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**AGREEMENT**

**BETWEEN**

**CITY OF BEDFORD HEIGHTS**

**AND**

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL NO. 1497**

**Effective January 1, 2011 through December 31, 2013**

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**ARTICLE I**

**PURPOSE**

**Section 1.** This Agreement is entered into between the City of Bedford Heights, Ohio (hereinafter referred to as the "City") and the International Association of Fire Fighters, Local 1497, AFL-CIO (hereinafter referred to as the "Union").

**Section 2.** This Agreement is designed to provide a fair and reasonable method by which employees covered by this Agreement can participate through their exclusive bargaining agent in the establishment of wages, hours, terms and conditions of their employment and to establish an orderly procedure for the resolution of differences between the City and the members of the bargaining unit.

**ARTICLE II**

**RECOGNITION**

**Section 1.** For the duration of this Agreement, the City recognizes the Union as the sole and exclusive collective bargaining representative of the employees covered by this Agreement.

**Section 2.** The members of such bargaining unit are all full-time Fire Cadets, Fire Fighters, Fire Fighter Paramedics, Lieutenants and Captains in the City's Fire Department.

**Section 3.** The categories of employees excluded from the bargaining unit are the Fire Chief, the Assistant Chief and professionals as defined by Ohio Revised Code §4117, et. seq., and all other full-time and part-time employees of the City.

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**ARTICLE III**

**UNION MEMBERSHIP, MEETINGS AND DUES**

**Section 1.** The City agrees to deduct from each payroll, dues, fees and assessments in an amount certified to be current by the Secretary/Treasurer of the Local Union, from the pay of those employees who individually authorize in writing that such deductions be made. The total amount of deductions shall be remitted within fourteen (14) days of the deduction by the Employer to the Secretary/Treasurer of the Union in the full amount deducted.

**Section 2.** The City agrees to require each new employee into the Fire Department, who is not a member of the Union, as a condition of employment, to pay to the Union by way of payroll deduction a Fair Share Fee as determined by the Secretary/Treasurer of the Union but not to exceed the initiation fees, dues and/or assessments paid by the Union members.

**Section 3.** Any individual employee who objects to joining or financially supporting the Union, based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member, and has historically held such objection, and is tax exempt, will be required to inform the City and the Union of his objection. The employee will meet with representatives of the Union and establish a satisfactory arrangement for distribution of a monetary contribution equivalent to union dues, initiation fees and assessments to a non-religious charity. The employee shall furnish written proof to the City and the Union that this has been done.

**Section 4.** There shall be no discrimination, interference, restraint or coercion by the City against any employee for his/her activity on behalf of, or membership in, the Union. Membership in the Union is not compulsory. Members of the bargaining unit have the right to

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join or not to join the Union as each may decide. Neither party shall coerce or discriminate against an employee in this regard.

**Section 5.** The Union hereby agrees to hold the City harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

**Section 6.** The City shall not interfere with or prevent a meeting of any of the members and their representatives on City property for Union business and such meeting time and place shall be presented to the Chief in advance, for approval, which approval shall not be unreasonably withheld.

**Section 7.** Upon reasonable advance notice, the President, Vice President and/or designee representing the Union shall be granted up to 312 hours during the term of the agreement to perform their Union functions including, but not limited to, attendance at regular and special meetings, conventions, seminars, conferences, legal proceedings, official Union business and activities related to grievance procedures without loss of pay, providing verification in advance to the Chief by the Union President, and provided further that no overtime or additional cost is required to be paid by the City for this accommodation, unless approved in advance by the Chief. If a trade is needed due to manpower shortage to allow a Union officer Union Leave, the person working the trade of time will receive the Union Leave time off when manpower permits.

**Section 8.** Members of the Union Contract Committee, which shall not exceed four (4), elected or appointed by the Union shall have authorized leave from duty for all meetings that are arranged by the City and the Union, without loss of pay.

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**ARTICLE IV**  
**NON-DISCRIMINATION**

Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practice acts and other similar constitutional and statutory requirements. Therefore, both the City and the Union hereby reaffirm their obligations not to discriminate, in any manner, relating to employment on the basis of race, color, creed, national origin, sex or age. The male pronoun or adjective, where used herein, refers to the female also, unless otherwise indicated.

