

Collective Bargaining Agreement

between

Solon-Centerville Fire Board

and

Cedar Professional Firefighters Union

L-4953

Effective: January 21, 2014 – January 20, 2015

THIS AGREEMENT, entered into this 21st day of 2014, by and between the Solon-Centerville Fire Board, hereinafter referred to as the "Board/Employer", and the International Association of Fire Fighters, who have named the Cedar Professional Firefighters Union L-4953, hereinafter referred to as the "Union."

Preamble.

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Board and the Union; to provide for equitable and peaceful adjustment of differences that may arise, and to establish proper standards of wages, hours, and other conditions of employment. The Union recognizes the essential public service here involved and the general health, welfare and safety of the community and agrees to work with the Board to encourage increased efficiency on the part of its members.

To these ends, the Board and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives of all levels and among all Employees.

Article 1 - Recognition

Section 1.1: The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time Firefighter/Paramedics, Paramedics, Firefighter/Emergency Medical Technician – Specialists, Firefighter/Emergency Medical Technician – Basic, Emergency Medical Technician – Specialists, and Firefighters excluding the Fire Chief, and part-time employees and agrees that it will not enter into any agreements with its full-time Firefighter/Paramedics, Paramedics, Firefighter/Emergency Medical Technician – Specialists, Firefighter/Emergency Medical Technician – Basic, Emergency Medical Technician – Specialists, and Firefighters, individually or collectively, or with any other organization which in any way conflicts with the provisions hereof.

Section 1.2: Whenever the word "Employee" or "Employees" are used in this Agreement, they shall be defined as all full-time Firefighter/Paramedics, Firefighter/Emergency Medical Technician – Basic and Firefighters, excluding the Fire Chief, and part-time employees of the Employer.

Section 1.3: Definition of a full-time employee is any employee regularly scheduled to work 40 hours per week or more.

Article 2 - Membership

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain, or discontinue their membership in the Union, as they see fit. All full time employees shall, as a condition of continued employment, pay to the Union an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount equal to the Union's regular and usual initiation fees and its regular and usual dues. For new full time employees, the payment shall start thirty-one (31) days following the date of employment.

Article 3 – Management Rights

It is recognized that the government and management of the Solon-Centerville Fire Board, the control and management of its properties and the maintenance of municipal functions and operations are reserved to them and all the functions, rights, powers, and authority which are not

specifically abridged, delegated or modified by this Agreement, are recognized by the Union as being retained by them. These rights include but are not limited to the following:

- (a) To maintain efficiency and to make, alter and enforce reasonable rules and regulations to be observed by Employees, provided such rules and regulations are not contrary to the terms and conditions set forth in this Agreement;
- (b) To direct, hire, promote, demote, and for just and reasonable cause suspend, or discipline the Employees;
- (c) To evaluate jobs, classify positions, establish qualification requirements of Employees specify the Employees' duties, lay off Employees for lack of work or lack of funds, and reduce or increase the size of the working force; and
- (d) To manage and operate the service in all respects and without restricting the generality of the foregoing, to determine the number and location of establishments, the services to be rendered, the methods, the work procedures, the kinds and locations of instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the services to be provided and performed; to schedule work; to make, alter and enforce policies and regulations governing the use of materials, equipment and services as may be deemed necessary by the Board, provided that such regulations are not contrary to the express terms and conditions set forth in this Agreement.
- (e) To subcontract work or service in response to reduced or inadequate funding sources, to provide additional capacity, or to reduce administrative overhead. The Employer agrees that it will not use any sub-contracting device primarily for the purpose of laying off fulltime employees or evading this agreement.

Article 4 - Grievance Procedure

Section 4.1: It is the intent to the parties of this agreement that the procedures hereby established shall serve as the means for the prompt disposition and amicable settlement of such disputes, controversies, and grievances as may arise between them. Both parties agree that all grievances should be dealt with promptly and every effort should be made to settle grievances as close to the source as possible.

Section 4.2: All such disputes, controversies and grievances which arise between the Employer and the Union or between the Employer and the Employee or group of Employees, covered by this agreement-concerning the effect, interpretation, application, claim, and breach of violation of any provisions of the agreement shall be subject to the following procedure:

Step 1: An Employee or the Union claiming to have a grievance may submit such grievances in writing to the Fire Chief no later than ten (10) days after the matter concerned first arose. The Chief shall reply within ten (10) days thereafter.

