors. Union representatives shall be allowed adequate time, as approved by the supervisor, off the job with pay to conduct a proper investigation of each grievance. Such approval will not be unreasonably withheld.

Grievant(s) shall not receive overtime pay to engage in grievance activities provided for herein; however, grievance meetings at Step 1 shall be held during the Grievant's working hours.

For the purpose of counting time, "working days" as used in this Article will not include Saturdays, Sundays, or holidays, scheduled time off, or approved leaves of the Grievant.

9.6 Time Limits It is the Union's and the Employer's intention that all time limits in the above grievance procedures shall be met. To the end of encouraging thoughtful responses at each step, however, the grievant and the Employer's designated representative may mutually agree at any step to short extensions of any of the time limits imposed herein, but any such agreement must be in writing and signed by the parties. In the event that the Employer fails to timely file a response to a step in the grievance, it is mutually agreed that the grievance is deemed denied and Grievant(s) may process the grievance to the next step.

9.7 Representatives in Meetings In each step of the grievance procedure herein, certain specific representatives are given approval to attend the meetings therein prescribed. It is understood by the parties that, in the interest of resolving grievances at the earliest possible step of the grievance procedure, it may be beneficial that other representatives not specifically designated be in attendance. Therefore, it is intended that either party may bring in additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the

parties specifically designated to attend that such additional representative(s) has input which may be beneficial in attempting to bring resolution of the grievance.

9.8 Arbitration Should a grievant, after receiving the written answer of the Mayor, still feel that the grievance has not been resolved to his or her satisfaction, he or she may request of the union that the union make the final decision as to whether any grievance will be pursued to arbitration. If the union decides to pursue arbitration, the grievant or the union must make written application to the Employer for arbitration within ten (10) calendar days of the Grievant's receipt of the written answer from the Mayor at Step 2. The request shall also include the name of the individual or firm that will represent the grievant and the union in the arbitration proceedings.

A. Selection Procedure Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within ten (10) calendar days following the request for arbitration jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (F.M.C.S.). Said arbitrators must be Ohio residents and National Academy Certified. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference and return the list to FMCS.

Each party shall have the right to reject one (1) panel of arbitrators. The party rejecting the list shall request another list within seven (7) days of rejection. The expenses of obtaining the initial list shall be equally split by the parties. The party rejecting the list shall bear the costs of obtaining a new list from FMCS. If both parties reject the list, the cost of obtaining a new list will be split equally. All procedures relative to the hearing shall be in accordance with the rules and regulations of the federal Mediation Conciliation Service.

B. Hearing Procedure The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and / or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, no add to, or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

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

to the Employer in Step 1 of the grievance procedure.

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

The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any costs involved in obtaining the lists of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expense of any witness shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

C. Awards The ruling and decision of the arbitrator shall be final and binding upon the parties. The award, if in favor of the Grievant, will be implemented by the Employer unless it is appealed. If the Employer waives appeal, the award will be implemented within thirty (30) days of that waiver, unless a mutually agreed upon alternative is established within that time frame. The arbitrator shall forward his findings, award, and all supporting data, to the representatives of the parties.

D. Hearing Costs The costs of the services of the Federal Mediation and Conciliation Service, the fee of the arbitrator, the costs of any proof produced at the direction of the arbitrator, the rent (if any) for the hearing room and all other costs of arbitration shall be borne equally by the Union and the Employer. If either party desires the arbitration proceedings to be recorded, the costs of the reporter and any transcript requests shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party requesting same. Any bargaining unit employee in attendance for such hearing shall not lose pay or benefits to the extent such hearing hours are during his normally scheduled working hours on the day of the hearing.

ARTICLE 10 - WAGES

10.1 Calculation Employee's wages shall be calculated as follows; the year the employee is hired shall constitute one (1) year/step on the wage scale. Employees shall move into succeeding year/step effective on January 1 of each year.

Employees hired after January 1, 1994, with less than four (4) complete years shall move into succeeding years on their anniversary date.

10.2 Wages Upon the execution of the agreement, and effective the first full pay period following execution of the contract, a general wage increase for 2022 shall take effect. All bargaining unit employees wage rates will be set forth in "Appendix A."

Wages shall be increased by:

First full pay period following the execution of this agreement	1.5%
First full pay period following January 1, 2023,	3.0%
First full pay period following January 1, 2024,	3.0%

10.3 Rank Differential The differential between Fire Fighter and Lieutenant shall be sixteen (16%) percent, and the differential between Lieutenant and Captain shall be sixteen (16%) percent.

10.4 Pay Steps Effective January 1, 2009, newly hired firefighters will be on a 5-year/step:

- 1st year/step – 0.8 of base pay
- 2nd year/step – 0.85 of base pay
- 3rd year/step – 0.90 of base pay
- 4th year/step – 0.95 of base pay

The new wage for each year/step 1-5 will be effective at the beginning of the pay period following the actual anniversary date. On the fifth year or upon reaching the 5th step, a firefighter shall receive the yearly base wage and remain at that wage until their 6th year. At the start of the 6th year, in January, the multiplier shall be based on the attached Appendix A and increased in each January, each year thereafter.

A newly hired Fire Fighter may be hired in at the second year/step, at the sole discretion of the City, if they have already completed the State of Ohio Level II Fire Fighter course and have at least one year of experience with another fire agency.

ARTICLE 11 - OTHER COMPENSATION

11.1 Clothing Allowance

- A.** Effective January 1, 2022, all bargaining unit members shall be entitled to a uniform and clothing allowance in the amount of twelve hundred dollars (\$1,200.00) per year to be distributed on the first pay period of March of each year.
- B.** The Chief shall direct any Fire Fighter under his command, to replace any piece of uniform clothing that is badly worn. It shall be the Chief's sole discretion as to what is considered badly worn.
- C.** Any bargaining unit member whose uniform is damaged or lost while in the line of duty, shall be responsible for replacing said uniform. For the purposes of this section, the uniform is defined as shirt, pants, and/or shoes. In order to protect the employee from additional losses for any one incident, an employee shall be reimbursed for the replacement cost of the damaged or lost item or items, with the approval of the Safety Director.

11.2 Reporting Pay/Min. Call In & Holdover

- A. Reporting Pay** Whenever an employee is called to work at a time other than his regular work schedule, he shall be guaranteed four (4) hours pay at the straight time or overtime

rate whichever is appropriate in accordance with the other Articles of the Agreement.

If the employee is called out for the purpose of a supervisory shortage, the employee shall be guaranteed six (6) hours at the overtime rate, provided that doing so would not result in an employee working more than eighteen (18) hours straight during a twenty-four (24) hour period, unless a state of emergency exists.

B. Minimum Call In/Holdover It is understood that any call-in, which starts prior to the regular shift and continues into the employee's regular shift, shall not be eligible for the minimum as provided in Section 1 above.

Should the Employer require an employee to "holdover" beyond the end of his regular turn, such employee shall be entitled to a minimum of one (1) hour of pay for such holdover time at the appropriate overtime rate provided the employee remains on duty for the entire hour. Should an employee, who was required to holdover, elect to leave prior to the end of (1) hour, such employee shall be compensated at the appropriate overtime rate for all time worked in thirty (30) minute increments. Should the period of holdover extend beyond one (1) hour, an affected employee shall be paid at the appropriate overtime rate for all hours worked.

When an employee is to be held over to cover for minimum manning shortage on the shift, it shall be offered to the most senior employee to the least senior employee working on the turn. If no one volunteers, the least senior employee will be ordered held over.

11.3 Bereavement Pay Bargaining unit members shall be entitled to bereavement pay in accordance with the following:

- A.** Forty-eight (48) hours, to be used in 24-hour increments, in the instance of a death of the following: spouse, child, mother, father, stepparent, legal guardian, brother, sister, and of current marriage, stepchild, mother & father-in-law.
- B.** Twenty-four (24) hours in the instance of a death of the following: employees and of current marriage: grandparents, grandchild, step grandparents, aunt, uncle, niece or nephew, and brother & sister-in-law.

Bereavement pay may be granted to an employee at the employee's regular straight time rate of pay.

Additional time off may be granted to an employee, beyond that provided above, at the sole discretion of the Employer, with such additional leave charged to an effected employee's accumulated sick leave.

Funeral Leave shall not count against FLSA bonus.

11.4 Compensatory Time (CT) When employees earn Compensatory time, it is earned at 1 ½ times the regular time and banked up to a maximum of three hundred (300) hours. An employee electing CT in lieu of pay may not change their election at a later date.

- A. **Tracking** CT shall be maintained per the timekeeping software provided by the City and access to the comp time shall be for the Officer in Charge and the Chief.
- B. **Usage** Time must be used in minimum increments of thirty (30) minutes. Time may not be pre-scheduled and when it is used, shall not affect FSLA obligations. CT may not be used when such usage constitutes an overtime situation.