**ARTICLE V**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited by explicit provisions of this Agreement, the City reserves and retains, solely, exclusively and without recourse to negotiations, all rights, powers and authority, including the right to determine and fulfill the mission of the Division of Fire of the Department of Public Safety, determine staffing policy, and in all other respects to plan, manage, evaluate, administer, govern, control, and direct its personnel and operations. Such exclusive rights include, but are not limited to, the following:

- (a) To determine matters of inherent managerial policies which include policy areas of discretion such as the functions and programs of the City, standards of service, overall budget, utilization of technology and organizational structure;
- (b) To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance (the City shall supply these in printed form to the Union and each employee, and any changes shall be communicated in advance to the Officers of the Union);
- (c) To determine the size, composition and adequacy of the workforce;
- (d) To establish and determine job qualifications and duties and to establish the education and training requirements for the Department;

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- (e) To establish or modify job classifications;
- (f) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend and discharge employees for just cause;
- (g) To lay off employees;
- (h) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (i) To determine location of facilities and to introduce new and/or improved equipment and methods;
- (j) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;
- (k) To do all things appropriate and incidental to any of its rights, powers, prerogatives, responsibilities and authority, and in all respects to carry out the ordinary and customary functions of the administration.

## **ARTICLE VI**

### **HOURS OF WORK AND OVERTIME**

**Section 1.** Members of the Fire Department assigned to fire suppression shall work a three-platoon schedule of 24 hours on and 48 hours off. The 24-hour shift shall commence at 0800 and continue until 0800 the following day.

**Section 2.** The regular rate of pay shall be determined by dividing the annual salary by annual hours.

**Section 3.** Members of the Fire Department assigned to fire suppression shall work on a 49.8-hour per week schedule on a 27-day cycle with a day off every cycle. Any hours worked in excess of 192 hours in a 27-day period shall be paid at 1-1/2 times the regular rate of pay.

**Section 4.** (a) The maximum hours employees may bank in their compensation time bank shall be 200 hours. All overtime worked after an employee's compensation time bank

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reaches 200 hours must be paid in cash in compliance with this agreement and the Fair Labor Standards Act. However, any employee who currently has in excess of 200 hours in compensatory time shall retain that amount.

(b) A member may use compensatory time for personal or emergency time off, provided such time off does not cause overtime. Members will follow standard procedure, including an affidavit, for such time off.

**Section 5.** All assigned overtime must be worked.

**Section 6. Reporting and Call-back Pay.** When a member of the Fire Department is called in for duty, he is entitled to compensation at his overtime rate of pay for all hours worked, but shall not receive less than four (4) hours of pay.

**Section 7. Court Appearances.**

Members of the Fire Department required to appear in court on behalf of the City while off duty, shall be compensated at a rate of one and one-half (1-1/2) times their regular hourly pay for all hours spent in court with a minimum of four (4) hours. Any reimbursement that the Fire Fighter is entitled to shall be turned into the City for proper payment.

**Section 8. Trading Shifts.** Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department.

**Section 9. Meal Hour.** Each on-duty member shall receive two (2) hours "short leave" on Christmas, Thanksgiving and Easter upon approval of the Fire Chief.

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**ARTICLE VII**

**SALARIES AND OTHER COMPENSATION**

**Section 1. Annual Base Pay.** The regular duty hours of employees covered by this Agreement shall be compensated based on rank at the following annual/hourly (2,590 hours annually) rate of pay, which shall be known as "Base Pay."

**ANNUAL BASE PAY**

<b><u>RANK (Classification)</u></b>	Effective <u>1/1/11</u> (+1%)	Effective <u>1/1/12</u> (+1%)	Effective <u>1/1/13</u> (+1.25%)
Fire Fighter 4 <sup>th</sup> Grade (0 - 12 months)	\$37,597 \$14.52/hr.	\$37,973 \$14.66/hr.	\$38,448 \$14.85/hr.
Fire Fighter 3 <sup>rd</sup> Grade (13 - 24 months)	\$47,063 \$18.17/hr.	\$47,534 \$18.35/hr.	\$48,128 \$18.58/hr.
Fire Fighters 2 <sup>nd</sup> Grade (25-36 months)	\$55,605 \$21.47/hr.	\$56,161 \$21.68/hr.	\$56,863 \$21.96/hr.
Fire Fighters 1 <sup>st</sup> Grade (37+ months)	\$66,378 \$25.63/hr.	\$67,042 \$25.89/hr.	\$67,880 \$26.21/hr.
Lieutenant	\$71,290 \$27.52/hr.	\$72,003 \$27.80/hr.	\$72,903 \$28.15/hr.
Captain	\$76,342 \$29.48/hr.	\$77,105 \$29.77/hr.	\$78,069 \$30.14/hr.