Step 2: If the matter is not satisfactory resolved in Step 1, the union may appeal in writing to the Fire Board Chairperson. This appeal must be processed within ten (10)

days following completion of Step 1. The answer of the Fire Board Chairperson shall be given within fifteen (15) days.

Step 3: If the matter is not satisfactorily resolved in the preceding step the union may appeal in writing to the Board as a whole within ten (10) days following completion of step 2. The answer of the Board shall be provided within thirty (30) days immediately following the date of the next scheduled Board meeting. The grievance meeting before the Board may be held in private session if allowed by the Michigan Open Meetings Act.

Step 4: If the matter is not satisfactorily resolved in the preceding step, the matter may be referred to arbitration. Such requests must be made in writing within seven (7) days following the completion of step 3.

Step 5: The parties shall have sixty (60) days to select an arbitrator by mutual consent in a matter prescribed by the American Arbitration Association. The decision of the arbitrator shall be final and binding on all parties. All expenses involved in the arbitration, shall be equally shared by both parties; however expenses relating to the calling of witnesses or the obtaining of depositions shall be borne by the party at whose request such witness or depositions are required.

Article 5 - Maintenance of Conditions

All rights, privileges, and working conditions utilized by the Employees at the present time and all current terms and conditions of employment which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this agreement unless changed by mutual consent.

Article 6 - Strike – Lockout

The Union and the Employer agree that there shall be no strikes, work stoppages, slow downs, interruptions of service, or boycotts, by the Employees and no lockouts made by the Employer.

Article 7 - Union Activity

Section 7.1: No Employee shall be discharged, disciplined, or discriminated against because of activity on behalf of the union, which does not interfere with the performance of his or another employee's duties or assignments.

Section 7.2: The Union shall be entitled to hold its Union meetings at the main fire station, provided permission is granted in advance from the Chief. Such permission shall not be unreasonably denied.

Section 7.3: The Union shall have the right to elect or assign one (1) steward.

Section 7.4: The Union shall have the right to post Union notices and bulletins during regularly schedule working hours.

Section 7.5: The Board shall provide one (1) bulletin board for the exclusive use of the Union in the main fire station at a convenient location accessible to Employees, size and location as agreed to by the parties.

Section 7.6: Union officials and representatives up to a maximum of one (1) in any one instance, shall be permitted time off to perform the following Union business, so long as it is on Employers property:
Representation of Union members during grievance or disciplinary meetings when the official or representative has been requested by said covered Employee for such representation, meetings with the Fire Chief, or Board officials, negotiations, and any other Union business is on the property of the Employer, the Employer shall provide coverage for said official or representative, and such meetings, healings, and representation shall not commence until such coverage has been provided.

Section 7.7: Union representatives and agents will be permitted to discuss Union business with members during their duty hours and while members are not on a call, provided such discussions will not interfere with the performance of any member's duties and service to the community. The union agrees that this privilege shall not be abused.

Section 7.8: The Employer agrees that accredited representatives of the IAFF, whether local representatives, District Council representatives, State or International representatives, may schedule meetings concerning this contract, this bargaining unit, or collective bargaining implementation on the employers property, with the approval of the Fire Chief, provided such meetings are not disruptive of the duties of the Employees or the efficient operation of the Employer or department.

Article 8 - Evergreen Clause

This agreement shall remain in effect during any negotiations and shall continue to remain in full force and effect pending agreement upon a new contract or 312 arbitration unless terminated by either party on thirty (30) days written notice.

Article 9 - Work Hours and Schedule

Section 9.1: Regular duty shifts begin at 6:00 am and continue to 6:00 pm the same day. Unless involved in emergency responses or other Department business, employees are expected to remain at the station during official Department business hours on duty days.

Section 9.2: For payroll purposes, “work periods” shall be two weeks in duration starting Sunday 6:00 am and continuing for fourteen (14) consecutive twenty-four hour periods.

Section 9.3: An employee will be scheduled eight (8) shifts during each work period so that the employee works an average of either forty-eight (48) hours every week or ninety-six (96) hours every work period.

Article 10 - Overtime

Section 10.1: Overtime shall be equal to one and one half (1 ½) times the employees’ straight time hourly rate.

Section 10.2: Full-time employees that respond to requests for Department services (EMS and/or Fire) during off-duty time shall document their hours on the daily time sheet.