Employees may use CT on any recognized holiday, with the exception of Christmas Day, up to a maximum of three (3) hours without any reduction of holiday pay.
- C. **Max** Employees can bank up to a maximum of three hundred (300) hours.
- D. **“R” Day Cash In** Employees with six (6) months completed service may elect to “cash in” any R-day in exchange for twenty-four (24) hours of CT provided doing so does not exceed the accumulation limit described above. Such “cashed in” time shall not be used during an FLSA period except when an employee has already taken time off in that FLSA period.
- E. **Pay Out Upon Termination/Retirement** Upon separation from employment the City shall pay the employee for all accrued but unused compensatory time at the employee’s hourly rate of pay up to the max of three hundred (300) hours.

11.5 Jury Duty and Witness Pay An employee called for jury duty or subpoenaed as a witness in a criminal action, not related to their job, shall be granted a leave of absence, or excused from work for the time necessary on the days which he serves. The employee shall receive full pay for time spent in jury service while on-duty and shall remit to the Employer any payment received from the court for jury service on that day. The employee shall return to work immediately if released from jury duty prior to the end of his scheduled shift.

Work-Related. An employee who is subpoenaed, summoned, or otherwise has to appear in court on behalf of the City of Niles or on behalf of IAFF/OAPFF, Local 320, shall be excused from work for the time necessary and shall be paid his regular rate for all time lost from scheduled work less any amount he receives as a witness. No employee shall receive pay under this provision if he testifies as a witness against the City of Niles in a case that the Union is a party. No employee shall receive pay under this provision for any court action that is not directly work related.

To be eligible for such pay, an employee must present verification of:

- A. His call to jury duty or witness duty.
- B. The amount received as jury or witness fee.

ARTICLE 12 - HOLIDAYS

12.1 Recognized Holidays Employees shall be entitled to the following holidays. These will be recognized on the actual date of the holiday, where a specific date exists, unless designated as being a specific weekday:

1. New Year's Day	1 st Day of January
2. Martin Luther King Day	3 rd Monday of January
3. President's Day	3 rd Monday of February
4. Good Friday	
5. Memorial Day	Last Monday of May
6. Juneteenth	19 th Day of June
7. Independence Day	4 th Day of July
8. Labor Day	1 st Monday of September
9. Columbus Day	2 nd Monday of October
10. Veteran's Day	11 th Day of November
11. Thanksgiving Day	4 th Thursday in November
12. Day after Thanksgiving Day	4 th Friday in November
13. Christmas Day	25 th Day of December

12.2 Holiday Pay For each recognized holiday listed above, if not required to work, the employee shall receive "holiday pay" at his/her regular rate of pay, in the pay period in which the holiday actually occurs.

Holiday pay is defined at eight (8) hours.

12.3 Holiday Worked Pay A bargaining unit member who works on any of the "recognized holidays" above shall be paid at the rate of two and one-half (2 ½) times his regular hourly rate of pay for all hours worked on the actual holiday.

12.4 Eligibility In order to be eligible to receive "holiday pay" as provided under Section 12.2, the employee must work the workday immediately before, on or immediately following the holiday if it is their scheduled workday. The exception to this is if the employee is on his normal day off, pre-approved vacation, extended sick leave, approved FMLA leave, approved injury leave, or comp time. If a bargaining unit member calls off sick on the holiday, he shall not receive holiday pay as designated in 12.1.

Any compensation received by an employee under this section shall be the only compensation for such holidays to which an employee shall be entitled. In addition, the hourly rate, as defined for this Section only, shall be computed on the basis of a forty (40) hour workweek.

ARTICLE 13 - VACATIONS

13.1 Schedules Members of the bargaining unit shall be entitled to vacation in accordance with the following schedule:

<u>Increments</u>	<u>Hours</u>
6 months through 2 years of completed service	3 Days = 72 Hours
3 through 5 years of completed service	5 Days = 120 Hours
6 through 10 years of completed service	10 Days = 240 Hours
11 through 15 years of completed service	12 Days = 288 Hours
16 through 20 years of completed service	15 Days = 360 Hours
21 through 25 years of completed service	17 Days = 408 Hours
After 25 years of completed service	20 Days = 480 Hours

Members of the bargaining unit hired on or after September 1, 2016, shall be entitled to vacation in accordance with the following schedule annually:

<u>Increments</u>	<u>Hours</u>
Hire date through two (2) years of completed service	3 days = 72 Hours
After two (2) years of completed service	5 days = 120 Hours
After five (5) years of completed service	6 days = 144 hours
After ten (10) years of completed service	10 days = 240 hours
After fifteen (15) years of completed service	12 days = 288 hours
After twenty (20) years of completed service	14 days = 336 hours

Total credit for an employee's years of service, with the City, whether continuous or not, shall be given for the determination of vacation benefits, and periods of layoff shall not affect such determination.

13.2 Planning/Scheduling The vacation year shall be from January 1 to December 31 of each year. Pre-approved vacation time can only be cancelled for a state of emergency or city emergency, not solely because it will create overtime.

- A. Vacation time may be scheduled to fall between an employee's regularly scheduled days off and may encompass more than one shift.
- B. No employee may be absent from duty utilizing vacation time that has not been pre-approved by the Chief or his designee.
- C. Once transfers are completed by December 1 of each year, bargaining unit members may begin to elect vacation time for the following calendar year, based on seniority.

In a year when an employee becomes eligible for additional hours of vacation pay, he/she may schedule such additional time at the beginning of the calendar year and may take such time prior to his anniversary date. An employee may make this vacation week selection based on his seniority. However, should such employee leave employment with the Employer after taking such unearned vacation time, such time shall be repaid from the employee's final pay.

13.3 Carry Over Bargaining unit members shall be permitted to carry over up to 3 days/72 hours of vacation time from one calendar year to the next. Carryover must be used in the following year.

Any accrued vacation leave that exceeds the authorized carry-over amount at the end of the year shall be forfeited without pay.

13.4 Senior Status Vacation Bank Bargaining unit members may, at their option, "bank" up to a maximum of 9 days/216 hours of their accumulated vacation time, to be used during years in which they are in Senior status only. By January 31st of each year employees must designate hours to be placed in that "Bank". Under no circumstances may an employee have more than 9 days/216 hours of vacation time "banked" at any one time.

1. When an employee elects to use his banked vacation time, as provided in this section, he shall schedule such time in the same manner as the regular vacation leave and on the basis of seniority for all available vacation time.
2. By the end of senior status, all "banked" hours shall be utilized by the bargaining unit member or they will be forfeited.
3. The only time this "Banked" vacation may be used outside of Senior status is in the event that an employee is on an approved paid leave and has exhausted all paid time options.
4. Adding banked time to a current year's vacation shall not increase splits beyond what an employee's regular years of service would entitle such employee to utilize.

A. To transition to the "Senior Status Vacation Bank" that will be utilized for bargaining unit members only to utilize while in senior status, any bargaining unit member that has vacation accrual in the current Vacation Bank as of January 1, 2022, shall make a determination no later than March 1, 2022, for the hours in the current Vacation Bank from the following options:

1. Bargaining unit member shall notify the Chief what vacation hours are to remain in the bank for Senior Status Vacation Banks (not to exceed 216 hours).
2. Bargaining unit member shall determine if they choose to, hours to utilize vacation time in 2022 with Chief approval without a repick of previously approved vacation of current bargaining unit members.
3. Bargaining unit member shall determine the remaining hours not utilized from option 1 & 2, hours to utilize vacation time in 2023 during the normal vacation scheduling per section 13.2 of this article.
4. Bargaining unit members may elect to utilize vacation sell back per section 13.5 of this article.

If the bargaining unit member does not make one of the above determinations, they will forfeit all time in the current Vacation Bank.

13.5 Sell Back An employee may elect to sell back up to a maximum of 7 days which equates to 168 hours total of their accumulated vacation time each year. It must be sold in increments of

either two (2) days (48 hours) or three (3) days (72 hours). An employee who elects such a sellback shall notify the Chief at the time departmental vacations are scheduled.

Such payments shall be made by separate check, and not added in with the regular payroll check. Employees will submit a request to auditor's office prior to November 1st of each year, to receive pay for vacation of one (1), two (2), or three (3) weeks.

13.6 Pay Out Upon Termination Upon an employee's termination of service to the City, such employee is entitled to receive vacation pay, which he has earned, but not yet taken. Should such employee be deceased, payment of such unused vacation time shall be made to the employee's surviving spouse, next of kin, personal representative, or the employee's estate.

ARTICLE 14 - SICK PAY

14.1 Accrual Bargaining unit members shall be entitled to accumulate sick pay at the rate of six (6) hours per active pay period. Sick pay shall be earned during all active pay periods, with the exception of unpaid leaves of absences. Sick pay may accumulate from year to year without limit.

14.2 Usage Bargaining unit members shall be entitled to use sick pay for the following reasons, upon approval of the Employer:

- A. Illness or injury of the employee or a member of his immediate family that requires the care and attendance of the employee.
- B. Medical, dental, or optical examinations or treatment of the employee or a member of his immediate family which requires the attendance of employee, and which cannot be scheduled during non-working hours.
- C. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee; or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto, inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period.
- E. The definition of immediate family for purposes of sick pay shall include employee's spouse, child, mother, father, stepparents, mother-in-law, father-in-law, or stepchild of a current marriage, brother, sister, grandparents, or other person who stands in place of a parent (loco parentis).
- F. Sick pay may be used in the pay period following the pay period in which it was accumulated.