**Section 2. Adjustment for Longevity.** Every fire employee's base pay shall be increased from and after the completion of three (3) years of continuous employment and service by the following percentages:

<u>Years of Service</u>	<u>Percentage</u>
First through third	0
Fourth and fifth	2
Sixth and seventh	2-1/2
Eighth and ninth	3
Tenth and eleventh	3-1/2
Twelfth and thirteenth	4
Fourteenth and fifteenth	4-1/2
Sixteenth and seventeenth	5
Eighteenth and nineteenth	5-1/2
Twentieth and twenty-first	6
Twenty-second and twenty-third	6-1/2
Twenty-fourth and over	7

Effective January 1, 2011, the maximum amount provided shall be no more than \$4,000.00 per year.

Effective January 1, 2012, the maximum amount provided shall be no more than \$4,000.00 per year.

Effective January 1, 2013, the maximum amount provided shall be no more than \$4,000.00 per year.

This adjustment shall be completed based on the original date of hire or appointment of the fire department employee and shall be applied to the first full pay period following the anniversary date of employment. No pay other than base pay shall be adjusted for longevity.

**Section 3.** **Pension.** The City will make a contribution to the Police and Fire Pension Fund of 24% or as required by state law. The City will provide a "pension pick-up" pursuant to Ordinance 157.26 for impacted employees on the same basis as all other employees who work for the City and upon approval from the Internal Revenue Service.

**Section 4.** **Number of Pays.** Members of the bargaining unit are to be paid every two (2) weeks, on Friday, except in cases of emergency.

**Section 5.** **Acting Officer Pay.** Any employee serving in the capacity of Captain shall be paid the rate of pay for the position on an hour-for-hour basis. Record keeping shall be maintained by the Fire Department and approved by the Chief, or his designee, and shall be

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turned over to the Finance Department on a monthly basis. Employees will be paid only for completion of twenty-four (24) hours as Acting Captains.

**Section 6. Squad Pay.** All members who are assigned to the main Rescue Squad shall be compensated an additional \$40.00 per tour (not to be pro-rated to less than \$20.00 per half tour) for each tour served on the Squad.

All members who are assigned to the second Rescue Squad shall be compensated an additional \$15.00 per tour. However, if the second Rescue Squad is dispatched to the medical emergency alarm, then the members assigned shall be compensated at \$40.00 per tour. In no event shall a member receive more than \$40.00 per day.

**Section 7. EMT Pay.** All members certified as Emergency Medical Technicians (E.M.T.) shall be paid Four Hundred Dollars (\$400.00) on April 15<sup>th</sup> of each year.

**ARTICLE VIII**

**VACATIONS - HOLIDAYS**

**Section 1.** Each member of the Fire Department shall be eligible for vacation leave with pay after one (1) year of service with the Employer. Vacation time shall be earned annually as follows:

After one (1) year continuous service .....	2 weeks
After six (6) years' continuous service .....	3 weeks
After twelve (12) years' continuous service .....	4 weeks
After seventeen (17) years' continuous service .....	5 weeks

**Section 2.** Vacation time must be used prior to December 31 of the year in which it is earned. After the first twelve (12) months of service, vacation leave shall accrue on a calendar (January 1 to December 31) basis. Two fire fighters per shift shall be allowed off on vacation. In case of emergency or unusual circumstances upon the approval of the Council, a member may

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have the choice of accepting compensation at premium overtime pay, adding unused weeks to the next year's vacation time or rescheduling the current calendar year.

**Section 3.** For purposes of this Article, length of service shall be determined by the date of hire or date of appointment or election and qualification for office of each employee. No vacation credit shall be given to any employee hired by the City who has previously accumulated vacation time due from another public employer.

**Section 4.** The vacation period selected by each employee must be approved by his immediate superior and by the Fire Chief or his designee. Rank, then seniority, shall be given preference in selecting the vacation times and in making up the vacation list for the employees in the Fire Department.

**Section 5. Holidays.** Each member shall be entitled to twelve and one-half (12-1/2) tours of duty off for the following holidays: New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, one and one-half (1-1/2) Personal Days and Martin Luther King Day. Commencing January 1, 2012, each member shall be entitled to thirteen (13) tours of duty off for the above-stated holidays.

Holiday selection shall be in accordance with existing department practices. Employees who are required to work on a holiday shall be paid one and one-half (1-1/2) times their regular rate of pay.

## **ARTICLE IX**

### **HOSPITALIZATION AND LIFE INSURANCE**

**Section 1.** (a) The City will make available group insurance benefits including health and vision in accordance with attached Exhibit "A" or equivalent benefits provided by another carrier. All employees shall contribute eight percent (8%) of the premium for family

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health insurance and eight percent (8%) of the premium for single health insurance. However, employee contributions shall not exceed ninety dollars (\$90.00) per month.