Section 10.3: For responses during off-duty time, full-time employees will be paid a minimum of one hour. After one hour, time will be paid in thirty (30) minute intervals. All pay is at set employee’s hourly rate and time counts towards overtime.

Section 10.4: When a shift is vacant, full-time employees are given first option to work the shift, followed by part time or paid on call. Overtime will be offered to the full-time staff based on lowest amount of overtime hours offered and then the seniority list, highest being offered first, lowest being offered last. The Employer will make an honest effort to contact full-time employees. The Union will maintain and make available the overtime list to the Employer.

Article 11 - Trade Time

The Union and the Employer agree that Employees shall have the right to trade workdays or any portion thereof with other Employees covered by this agreement. Employees agree that there shall be no overtime incurred by this right and that all trades must be approved in advance by the Fire Chief or his designee. The Employer recognizes that trade time is allowed by FLSA and is an exchange between two employees and the Employer has no burden.

Article 12 - Seniority

Section 12.1: Seniority shall be defined as a full-time Employee's length of continuous service within the Fire/EMS department since his/her last appointment date. "Last appointment date" shall mean the date upon which an Employee first reported to work as a full-time permanent Employee within the Fire/EMS

department at the direction of the Employer since which he has not quit, retired, been discharged or transferred outside the Fire/EMS department. No time shall be deducted from an Employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or for layoff for lack of work or funds, except as hereinafter provided.

Section 12.2: All new permanent, full-time Employees shall be probationary Employees during the first six (6) months of their employment. During the probationary period, the new Employee shall have no seniority status and may be discharged during that period without further recourse. At the conclusion of the probationary period, the Employee's name shall be added to the seniority list as of his date of hire.

Section 12.3: An Employee's seniority within the fire/EMS department shall be terminated:

- (a) If he/she quits, retires or is transferred outside the Fire/EMS department. Any Employee who is transferred from the bargaining unit to another position within the Fire/EMS department shall retain seniority. If an Employee fails to qualify, within a specified qualifying time (90 days), in a position with the department, but outside the bargaining unit, he/she shall return to his former position without loss of seniority.
- (b) If the Employee is discharged for cause and such discharge is not reversed through the procedure referred to in this agreement.
- (c) If, when recalled to work following layoff, the Employee fails to notify the Board within seven (7) days of his intention to return to work or fails to actually return to work within fourteen (14) calendar days after a written notice by certified mail of such recall is sent to his last address on record with the Board.
- (d) If laid off for a period equal to his or her seniority at-the time of layoff or three (3) years, whichever is the lesser.

Section 4: The Board shall maintain an up-to-date seniority list.

Article 13 - Personal/Sick Leave

Section 13.1: As a benefit of employment, the Employer shall provide paid personal/sick time off for all full-time employees following successful completion of first ninety (90) calendar days of the probationary period. Personal/Sick leave hours are intended for short notice unplanned full or partial shift absences. However, personal/sick leave may be used for one or more pre-planned full shift absences if the employee has exhausted all accumulated vacation time off.

Section 13.2: Full-time employees are provided personal/sick leave at the beginning of each year (January 1st) according to the following schedule.

1 YEAR OR	1-5 YEARS	6-10 YEARS	11-15	16-20	21+ YEARS
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LESS			YEARS	YEARS	
*SEE SECT. 13.3	36 HOURS	60 HOURS	84 HOURS	96 HOURS	96 HOURS

Section 13.3: Following successful completion of the first ninety (90) calendar days of the probationary period, new employees will be provided personal/sick leave retroactive to their date of hire according to the following schedule:

<u>Hire Date:</u>	Jan 1 – Mar 31	3 days
	Apr 1 – Jun 30	2 days
	Jul 1 – Sep 30	1 day
	Oct 1 – Dec 31	No personal/sick leave until January 1 st .

Section 13.4: Employees may carry over a maximum of 36 hours of personal/sick leave.

Section 13.5: Personal/sick leave will count as hours worked in the computation of overtime.

Section 13.6: Personal/sick leave may not be used until it is earned.

Section 13.7: Unused personal/sick time at the end of the calendar year can be carried to subsequent years up to maximum of accumulated hours. However, in March of every year, employees will have the option of receiving payment of all or part of their unused accumulated sick/personal leave subject to the following conditions:

- (a) Payment will be made in the normal payroll check in the last pay period of the fiscal year.
- (b) Accumulated hours shall be paid at the employee’s regular, straight time hourly rate as of the end of the fiscal year in which the payment is being made.
- (c) Payments will be reported to the IRS as part of the annual earnings for the calendar year in which the payment is made.
- (d) Payments shall be subject to all statutory deductions (including Federal Income Tax, State Income Tax, Medicare Tax, FICA).