14.3 Charging of Sick Pay Sick pay shall be charged in minimum increments of thirty (30) minutes.

14.4 Documentation Required An employee utilizing Sick pay for more than three (3) consecutive workdays shall be required to provide the Employer, with a statement from a licensed physician notifying the employer that the employee has been under their care and the dates of required absence in order to return to work.

At that time, any employee who needs more than three (3) consecutive workdays off for their own illness or to care for a family member, must inquire about Family Medical Leave with the City's Third-Party Administrator. *See FMLA under Article 15, Section 15.3*

14.5 Reporting Absence/Time When an employee is unable to report to work, he shall notify his immediate supervisor one (1) hour before he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with his immediate supervisor. When an employee becomes aware that he requires sick time of more than one (1) day's duration, he shall notify his immediate supervisor one (1) hour before he is scheduled to report to work on the first day he is unable to work and shall inform the supervisor of the expected date of return.

- A. Employees who report off sick before the start of their scheduled shift shall remain off for the duration of that shift and shall be charged accordingly for up to twenty-four (24) hours of sick leave. Prior approval for use of less than twenty-four (24) hours may be granted by the Chief, provided specific time parameters are agreed upon when reporting off.
- B. Employees, who while working their shift leave work due to sickness or family emergency, shall notify the Chief or the Officer in Charge of their intended return to work or shall remain off for the duration of that shift and shall be charged accordingly (by the hour).

When sick time creates overtime, employees will take at least four (4) hours of sick time.

- C. Employees electing A or B shall be deemed "sick" until their next scheduled shift.

14.6 Upon Termination/Retirement A member of the bargaining unit employed by the City on or before December 31, 2015, and who has been employed by the City for at least ten (10) full years (except those who retire earlier due to disability), who retires due to the rules and regulations established by the applicable retirement board, shall be entitled to compensation in a lump sum for all hours of unused sick leave which he has accumulated. Compensation for these accrued but unused sick pay hours shall be at the prevailing Federal minimum wage rate at the time of their retirement.

Effective January 1, 2005, compensation for these accrued but unused sick leave hours shall be at the 2600-hour rate for the first 100 hours and the prevailing Federal minimum wage rate for the remaining hours at the time of their retirement.

Bargaining unit employees employed on or after January 1, 2016, who have a minimum of ten (10) years of continuous employment with the City who are eligible and elect to retire in accordance with the rules and regulations established by the appropriate retirement board shall be permitted to receive payment for accrued but unused sick leave according to the following schedule:

Twenty-five percent (25%) of nine hundred sixty (960) hours may be cashed-out for a maximum of two hundred forty (240) hours of pay at the 2600-hour rate for those hours.

14.7 Sick Pay Bonus Should an employee utilize only one (1) workday (in part or in whole (i.e., one [1] occurrence) of sick pay or less from January 1 to March 31 of any calendar year, he or she shall be entitled to a bonus of twenty (20) hours of compensatory time which will be payable no later than two (2) pay periods following the last day of that quarter of a year. Likewise, should an employee utilize one (1) sick day or less (i.e., one [1] occurrence) in any other quarter of the year (April 1 – June 30; July 1 – September 30; October 1 – December 31) he or she shall receive the twenty (20) hours of compensatory time at the officer's discretion, as stated above.

The twenty (20) hour comp time bonus will be accrued only if the employee is under the comp time bank maximum.

Employees must be actively employed for the entire quarter to be eligible for the bonus.

Absence due to a work-related injury shall not disqualify an employee from utilization of this benefit for the first five (5) days missed, however, use of more than five (5) consecutive workdays of injury pay in any one quarter will disqualify the employee from receiving the sick pay bonus.

14.8 Abuse of Sick Pay/Leave Employees failing to comply with sick pay rules and regulations shall not be paid. Application of sick pay/leave with the intent to defraud shall result in disciplinary action up to and including termination and/or refund of salary or wages paid.

ARTICLE 15 - LEAVES OF ABSENCE

15.1 In General

- A. All unpaid leaves of absence (and any extensions thereof) must be applied for in writing on forms provided by the City. Such leave requests shall be granted or denied in writing, with the approval of the Chief or Safety Director within three (3) working days of such request.
- B. Unless otherwise provided for, an employee may, upon request, return to work prior to the expiration of any leave if such early return is agreed to by the City and approved of by the Chief or the Safety Director.
- C. When an employee returns to work after an approved leave of absence, he will be assigned to the position that he formerly occupied.
- D. For the purposes of ascertaining City-wide seniority, service time, classification seniority, and departmental seniority an employee shall be given credit for any periods of time during which he/she was rightfully on any of the leaves provided by this Agreement.

15.2 Extended Sick Leave Any employee who needs more than three (3) consecutive workdays off for their own illness or to care for a family member but does not meet the eligibility or

requirements of the Family Medical Leave Act (FMLA) as determined by the City's Third-Party Administrator, may be granted an extended Sick Leave.

- A. Documentation required** If medical attention is required, a certificate stating the nature of the illness from a licensed physician shall be required and presented by the bargaining unit member to his supervisor to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action, including dismissal.
- B. Physical Examination** If the Employer has reasonable suspicion that an employee is unable to perform his/her job duties, the employee may be required to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay (if there is no form of paid leave available to the employee) or disability separation. The cost of such examination shall be paid by the City.

15.3. Family and Medical Leave - FMLA The Employer, the Union, and the employees agree that they shall follow the provisions of the Family Medical Leave Act of 1993 (FMLA) and all amendments thereto. Employees are required to use FMLA leave for all qualifying conditions.

Available paid leave must be used concurrently with FMLA leave in the following order: sick pay, compensatory time, "R" days and vacation time, with the exception of any previously approved paid time off at the employee's discretion, before going into unpaid FMLA leave status. However, an employee may elect to hold in reserve up to seventy-two (72) hours of vacation leave. There will be no loss of any benefits when taking paid leave FMLA leave.

In order to be eligible to take leave under the FMLA, an employee must (1) work for a covered employer, (2) work 1,250 hours during the 12 months prior to the start of leave, (3) work at a location where 50 or more employees work at that location or within 75 miles of it, and (4) have worked for the employer for 12 months. The 12 months of employment are not required to be consecutive in order for the employee to qualify for FMLA leave.

A. Qualifying conditions

A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid, job-protected leave in a 12-month period for one or more of the following reasons:

1. For the birth of a son or daughter, and to bond with the newborn child.
2. For the placement with the employee of a child for adoption or foster care, and to bond with that child.
3. To care for an immediate family member (spouse, child, or parent – but not a parent "in-law") with a serious health condition.
4. To take medical leave when the employee is unable to work because of a serious health condition; or
5. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active-duty status as a member of the National Guard, Reserves, or Regular Armed Forces.

B. Serious health condition

The most common serious health conditions that qualify for FMLA leave are:

1. Conditions requiring an overnight stay in a hospital or other medical care facility.
2. Conditions that incapacitate you or your family member (for example, unable to work or attend school) for more than three consecutive days and have ongoing medical treatment (either multiple appointments with a health care provider, or a single appointment and follow-up care such as prescription medication).
3. Chronic conditions that cause occasional periods when you or your family member are incapacitated and require treatment by a health care provider at least twice a year; and
4. Pregnancy (including prenatal medical appointments, incapacity due to morning sickness, and medically required bed rest).

15.4 Personal Leave With the approval of the Chief, the Safety Director and/or the Mayor, an employee may be granted a leave of absence without pay for any reason, not to exceed six (6) months. Employee may not seek employment elsewhere under this section.

15.5 Injury on Duty/Workers Compensation Leave Every full-time bargaining unit member shall be entitled to apply for benefits under this Article on account of sickness or injury, provided such disability was occasioned while in the direct line of duty under such circumstances as would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

To apply for benefits under section 15.5, written application shall be made to the Mayor, or his designated representative accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with duties of such employee. It shall be the duty of the Mayor or his designated representative to approve or reject the application and in doing so he may require examination by a registered physician of his selection. Before any employee has made application to the Mayor or his designated representative for benefits under this Article is entitled to receive any benefits under this Article, he shall first make application for Worker's Compensation Benefits from any compensation fund to which the City contributes. He shall also complete the Injury on Duty and Reimbursement form provided by the City (see Appendix E). No employee shall be entitled to City-paid injury on duty benefits until his requirement has been completed. Pending a determination on the employee's application, he shall be entitled to his full regular pay and benefits.

A. If the employee's application is approved, the employee may receive no more than nine (9) months with full pay with full benefits (except accrual of sick leave while off on this injury leave), less any compensation received from the State of Ohio Bureau of Worker's Compensation. This provision shall not guarantee an employee more than nine (9) months of pay or benefits. The benefits shall be computed on the basis of forty (40) hours per week. Specifically excluded from payment authorized herein are temporary and seasonal employees. Should an employee's injury extend beyond the nine (9) months set forth in this Article, the Employer shall be obligated to offer such employee the option to purchase hospitalization at the City's prevailing rate. Should an employee's injury extend beyond the nine (9) months set forth in this Article, the City may extend injury on duty benefits.

- B. When the employee's application is approved, the Mayor or his designated representative shall place the employee on such benefit status. The employee will be paid his full benefits as provided in Section A and at such time the State of Ohio Worker's Compensation begins making payments, then the employee shall reimburse the Employer all back compensation and will forward any future weekly benefit payments from Worker's Compensation to the City in return for the continuation of his full pay and benefits, as provided in this Article.
- C. In the event the injury of disability is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave or vacation time. If the employee does not have accumulated sick or vacation pay to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies advanced to the employee to the City. Such repayment shall be made from an affected employee's future earnings of sick and vacation pay benefits.
- D. Should the employee sever from employment with the City for any reason prior to the full repayment of such advanced monies as outlined in Section C, the City shall use any legal remedies necessary to achieve complete reimbursement from said employee. Any lump sum payment other than wage reimbursement received by the bargaining unit member for a permanent injury or illness remains the property of the member.
- E. The City shall require the employee to furnish a standard written signed statement explaining the nature of the injury to justify the use of accident leave.
- F. An employee shall be required to furnish a statement from a licensed physician stating that nature of the injury and notifying the Employer that the employee is unable to perform his duties. The Employer may require an employee to take an examination conducted by a licensed physician to determine the employee's physical or mental capability to perform his duties of the employee's position. The cost of such examination shall be paid by the City. Should the opinion of the licensed physician conflict with that of the employee's personal physician, a third physician shall be selected by the previous two physicians, and the opinion of the third physician shall be binding on both parties. The cost of the third physician shall be borne equally by the City and the Employee.
- G. Notwithstanding the provisions of this Section, an employee shall be required to report and update his status to the City and his immediate supervisor at least once a month.
- H. Section 15.5 shall be uniformly administered as to all Fire Department Personnel.
- I. The City shall make every possible attempt to find alternate work assignments for employees on injury leave who may be able to perform lighter duties. This duty will be at the discretion of the Employer. Light duty shall not consist of responding to alarms. Employees on light duty shall not be counted towards minimum manning. The employee will be reassessed by a physician to determine their fitness for duty. Light duty shall be decided on a case-by-case basis between the Chief, the Safety Director, and the Union.

15.6 Military Leave The Employer, Union, and employees agree that all applicable Federal and State statutes shall be followed with regard to military leave including, but not limited to Uniformed Services Employment and Reemployment Rights Act of 1994 and the Ohio Revised Code § 5923.05. 5923.05 respectively stating that employees covered under the provision are to be paid the difference between the employee's gross wage/salary as a public employee and the sum of the employee's gross uniformed pay and allowances. No public employee shall receive payments if the employee's gross uniformed pay and allowances exceeds his gross wage/salary.

The law requires employees to provide their employers with advance notice of military service, with some exceptions.

Notice may be either written or oral. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving. However, no notice is required if:

1. Military necessity prevents the giving of notice; or
2. The giving of notice is otherwise impossible or unreasonable.

“Military necessity” for purposes of the notice exception is defined in regulations of the Secretary of Defense as “a mission, operation, exercise or requirement that is classified, or a pending or ongoing mission, operation, exercise or requirement that may be compromised or otherwise adversely affected by public knowledge.”.

15.7 Union Leave Officers of the bargaining unit shall be granted time off with pay for purposes of attending meetings, conventions, conferences, or seminars of their International Union on a regional, state, or national level. Only personnel elected by their employee group shall be granted such leave. The maximum of two (2) employees shall be released from duty and no more than one (1) from any one shift at a time. The employees must request such time off in writing to the Employer at least six (6) calendar days, inclusive of Saturdays, Sundays, and Holidays, prior to any such meeting. Such leave shall not exceed a total of one hundred twenty (120) hours per calendar year per Union representative.

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

Union leave shall not be counted against FLSA or overtime.

ARTICLE 16 - HEALTH & WELFARE

16.1 Health Insurance The Employer agrees to maintain in full force and effect coverages for health, hospitalization insurance, optical, dental, and drug prescription coverage and benefits, including major medical.

16.2 Health Care Committee Nothing herein shall prohibit the Employer from instituting cost containment measures (e.g., second surgical opinion, etc.) during the life of this Agreement.

- A. IAFF Local 320 agrees to participate on the currently established Health Care Cost Containment Committee. This committee shall consist of seven (7) members, five (5) of such members shall be union representative, one (1) from each of the City's five (5) bargaining units. These members shall be selected at the sole discretion of each bargaining unit to represent their respective unit. The two (2) remaining members of the committee shall consist of the City Mayor and Auditor or their designees.
- B. This committee shall meet at least six (6) times a year unless mutually agreed by the Co-Chairs of the committee. The City Mayor shall serve as a co-chairperson and one member of the remaining six (6) committee members shall be voted to serve as the second co-chairperson. The Committee shall, at its first meeting, establish rules and regulations for its governance. However, these rules and regulations shall provide that each of the seven (7) members shall have one (1) vote, and that a majority vote will be controlling. These rules and regulations may include provisions providing for the substitution of an alternate representative for any such member who may be unable to attend. Finally, these rules and regulations will provide each representative the opportunity to use any advisor or consultant it deems necessary.
- C. The Committee will investigate methods to contain the overall cost of health care. These methods may include, but not be limited to, the reduction of benefits, establishing a bid process, scope of final determination, as a method utilized to contain the overall cost of health care shall be vested to the sole responsibility of the committee.
- D. The Committee shall make a final vote on any Plan changes no later than thirty (30) days prior to the deadline for selecting a Plan. Failure of the Committee to vote will grant the Employer the right to make Plan changes on a unilateral basis. Recommendations will be
 - a. in compliance with the ACA regarding coverage levels and shall not cause the Employer to incur any fines, penalties, or punitive measures.

16.3 Coverage Coordination If both spouses are employed by the Employer, they shall be offered one (1) family coverage, but they may select the spouse that will make the premium contribution. In addition, should any employee be covered by the City of Niles healthcare as a dependent, he/she should only be covered by one plan. Per this section, such employees are not eligible for the Health Insurance Coverage Waiver.

16.4 Employee Premium Contribution Effective January 1, 2022, the Employer will pay ninety (90%) percent of the Insurance Plan premium selected by the employee and the employee shall pay ten (10%) percent of the Plan premium through bi-weekly equalized payroll deductions.

Effective January 1, 2023, the Employer will pay eighty-eight (88%) percent of the Insurance Plan premium selected by the employee and the employee shall pay twelve (12%) percent of the Plan premium through bi-weekly equalized payroll deductions.

Effective January 1, 2024, the Employer will pay eighty-seven (87%) percent of the Insurance Plan premium selected by the employee and the employee shall pay thirteen (13%) percent of the Plan premium through bi-weekly equalized payroll deductions.

16.5 The “City Plan” During the term of this Agreement the City may offer to the bargaining unit members an alternate Health Insurance Plan which shall be called “The City Plan.” The City shall have the sole discretion to develop, determine benefit levels and, offer or discontinue offering The City Plan to the bargaining unit members. The City shall provide, to interested bargaining unit members, an Employee Benefit Plan Summary for the City Plan for review. The City shall pay the entire premium cost of The City Plan and the bargaining unit members shall pay no premium costs. The City shall have sole authority to alter the terms of The City Plan on an annual basis only. Employees may choose to enter or exit The City Plan on the same annual basis only. The City shall have the sole discretion to discontinue The City Plan on an annual basis upon thirty (30) day notice to the participating bargaining unit members.

16.6 Health Insurance Coverage Waiver Upon employment and annually during the open enrollment, an employee with alternate health insurance coverage may elect to waive health insurance coverage through the City. In lieu of such coverage, an employee electing this option shall receive an additional one hundred dollars (\$100) per month in compensation. In the event the employee loses the alternate health care coverage, that employee shall have the opportunity to enroll in the City’s health insurance coverage within 30 days of the qualifying event following proof of such termination. In no case shall the period be longer than thirty (30) calendar days. Those employees wishing to enroll in the normally provided health care plan shall only be permitted to do so during the open enrollment period except in the case of a benefit termination. This section does not apply to spouses or dependents who are co-employed by the City of Niles.

16.7 Life Insurance The Employer agrees to continue paying in full, premium for a life insurance policy for bargaining unit members in the amount of twenty thousand dollars (\$20,000.00), including accidental death and dismemberment coverage and five thousand (\$5,000.00) without accidental death and dismemberment coverage for retired firefighters.

16.8 Retirement Incentive A member of the bargaining unit who has been employed by the City of Niles for at least ten (10) full years, and who is eligible to retire under the rules and regulations of the Ohio Police and Fire Pension Fund, may be entitled to a retirement incentive payment. This non-pensionable retirement incentive shall consist of one (1) week salary, at retirement, for each year of completed service with the City, with a twenty-five (25) year cap. The weekly salary shall be calculated by taking an employee’s annual salary, as set forth under Article 10, “Wages,” and dividing it by fifty-two (52) weeks.