Section 13.8: By its nature, personal /sick leave is intended for short-notice absences. However, employees are requested to make such requests as far in advance as possible.

Section 13.9: Employees with an absence from work for three (3) consecutive shifts due to illness may be required to provide documentation from a physician indicating that the employee is able to return to duty.

Section 13.10: In the event an employee requests paid time off (vacation/personal/sick leave) on a date that is denied by the Fire Chief/Assistant Chief and then subsequently “calls in sick” on that date, the employee will be required to provide written documentation from a physician verifying that the employee was indeed suffering from an acute illness/injury which prohibited him or her from working. If the employee fails, or is otherwise unable, to provide such documentation, the employee shall be considered a “no show” (unexcused absence) for the scheduled shift and will be subject to disciplinary action. In addition, the employee will not be permitted to use paid time off (personal/sick or vacation) for those hours absent without permission or documentation.

Section 13.11: Upon resignation or termination of full-time employment, full-time employees will be paid for all accumulated and unused personal/sick leave at his/her regular straight time hourly rate at the time of termination.

Article 14 - Vacation

Section 14.1: As a benefit of employment, the Employer shall provide paid vacation time off for all full-time employees following successful completion of the first year on the job.

Section 14.2: Vacation hours are intended for pre-planned absences for 12 or more hour increments. However, vacation time may be used for short-notice full and/or partial shift absences if the employee has exhausted all accumulated Personal Day. Employees are provided vacation time at the beginning of their respective date of hire according to the following schedule:

UNDER 1 YEAR	1-4 YEARS	5-9 YEARS	10-14 YEARS	15-19 YEARS	20+ YEARS
0	60 Hours	84 Hours	108 Hours	132 Hours	156 hours

Section 14.3: Vacation time may not be used until it’s earned.

Section 14.4: Vacation time shall count as hours worked in the computation of overtime.

Section 14.5: Unused vacation time at the end of the anniversary date of hire cannot be carried to subsequent years. In March of every year, employees will receive payment of all of their unused vacation time subject to the following conditions:

- (a) Payment will be made in a separate payroll check in the last pay period the fiscal year.

- (b) Accumulated hours shall be paid at the employee's regular, straight time hourly rate as of the end of the fiscal year in which the payment is being made.
- (c) Payments will be reported to the IRS as part of the annual earnings for the calendar year in which the payment is made.
- (d) Payments shall be subject to all statutory deductions (including Federal Income Tax, State Income Tax, Medicare Tax, FICA).

Section 14.5: Vacation time requests should be made to the Fire Chief/Assistant Chief no less than two (2) weeks prior to the requested time off. Approval of vacation requests is dependent upon ability to provide adequate staffing coverage for the requested absence. Vacation requests may be denied by the Fire Chief/Assistant Chief, but only with demonstrated inability to provide adequate staffing/coverage.

Section 14.6: Upon resignation or termination of full-time employment, all full time employees will be paid for all accumulated or unused vacation time at his or her regular straight time hourly rate at the time of termination.

Article 15 - Bereavement Leave

Section 15.1: A leave of absence shall be granted for up to three (3) shifts immediately following the date of death in the employee's immediate family. If out-of-state travel is necessary, the leave may be extended to five (5) shifts, upon approval of the Fire Chief. Employees will be paid at their regular rate for all time lost from their work schedule during the period of the funeral leave. None of these days shall be deducted from the employee's unused sick leave or other benefit time. Bereavement leave will count as hours worked in the computation of overtime. Immediate family shall include: Current spouse, Fiancée or significant other, children, step-children, father, step-father, mother, step-mother, sister, step-sister, brother, step-brother, grandchildren, grandparents, mother in-law and father in-law.

Section 15.2: An employee shall be granted one (1) unpaid shift off to attend the funeral of the following: sister in-law, brother in-law, son in-law, daughter in-law, aunt, uncle, niece and nephew.

Section 15.3: In the event additional time off from work is needed, employees may use accumulated sick and/or vacation paid time off.