This benefit shall be frozen as of September 1, 2016, and employees will be credited with the number of completed years as service with the City each has as of that date. No further completed years of service with the City beyond September 1, 2016, shall be accrued toward this benefit. This benefit shall not be available for any employee who has less than one (1) year of completed service with the City as of September 1, 2016, or who is hired on or after September 1, 2016.

- A. Once the bargaining unit member has been established in accordance with and by the rules and regulations of the Ohio Police and Fire Pension Fund, the member may make application for the retirement incentive payment, to be paid for a period of time not to exceed three (3) consecutive years from date of application. The total retirement incentive shall be calculated in accordance with this article. The total calculated incentive will be divided by the amount of pay periods over the next three (3) years and added to the

member's bi-weekly pay. This retirement incentive pay shall be non-pensionable in accordance with the rules of the Ohio Police and Fire Pension Fund. Member shall complete the Retirement Incentive Application (Appendix F).

- B. Once a member of the bargaining unit becomes eligible for retirement under the rules and regulations of the Ohio Police and Fire Pension Fund, the member may apply for Senior Status. Under Senior Status, a member may elect to work their thirteen (13) Reduction (R) days per calendar year, in accordance with Article 5- Hours of Work & Overtime. Members who are eligible will have the option to be in Senior Status for three (3) consecutive or five (5) consecutive years. Such employees shall file for Appendix G in accordance with this Article.

16.9 Pensions The Employer shall continue in full force and affect the pension and disability program through the Police and Fire Pension Fund.

- A. The City agrees to contribute the statutorily required contribution to the Police and Fire Pension Fund by the salary reduction method that the individual employee is required to pay pursuant to the present Federal and Ohio Laws. Allowing employees to contribute in this manner results in a deferral of Federal and State income taxes on a portion of their wages and a reduction in taxable income.
- B. For the purpose of Section A, the term "earned compensation" shall mean any and all monies paid on or after January 1, 1992, to an employee by the City of Niles, for which there is a pension contribution, under or pursuant to any provisions of this Agreement and without regard to the date, time, or pay period in which the original obligation for such payment may have occurred.

16.10 Liability Insurance & Indemnity The City of Niles shall provide defense and indemnity to bargaining unit members in accordance with Ohio Revised Code 2744 in any instance which is related to employment with the City of Niles.

16.11 Death Benefit Upon the death of a bargaining unit member, compensation at the rate of said employee's hourly rate, at the time of death, shall be paid to the employee's widow, children, and or estate. This compensation shall include all unused vacation and accumulated sick time due at the time of death. Such hourly rates shall be determined by dividing the employee's annual salary by two thousand eighty (2,080) hours.

ARTICLE 17 - TRAINING & EDUCATION

17.1 Minimum Requirements All members of the bargaining unit are expected to maintain, at a minimum each year, the required Firefighter II Certification, and the Emergency Medical Responder certification. Firefighter II and Emergency Medical Responder certifications will be at the member's own time and expense and will not be reimbursed by the City, as they are a minimum requirement to maintain a position as a City of Niles Firefighter. The Union recognizes that under the previous contract, compensation for those two (2) courses alone has been rolled into the base rate of pay to account for this responsibility.

Bargaining unit members shall not be entitled to Overtime or Compensatory time to meet this requirement.

17.2 Training and Fire Preventions Activities When training or fire prevention activities occur outside the bargaining unit member's shift, the member shall be paid at the appropriate rate when such training is mandated.

- A. All training other than Federal and State mandated classes shall be at the sole discretion of the Chief or Safety Director.
- B. A member of the bargaining unit will not lose any pay or benefits while attending mandated training schools during his scheduled shift.
- C. Minimum manning requirements will be met while an employee is at mandated training.

17.3 Compensation for Mandated Training If and when an employee is called to work overtime for a mandated training, and at the employee's option, the employee may receive compensatory time, in lieu of cash payment, at the appropriate overtime rate, for all hours in attendance.

17.4 Educational Compensation Any employee who desires to attend an accredited University to take courses in fire science or a related degree may be reimbursed by the Employer for the cost of the tuition provided the employee complies with the following:

- A. Request for attendance must be in writing to the Fire Chief, no later than thirty (30) days prior to the start of class and must include the name of the University, the course(s) to be taken and, documentation of the anticipated cost of tuition
- B. The Fire Chief shall have sole discretion to approve or disapprove all requests
- C. Upon successful completion to the class (attaining a "C" or better), the employee shall present to the Employer the employee's tuition statement and the course grade for tuition reimbursement
- D. To be eligible to attend, employees must be formally accepted by the University and meet its requirements and must have completed two (2) full years of service with the Niles Fire Department
- E. Class attendance shall be on the employee's time and the Employer shall not pay the employee for any time spent in class attendance.

17.5 Reimbursement The Employer shall complete the reimbursement to the employee within thirty (30) days of the employee's presentation of documentation.

17.6 Repayment Should the employee leave the City within three (3) years from the last date of receiving reimbursement, the employee shall be required to reimburse the City for all tuition cost/benefits paid under this article. The Employer is authorized to offset any amounts owed under

this section from employees' final paycheck. If an insufficient amount is available from your final paycheck, reimbursement is to be repaid immediately upon separation.

ARTICLE 18 - LABOR/MANAGEMENT COMMITTEE

18.1 Meetings In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Mayor and/or an appropriate designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems or issues of concern and to promote a more harmonious labor/management relationship.

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

18.2 Agenda An agenda will be furnished at least five (5) business days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending.

18.3 Union Representation Up to one (1) employee representative who is scheduled to be at work during the time of this meeting, may, at the Employer's discretion, be able to attend this meeting with no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

ARTICLE 19 - HEALTH & SAFETY

19.1 Safe Workplace Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and establish safe working practices for his employees.

The City shall adopt a general safety program regarding equipment, working conditions and officer safety in order to ensure the safety of all employees.

19.2 Reporting & Investigations

- A.** All unsafe working conditions must be reported by the employee in writing to the employee's immediate supervisor in charge within twenty-four (24) hours of the time such unsafe working conditions become apparent.
- B.** The Employer will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The Employer shall be responsible for ensuring that all safety rules and safe working methods are followed by the employees. The employees shall be responsible for following all safety rules and safe working methods.
- C.** The Employer will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made.

19.3 Drug Free Safety Policy Bargaining Unit employees will be given and follow the most current version of City's Drug Free Safety Policy.

ARTICLE 20 - NO STRIKE/NO LOCKOUT

20.1 No Strike/No Lockout The Union agrees to the essential nature of services provided by its members in protecting the public's health and safety. In recognition of this fact, the Union agrees that there shall be no work interruptions, slowdowns, strikes, or sympathy strikes at any time. In the event of unauthorized interruptions, the Union agrees that it shall join the Employer in requiring its members to return to work immediately.

In addition to any other remedies available to the Employer, any employee, or employees, either individually or collectively, who violates Section 20.1 of this Article is subject to discipline or discharge by the Employer. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the Grievance Procedure Article 9.

The Employer agrees that there shall be no lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 20.1 of this Article.

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

ARTICLE 21 - MANAGEMENT RIGHTS

21.1 Management Rights The City specifically retains all those rights contained in Section 4117.08 I (1)-(9), of the Ohio Revised Code, which are not listed above. In addition, the Union recognizes the rights and authority of the Employer to administer the business of the Fire Department, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and otherwise exercise the prerogatives of Management, which are not in conflict with the terms and conditions of this Agreement and applicable state or local laws or Civil Service rules and regulations, which more particularly are as follows:

- A.** To manage and direct its employees, including the right to select, hire, promote, transfer, and assign in accordance with law, evaluate, layoff and recall or to reprimand, suspend, discharge or discipline for just cause and to maintain order among employees in accordance with applicable Civil Service Laws.
- B.** To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.
- C.** To determine the department's goals, objectives, programs, and services, and to utilize personnel in the manner designed to effectively meet these purposes.

- D. To determine the size and composition of the work force in the Employer's organizational structure, including the right to relieve employees from duty due to lack of funds.
- E. To determine the hours of work and work schedules required to operate most effectively.
- F. To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained.
- G. To determine the necessity to schedule overtime and the amount required thereof.
- H. To maintain the security of records and other important information.
- I. To determine the overall budget.
- J. To maintain and improve the efficiency and effectiveness of the Employer's operations.
- K. To determine and implement necessary actions in emergency situations, and
- L. To determine how technology may be utilized to improve the Employer's operations.

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing Agreements shall remain the exclusive function of the Employer. In addition, the Employer agrees that, in the exercise of its management rights, it shall abide by the terms and conditions outlined in the Agreement.