Article 16 - Holidays

Section 16.1: The following shall be recognized holidays for full-time employees:

New Years Day

Labor Day

Easter Sunday

Thanksgiving Day

Memorial Day

Christmas Eve Day

Fourth of July

Christmas Day

Section 16.2: Holiday benefits will be applicable to beginning at 6:00 a.m. on the day the holiday is observed nationally and continue for 24 consecutive hours until 6:00 a.m. on the following day.

Section 16.3: Employees who work on a recognized holiday will be paid time and a half (1 ½) for all hours worked on that holiday.

Section 16.4: Employees who work overtime on a recognized holiday will be paid double time for all overtime hours worked on that holiday.

Article 17 - Hospitalization Insurance.

Section 17.1: Employer agrees to provide health care insurance plus dental to employees similar in coverage and cost to the current BCBS plan in place.

Section 17.2: Employees shall contribute 20% of the premium cost for the level of insurance coverage selected by the employee (2012 example: Single 355.38; Married 852.89; Family 1,066.13).

Section 17.3: The Union shall be involved in choosing subsequent plans.

Section 17.4: Due to uncertainty of future availability and cost of the current level of health insurance, the specific amounts are subject to change in the sole discretion of the Employer.

Article 18 – Retirement & Disability

Section 18.1: The Employer will provide a Simple IRA. The employer will contribute three percent (3%) and the employee may contribute up to IRS maximums.

Section 18.2: The Employer will provide each employee with a term life insurance / disability policy as stated in Appendix B.

Article 19 - Savings Clause

Should any part hereof or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court competent jurisdiction such invalidation of such part

or portion of this Agreement shall not invalidate the remaining portions thereof, and remaining parts or portions remain in full force and effect.

Article 20 - Personal Records

In order to give the Employee notice and an opportunity to be informed and for possible refutation, the Fire Chief shall provide the Employee and the Union with a copy of any non-routine material which is being placed in the Employee's personnel file. Non-routine material shall include written documentation of oral reprimands, Employee notices, letters of commendation or any other material that is not generally associated with day-to-day administrative maintenance requirements. Upon 3 working days written notice, all Employees shall be able to view their personnel, department, training or medical file during normal offices hours. The 3 working days will be extended to 10 working days if the Fire Chief is absent.

Article 21 - Court Appearances

Employees subpoenaed to appear in court and/or provide deposition arising from a work-related matter will receive paid leave from scheduled duty and/or payment for all non-duty hours involved. Employees will receive their regular hourly wage for all hours required to be in court and/or required to complete the deposition including reasonable travel time. In addition, the employee will receive mileage according to the current IRS rate. All hours will be considered as hours worked for the computation of overtime.

Article 22 - Military Leave

Section 22.1: Leaves of absence shall be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations. Applications for leaves of absence for such purpose must be made as soon as possible after the employee's receipt of his orders.

Section 22.2: A full-time employee who enters the military service of the United States by draft or enlistment shall be granted a leave of absence for that purpose and at the conclusion of such leave of absence shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act and/or any other applicable laws then effective.

Article 23 - Physical Fitness

Section 23.1: The Union and the Board agree that it is in the mutual interest of the Board and the employee that all firefighters maintain their physical condition.

Section 23.2: The department will provide an annual physical for each employee.

Section 23.3: The department will allow each employee a one hour time period to work out each shift.

Section 23.4: The Union shall be involved in developing the department physical fitness plan.

Article 24 - Duration

Term of Contract. This Agreement shall continue in full force and effect without change until midnight (Eastern Daylight Time), December 31, 2014. See Article 8.

Article 25 - Wages

Wages and Classifications. Attached as Appendix A is a schedule of salary rates for all classifications included within the bargaining unit.

In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized representatives this 21 day of Jan., 2014.

Solon-Centerville Fire Board

Cedar Professional Firefighters L-4953

Leonard Tolenski

Jill

James C. Sautner

KB

David Wurm

Shirley S. Mikowski

Appendix A – Wage Scale

Classifications, Rates of Pay.

New employees shall serve a probationary period of six (6) months before they shall be placed on a full-time status basis. The Employer shall decide by the end of the probationary period concerning the employment status of each new hire. Probationary employees shall not be covered by any provision of this agreement including any rights therein.

The following wage rates shall apply:

JOB CLASS	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR
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FIREFIGHTER/EMTB

Hour	\$12.00	\$12.75	\$13.00	\$13.75	\$15.00	\$16.00
Base Annual	\$29,952	\$31,824	32,448	\$34,320	\$37,440	39,936