ARTICLE 22 - EMPLOYEE RIGHTS

22.1 Personnel Files/Records

- A. Public Records Requirements** The parties acknowledge that certain materials contained in the personnel file of a bargaining unit member may be public records. As such, any information that qualifies as a public record under State law will be released in accordance with a request for public records. The Employer agrees to notify the bargaining unit member any time a request for their personnel file is made, and if known, will provide the member with the identity of the individual or organization that is requesting the information.
- B. Employee Access to Files/Clarification** Upon request to the custodian of records during regular business hours, an employee shall be allowed the opportunity to review his personnel file and add memoranda to the file clarifying any documents contained in the file.

C. Copies A request for copies of items included in the file shall be honored.

ARTICLE 23 - RULES & REGULATIONS

23.1. Rules & Regulations. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies, and procedures consistent with the Employer's statutory authority to regulate personal conduct of employees, and the conduct of the Employer's services and programs.

The Employer recognizes that no work rules, regulations, policies, or procedures shall be established that are in violation of any expressed terms of this Agreement.

23.2 Age Limits The City of Niles shall use age limits for hiring and retirement as per applicable State and Federal Law.

23.3 Attendance Policy The language regarding the Attendance Policy has been removed from this agreement and a department specific Attendance Policy will be created. The intent of that policy will be to set forth expectations with regard to employee attendance and further provide a reasonable, fair, and consistent mechanism for improving and maintaining an acceptable attendance level in the department. Bargaining Unit employees will be given and follow the most current version of the department specific attendance policy.

ARTICLE 24 - GENERAL PROVISIONS

24.1 Fire Equipment The Employer agrees to furnish bargaining unit members all equipment required to perform the duties incident to the prevention and extinguishment of fire, rescue, and resuscitation work, including EMS, public service calls, and other such related duties within the fire service. This includes the care and maintenance of the apparatus, building and equipment within the division of fire.

24.2 Volunteers Volunteers shall not be called into the City limits of Niles to man stations or fight fires, except if called for mutual aid from the Niles Fire Department by the Fire Officer in charge, or at the direction of the Chief.

24.3 Mutual Aid Emergency requests from another community that results in manpower or equipment being sent outside the City will be in accordance with mutual aid agreements or MABAS requirements. The City recognizes its obligation for mutual aid to surrounding communities and shall not hold any Officer responsible for fulfilling this obligation. Minimum manning will be maintained in accordance with this bargaining agreement, however, the call out of personnel to meet minimum manning shall not begin until the responding unit is on scene and a determination is made that the unit will be tied up for a period of time. The exception would be inadequate staffing to respond an engine to an incident within the City, at which time, the OIC can begin the call back immediately based on preliminary reports from the requesting agency. Any personnel sent outside the City shall have all rights and benefits as if he/she were working inside the City. Any requests for manpower into the City shall not be made until all bargaining unit members have been recalled in accordance with the bargaining agreement. The exception would be if life safety issues are present, i.e., trapped firefighters or civilians. Needs for special

equipment do not fall under this clause, i.e., foam unit, confined space rescue, hazmat, and brush fire units.

24.4 Minimum Manning The City agrees to maintain a minimum of six (6) men on duty at all times.

24.5 Turnout Gear The City agrees to furnish the required turn-out gear and any protective clothing and devices required for members of the bargaining unit, including but not limited to new safety prescription glasses for Scott Air Packs, fire coats, bunker pants, gloves, helmets, boots, nomex hoods, flashlights, batteries, and other equipment to safely fulfill the requirements of their duties, as determined by the Employer.

Each bargaining unit member shall be responsible for the cleaning of their turnout gear once a year.

ARTICLE 25 - TERMS OF THE AGREEMENT

25.1 Duration Of Agreement This Agreement shall be effective as of January 1, 2022, and shall remain in full force and effect until December 31, 2024, unless otherwise terminated as provided herein:

- A.** This Agreement shall represent all employee rights, privileges and benefits granted by the Employer to its employees and unless specifically and expressly set forth in this Agreement, all rules, regulations, and practices previously granted are no longer in effect. In the event provisions of this Agreement are found to be contrary to the above by a Court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.
- B.** If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days nor later than sixty (60) calendar days prior to the expiration date of this Agreement, except as otherwise provided herein. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C.** The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, either oral or written, are hereby canceled. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually 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

subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

25.2 Waiver in Case of Emergency In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of Niles, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this Agreement shall automatically be suspended:

- A.** Time limits for Management or the Union's replies on grievances; and
- B.** All work rules and/or provisions of agreements or practices directly relating to the assignment of all employees.

Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

25.3 Severability If during the life of this Agreement, any of the provisions contained herein are held to be invalid, by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request by either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provisions.

Notwithstanding the provisions set forth in this agreement, modification of, or variance from, any contractual provision(s) for the purposes of complying with the Americans with Disabilities Act (ADA), and the Family and Medical Leave Act (FMLA), or any other state or federal law relative to handicap or disability discrimination, shall not be construed by either party as a violation of this agreement or any provision herein.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives and entered into this 8 day of FEBRUARY, 2022 at Niles Ohio.

FOR THE EMPLOYER:

Steven Mientkiewicz, Mayor

Giovanne Merlo, Auditor

George Kaniclides, Safety Director

FOR THE IAFF, LOCAL 320 :

Jory Ramer, President
IAFF Local 320

Mike Burns, Vice President
IAFF Local 320

Kenneth Heinselman, Sergeant of
Arms IAFF Local 320

Approved as to form by:

Philip Zuzolo, Esq., Law Director

SIDE LETTER #1
REVIEW OF PARAMEDIC WAGES

The parties agree that in the event that an ambulance service is adopted by the City of Niles, the wage for the paramedic position shall be reviewed. In doing so, the parties will discuss an appropriate wage adjustment, should such be warranted and as may be mutually agreed upon.

The parties agree that this Side Letter will expire at the end of this contract.

This Side Letter was agreed upon in the contract of January 1, 2019, through December 31, 2021

SIDE LETTER #2
HAZARD PAY

The following Memorandum of Understanding (MOU) is entered into between the City of Niles (Employer) and the International Association of Fire Fighters, Local 320 ("Union") for the purpose of memorializing the discussions surrounding a one (1) time Hazard payment of one thousand dollars (\$1000) to members of the Union, for working through the Covid-19 Pandemic. The Hazard pay would be payable the first full pay period in January 2022.

This Side Letter was agreed upon and signed on December 16, 2021

SIDE LETTER #3
RELATED TO COMPENSATION
RELATED TO PENSION CONTRIBUTION

The City of Niles (“City”), International Association of Fire Fighters Local 320 representing Firefighters in the City of Niles (“IAFF”) (jointly, the “Parties”) enter this Side Letter to clarify compensation related to pension contribution of IAFF members.

After full and fair negotiations, the Parties agree to the following terms:

I. Base Pay Rate.

1. Effective January 1, 2010, the City of Niles and certain bargaining units agreed that the City of Niles would pay one hundred percent of the current employee pension contribution by increasing the bargaining unit’s wages equal to the full 12.25% of the Ohio Police and Fire Pension Fund (OPNF) requirement.
2. With respect to the IAFF, the City agreed to pay 10% of the 12.25% required OPNF contribution.
3. The IAFF has paid the remaining 2.25% difference from 2010 through the present.
4. In order to reconcile the pension contribution compensation throughout the bargaining units, the City and IAFF agree that the base pay rates effective January 1, 2022, outlined in the Appendix section of the Collective Bargaining Agreement, is more than sufficient to compensate the unit members for the aforementioned 2.25% difference in pension contribution.
5. The parties agree that this agreement does not bind the City to compensate the member for any additional amounts regarding the OPNF contribution, including but not limited to, if the OPNF contribution requirement increases in the future.

II. Recitations.

1. In accordance with law, where the terms of this Agreement are in conflict with the CBA, state, or local law or rule, this Agreement will prevail.
2. This Agreement is made on a non-precedent setting basis and does not amend, alter, or revise any CBA term except is final with respect to the pension
3. The Parties agree to cooperate in the implementation and administration of this Agreement including, but not limited to, cooperating with any administrative agency as required to enforce its terms.

SIDE LETTER #3
(CONTINUED)

4. In the event of a dispute about this Agreement, the Parties agree to meet telephonically or electronically to resolve the dispute at the first available date and time. If the Parties cannot resolve the dispute, it will be subject to the CBA grievance and arbitration provisions.
5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This Side Letter was agreed upon and signed on December 29, 2021

LETTER OF UNDERSTANDING
FIREFIGHTER BASE RATE

This Letter of Understanding is entered into by and between the City of Niles, Ohio, hereinafter referred to as the “Employer,” and the International Association of Fire Fighters, hereinafter referred to as the “IAFF.” In order to reach a successor agreement and streamline the application of contractual provisions, the parties agreed to the elimination and modification of Article 16, Section 1, Training Schools and Fire Related Activities, and Article 25, Section 7, Wages. Specifically, the parties agreed to the following:

1. Article 16, Training Schools and Fire Related Activities:

The parties agreed to eliminate any and all compensation to bargaining unit members for the required annual completion of Fire Fighter II and Emergency Medical Responder Certifications.

Article 17 under Current contract

2. Article 25, Wages:

The parties agreed to eliminate the yearly First Responder Certification Stipend of six hundred dollars (\$600.00).

The parties agree that the total hours to recertify their Fire Fighter II certificate and the First Responder stipend of six hundred dollars (\$600.00) equate to a total sum of one thousand dollars (\$1,000.00), equaling forty-eight cents (\$0.48) per hour, will be rolled into the hourly base rate of the Fire Fighters.

This Letter of Understanding was agreed upon in the contract of January 1, 2019, through December 31, 2021

APPENDIX A
WAGE SCALE

FIREFIGHTER

Effective upon 1st full pay period in 2022 after the Execution of the Agreement

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
0.8	1	\$21.6222	\$44,974.09
0.85	2	\$22.9735	\$47,784.97
0.9	3	\$24.3249	\$50,595.85
0.95	4	\$25.6763	\$53,406.74
1	5	\$27.0277	\$56,217.62
1.0275	6	\$27.7710	\$57,763.60
1.0325	7	\$27.9061	\$58,044.69
1.0375	8	\$28.0412	\$58,325.78
1.0425	9	\$28.1764	\$58,606.86
1.0475	10	\$28.3115	\$58,887.95
1.0525	11	\$28.4467	\$59,169.04
1.0575	12	\$28.5818	\$59,450.13
1.0625	13	\$28.7169	\$59,731.22
1.0675	14	\$28.8521	\$60,012.31
1.0725	15	\$28.9872	\$60,293.39
1.0775	16	\$29.1223	\$60,574.48
1.0825	17	\$29.2575	\$60,855.57
1.0875	18	\$29.3926	\$61,136.66
1.0925	19	\$29.5278	\$61,417.75
1.0975	20	\$29.6629	\$61,698.83
1.1025	21	\$29.7980	\$61,979.92
1.1075	22	\$29.9332	\$62,261.01
1.1125	23	\$30.0683	\$62,542.10
1.1175	24	\$30.2035	\$62,823.19
1.1225	25	\$30.3386	\$63,104.27
1.1275	25+	\$30.4737	\$63,385.36

APPENDIX A
WAGE SCALE

FIREFIGHTER LIEUTENANT

Effective upon 1st full pay period in 2022 after the Execution of the Agreement

Multiplier	Years of Service	Base Hourly Rate	Base Annual Wages
1	5	\$31.3521	\$65,212.37
1.0275	6	\$32.2143	\$67,005.71
1.0325	7	\$32.3710	\$67,331.77
1.0375	8	\$32.5278	\$67,657.83
1.0425	9	\$32.6846	\$67,983.89
1.0475	10	\$32.8413	\$68,309.96
1.0525	11	\$32.9981	\$68,636.02
1.0575	12	\$33.1548	\$68,962.08
1.0625	13	\$33.3116	\$69,288.14
1.0675	14	\$33.4684	\$69,614.20
1.0725	15	\$33.6251	\$69,940.26
1.0775	16	\$33.7819	\$70,266.33
1.0825	17	\$33.9386	\$70,592.39
1.0875	18	\$34.0954	\$70,918.45
1.0925	19	\$34.2522	\$71,244.51
1.0975	20	\$34.4089	\$71,570.57
1.1025	21	\$34.5657	\$71,896.64
1.1075	22	\$34.7225	\$72,222.70
1.1125	23	\$34.8792	\$72,548.76
1.1175	24	\$35.0360	\$72,874.82
1.1225	25	\$35.1927	\$73,200.88
1.1275	25+	\$35.3495	\$73,526.94

APPENDIX A
WAGE SCALE

FIREFIGHTER CAPTAIN

Effective upon 1st full pay period in 2022 after the Execution of the Agreement

Multiplier	Years of Service	Base Hourly Rate	Base Annual Wages
1.0475	10	\$38.0959	\$79,239.47
1.0525	11	\$38.2777	\$79,617.70
1.0575	12	\$38.4596	\$79,995.93
1.0625	13	\$38.6414	\$80,374.16
1.0675	14	\$38.8233	\$80,752.40
1.0725	15	\$39.0051	\$81,130.63
1.0775	16	\$39.1870	\$81,508.86
1.0825	17	\$39.3688	\$81,887.09
1.0875	18	\$39.5506	\$82,265.32
1.0925	19	\$39.7325	\$82,643.55
1.0975	20	\$39.9143	\$83,021.78
1.1025	21	\$40.0962	\$83,400.01
1.1075	22	\$40.2780	\$83,778.25
1.1125	23	\$40.4598	\$84,156.48
1.1175	24	\$40.6417	\$84,534.71
1.1225	25	\$40.8235	\$84,912.94
1.1275	25+	\$41.0054	\$85,291.17

APPENDIX A
WAGE SCALE

FIREFIGHTER

Effective upon 1st full pay period in 2023

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
0.8	1	\$22.2708	\$46,323.26
0.85	2	\$23.6627	\$49,218.47
0.9	3	\$25.0547	\$52,113.67
0.95	4	\$26.4466	\$55,008.88
1	5	\$27.8385	\$57,904.08
1.0275	6	\$28.6041	\$59,496.44
1.0325	7	\$28.7433	\$59,785.96
1.0375	8	\$28.8824	\$60,075.48
1.0425	9	\$29.0216	\$60,365.00
1.0475	10	\$29.1608	\$60,654.52
1.0525	11	\$29.3000	\$60,944.04
1.0575	12	\$29.4392	\$61,233.56
1.0625	13	\$29.5784	\$61,523.09
1.0675	14	\$29.7176	\$61,812.61
1.0725	15	\$29.8568	\$62,102.13
1.0775	16	\$29.9960	\$62,391.65
1.0825	17	\$30.1352	\$62,681.17
1.0875	18	\$30.2744	\$62,970.69
1.0925	19	\$30.4136	\$63,260.21
1.0975	20	\$30.5528	\$63,549.73
1.1025	21	\$30.6919	\$63,839.25
1.1075	22	\$30.8311	\$64,128.77
1.1125	23	\$30.9703	\$64,418.29
1.1175	24	\$31.1095	\$64,707.81
1.1225	25	\$31.2487	\$64,997.33
1.1275	25+	\$31.3879	\$65,286.85

APPENDIX A
WAGE SCALE

FIREFIGHTER LIEUTENANT

Effective upon 1st full pay period in 2023

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
1	5	\$32.2927	\$67,168.82
1.0275	6	\$33.1807	\$69,015.96
1.0325	7	\$33.3422	\$69,351.80
1.0375	8	\$33.5037	\$69,687.65
1.0425	9	\$33.6651	\$70,023.49
1.0475	10	\$33.8266	\$70,359.33
1.0525	11	\$33.9881	\$70,695.18
1.0575	12	\$34.1495	\$71,031.02
1.0625	13	\$34.3110	\$71,366.87
1.0675	14	\$34.4725	\$71,702.71
1.0725	15	\$34.6339	\$72,038.56
1.0775	16	\$34.7954	\$72,374.40
1.0825	17	\$34.9568	\$72,710.24
1.0875	18	\$35.1183	\$73,046.09
1.0925	19	\$35.2798	\$73,381.93
1.0975	20	\$35.4412	\$73,717.78
1.1025	21	\$35.6027	\$74,053.62
1.1075	22	\$35.7642	\$74,389.46
1.1125	23	\$35.9256	\$74,725.31
1.1175	24	\$36.0871	\$75,061.15
1.1225	25	\$36.2486	\$75,397.00
1.1275	25+	\$36.4100	\$75,732.84

APPENDIX A
WAGE SCALE

FIREFIGHTER CAPTAIN
Effective upon 1st full pay period in 2023

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
1.0475	10	\$39.2388	\$81,616.76
1.0525	11	\$39.4261	\$82,006.34
1.0575	12	\$39.6134	\$82,395.92
1.0625	13	\$39.8007	\$82,785.50
1.0675	14	\$39.9880	\$83,175.07
1.0725	15	\$40.1753	\$83,564.65
1.0775	16	\$40.3626	\$83,954.23
1.0825	17	\$40.5499	\$84,343.81
1.0875	18	\$40.7372	\$84,733.39
1.0925	19	\$40.9245	\$85,122.97
1.0975	20	\$41.1118	\$85,512.55
1.1025	21	\$41.2991	\$85,902.13
1.1075	22	\$41.4864	\$86,291.70
1.1125	23	\$41.6737	\$86,681.28
1.1175	24	\$41.8610	\$87,070.86
1.1225	25	\$42.0483	\$87,460.44
1.1275	25+	\$42.2356	\$87,850.02

APPENDIX A
WAGE SCALE

FIREFIGHTER

Effective upon 1st full pay period in 2024

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
0.8	1	\$22.9390	\$47,713.04
0.85	2	\$24.3726	\$50,695.10
0.9	3	\$25.8063	\$53,677.17
0.95	4	\$27.2400	\$56,659.23
1	5	\$28.6737	\$59,641.30
1.0275	6	\$29.4622	\$61,281.43
1.0325	7	\$29.6056	\$61,579.64
1.0375	8	\$29.7490	\$61,877.84
1.0425	9	\$29.8923	\$62,176.05
1.0475	10	\$30.0357	\$62,474.26
1.0525	11	\$30.1791	\$62,772.46
1.0575	12	\$30.3224	\$63,070.67
1.0625	13	\$30.4658	\$63,368.88
1.0675	14	\$30.6092	\$63,667.08
1.0725	15	\$30.7525	\$63,965.29
1.0775	16	\$30.8959	\$64,263.50
1.0825	17	\$31.0393	\$64,561.70
1.0875	18	\$31.1826	\$64,859.91
1.0925	19	\$31.3260	\$65,158.12
1.0975	20	\$31.4694	\$65,456.32
1.1025	21	\$31.6128	\$65,754.53
1.1075	22	\$31.7561	\$66,052.74
1.1125	23	\$31.8995	\$66,350.94
1.1175	24	\$32.0429	\$66,649.15
1.1225	25	\$32.1862	\$66,947.35
1.1275	25+	\$32.3296	\$67,245.56

APPENDIX A
WAGE SCALE

FIREFIGHTER LIEUTENANT

Effective upon 1st full pay period in 2024

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
1	5	\$33.2615	\$69,183.92
1.0275	6	\$34.1762	\$71,086.48
1.0325	7	\$34.3425	\$71,432.40
1.0375	8	\$34.5088	\$71,778.32
1.0425	9	\$34.6751	\$72,124.24
1.0475	10	\$34.8414	\$72,470.16
1.0525	11	\$35.0077	\$72,816.08
1.0575	12	\$35.1740	\$73,162.00
1.0625	13	\$35.3403	\$73,507.92
1.0675	14	\$35.5067	\$73,853.83
1.0725	15	\$35.6730	\$74,199.75
1.0775	16	\$35.8393	\$74,545.67
1.0825	17	\$36.0056	\$74,891.59
1.0875	18	\$36.1719	\$75,237.51
1.0925	19	\$36.3382	\$75,583.43
1.0975	20	\$36.5045	\$75,929.35
1.1025	21	\$36.6708	\$76,275.27
1.1075	22	\$36.8371	\$76,621.19
1.1125	23	\$37.0034	\$76,967.11
1.1175	24	\$37.1697	\$77,313.03
1.1225	25	\$37.3360	\$77,658.95
1.1275	25+	\$37.5023	\$78,004.87

APPENDIX A
WAGE SCALE

FIREFIGHTER CAPTAIN
Effective upon 1st full pay period in 2024

<u>Multiplier</u>	<u>Years of Service</u>	<u>Base Hourly Rate</u>	<u>Base Annual Wages</u>
1.0475	10	\$40.4160	\$84,065.29
1.0525	11	\$40.6089	\$84,466.56
1.0575	12	\$40.8018	\$84,867.83
1.0625	13	\$40.9948	\$85,269.09
1.0675	14	\$41.1877	\$85,670.36
1.0725	15	\$41.3806	\$86,071.63
1.0775	16	\$41.5735	\$86,472.89
1.0825	17	\$41.7664	\$86,874.16
1.0875	18	\$41.9593	\$87,275.42
1.0925	19	\$42.1523	\$87,676.69
1.0975	20	\$42.3452	\$88,077.96
1.1025	21	\$42.5381	\$88,479.22
1.1075	22	\$42.7310	\$88,880.49
1.1125	23	\$42.9239	\$89,281.76
1.1175	24	\$43.1168	\$89,683.02
1.1225	25	\$43.3098	\$90,084.29
1.1275	25+	\$43.5027	\$90,485.56

APPENDIX B
IAFF AUTHORIZATION/AGREEMENT FOR PAYROLL DEDUCTION

I, _____, hereby authorize and direct my employer (City of Niles) every month to deduct from my wages all periodic membership dues as required by I.A.F.F. Local Union No. 320 or its legal successor. I further authorize and direct that these monies so deducted be turned over each month to the Secretary-Treasurer of I.A.F.F. Local Union No. 320.

This authorization and assignment are made pursuant to the applicable provisions of the Ohio Revised Code and is in full force and effect to the extent permitted by the Ohio Revised Code.

Name _____

Social Security Number _____

Address _____

City _____ State _____ Zip _____

Signature _____

Hire Date _____

Today's Date _____

APPENDIX C
GRIEVANCE APPEAL FORM - STEP 1

Name of Employee _____ Grievance No. _____
Grievant

Classification

Date and Time Grievance Occurred _____

Date Grievance Presented to Chief _____ Verbal _____

In Writing _____

Description of the Incidence Giving Rise to the Grievance:

Article(s) and Section(s) of the Agreement Violated: _____

Relief Requested: _____

Employee's Signature _____ Date _____

(If group grievance – Signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group.)

APPENDIX D
GRIEVANCE APPEAL FORM – STEP 2

Name of Employee _____ Grievance No. _____
Grievant

Classification_____

Date and Time Grievance Occurred _____

Date Grievance Presented to Mayor _____

Description of the Incidence Giving Rise to the Grievance: _____

Article(s) and Section(s) of the Agreement Violated: _____

Relief Requested: _____

Employee's Signature _____ Date _____

(If group grievance – Signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group.)

APPENDIX E
INJURY ON DUTY AGREEMENT

The City of Niles, by and between its Mayor or his designated representative, and _____, its employee, agree as follows:

WHEREAS the employee has been disabled during the course of his/her employment with the City of Niles and has filed a claim for Worker's Compensation Benefits, said disability having occurred on or about _____, and the claim being numbered _____; and

WHEREAS the employee desires and/or did desire to be paid regular compensation by the Employer while the employee is and/or was disabled as the result of the aforesaid injury or illness and has filed with the State of Ohio Bureau of Worker's Compensation and with any other compensation fund to which the Employer contributes a claim for loss of wages during the employee's disability resulting from such injury or illness.

NOW, THEREFORE, it is agreed by the Employer and employee as follows:

That if the Employer pays and/or has paid the employee's regular compensation under the terms of the applicable labor agreement during the period of the employee's disability aforesaid, such employee shall reimburse the Employer to the extent he/she is awarded Worker's Compensation Benefits for loss of wages when the same is received. Failure of the employee to reimburse the Employer for Worker's Compensation benefits received within seven (7) days after receipt of same shall bar the employee from further receipt of injury-on-duty benefits regarding this specific disability claim.

The employee authorizes a copy of this agreement to be filed with the State Bureau of Worker's Compensation and with any other compensation fund to which the employee has applied and said agency is hereby authorized to carry out the terms and provisions hereof.

CITY OF NILES, EMPLOYER

By: _____

Employee _____

APPENDIX F
RETIREMENT INCENTIVE APPLICATION
(ARTICLE 16, SECTION 16.8)

I, _____ who according to the rules and regulations of the Ohio Police and Fire Pension Fund, am eligible to retire from the date of this application, do hereby make application for the retirement incentive payment, to be paid for a period of time not to exceed three (3) consecutive years from date of application. The total retirement incentive shall be calculated in accordance with Article 33 of this agreement. The total calculated incentive will be divided by the amount of pay periods over the next three (3) years and added to my bi-weekly pay. This retirement incentive pay shall be non-pensionable in accordance with the rules of the Ohio Police and Fire Pension Fund. This application shall cover a three (3) year period starting with the first pay period in _____.

Employee Signature

Date

APPENDIX G
APPLICATION FOR SENIOR STATUS

I, _____, am eligible for retirement under the rules and regulations of the Ohio Police and Fire pension Fund. I hereby apply for the following work week hours:

Option #1 _____ 56 hours per week for the next 3 consecutive years

Option #2 _____ 53.25 hours per week the 1st year and 53.7 hours per week the following consecutive years 2, 3, 4 & 5

This application shall commence on January 1st of each year. The wage rate shall be determined by the applicable wage scale of that calendar year. Once filed, this application shall be irreversible for the duration of the agreement. I waive my rights to reduction days based upon my selection above. This application is in accordance with Article 5, Hours of Work/ Work Period, and Article 16, Retirement Incentive/Senior Status.

Signature: _____

Date: _____

***Calculation of Senior Status Hourly Rate Shall be Calculated as Follows:**

Option #1: 56-hour work week: The hourly rate per the wage scale (Appendix A) multiplied by 312 hours (13 reduction days). This total will then be applied to the employee's annual salary. The annual salary will then be divided by 2080 hours. This will be the new hourly rate for the Senior Status employee for that current year.

Option #2: 53.25 hours per week the 1st year and 53.7 hours per week the following consecutive years 2, 3, 4 & 5. The 1st year's hourly rate per the wage scale (Appendix A) multiplied by 168 hours (7 reduction days). This total will then be applied to the employee's annual salary. The annual salary will then be divided by 2080 hours. This will be the new hourly rate for the Senior Status employee for that 1st year. For years 2, 3, 4, & 5, the hourly rate per the wage scale (Appendix A) multiplied by 192 hours (8 reduction days). This total will then be applied to the employee's annual salary. The annual salary will then be divided by 2080 hours. This will be the new hourly rate for the Senior Status employee for each of those years.