The City shall create a Section 125 plan, which will permit the City to make the contributions on a pre-tax basis.

(b) Newly-hired employees will be provided group insurance benefits upon completion of their insurance enrollment period or a period of three (3) months of continuous active service, whichever comes first.

(c) The City will provide dental insurance in accordance with attached Exhibit "B".

(d) The City shall provide prescription benefits in accordance with attached Exhibit "C".

**Section 2.** Any employee who elects to be covered under a spouse's hospitalization, dental, vision and pharmacy plan shall be paid \$125 monthly by the City.

**Section 3. Labor-Management Committee.** The parties shall form a labor-management committee to review as necessary alternative health insurance plans and coverages for future years.

**Section 4. Life Insurance.** The City shall provide a term life insurance policy, with a face value of \$20,000.00, to each employee. An employee, at his/her own cost, may request an additional 20,000.00 of life insurance coverage, provided the employee authorizes a payroll deduction to cover the premium of the additional life insurance coverage.

## **ARTICLE X**

### **LEAVES OF ABSENCE**

**Section 1. Sick Leave.** Each full-time member of the bargaining unit shall be entitled to thirteen (13) hours of sick leave for each month of service. Employees may use sick

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leave, upon approval of the Chief or his designee, for absence due to illness, injury, exposure to a contagious disease that could be communicated to other employees, illness in the employee's immediate family, or for unscheduled emergency absences not to exceed twenty-four (24) hours in any one (1) year. Unused sick leave shall be cumulative without limit for sick leave purposes. The previously accumulated sick leave of an employee who has been separated from the public service of the municipality may be placed to his credit upon his re-employment by the City, upon approval by the Mayor.

When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence from previously scheduled work.

The Mayor or other responsible administrative officer shall require the employee to furnish a qualified affidavit that his absence was caused by illness due to any of the causes mentioned in this section, if such absence was in excess of three (3) days or for a lesser period of time, if the Mayor or such officer feels that such affidavit is necessary to prevent abuse of the provisions of this section.

The City reserves the right to require each employee applying for sick leave to be examined by a doctor named by the City to ascertain the nature and extent of illness claimed.

**Section 2. Deduction of Sick Leave Pay.** Request for proof of illness or injury or requirement for examination by the City doctor shall not be done in a capricious or arbitrary manner and members of the Union reserve the right to file a grievance.

**Section 3. Sick Leave Conversion.** A member with ten years of service who resigns, retires, is laid off, dismissed or upon his death, his estate will be paid in cash at the rate of one-half (½) of his accumulated, but unused, sick leave credit to a maximum benefit accrual

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of three thousand three hundred (3,300) sick leave hours. The maximum payment (1,650 hours) will be based on a 49.8-hour workweek (2,590 hours) at the time of retirement or death.

Each Fire Fighter with twenty (20) or more years of service shall be entitled to withdraw pay from his/her accumulated sick time provided, however, that such request for early withdrawal is made in writing to the Director of Finance in January of each year on a form to be provided by the City. The dispersion of funds shall be made according to seniority at the time of request. All money will be paid out by June 30 of every year. The maximum withdrawal permitted shall be Ten Thousand Dollars (\$10,000.00) per year by any eligible employee. However, additional withdrawals may be approved by the Director of Finance.

Early withdrawal compensation of sick time will be computed on the basis of the employee's hourly rate, based on his/her base pay, at time of approval. This in no way changes the accumulation rate as described in Article X, Section 1 and Section 3.

**Section 4. Funeral Leave.** When death occurs in an employee's immediate family (i.e., spouse, child, parent, grandparent and parent-in-law, brother and sister-in-law, brother, sister and spouse's grandparent), an employee will be excused for up to one 24-hour consecutive period (or for such fewer time as the employee may be absent) on which he otherwise would have worked and provided he attends the funeral service or memorial service in lieu of the funeral service. Such payment will be at the employee's normal rate. Payment under this provision will not be made if it duplicates payment received for any other reason.

If additional time is needed, the employee, upon request and approval, may apply sick days unless circumstances preclude such application, at which time the employee and Chief may agree to another method.

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Permission to attend any funeral service for individuals not defined herein may be requested by a Fire Fighter pursuant to permission of the Fire Chief.

**Section 5. Line of Duty Injury Leave.** An employee who is disabled as a result of the performance of duties as a full-time employee of the City (including training), if such disability prevents them from performing duties as such municipal employee, shall be paid their monthly salary during the continuance of such disability, but for a period not to exceed 180 calendar days from the date that such disability was incurred less, however, any sums paid as benefits to such disabled municipal employee by any pension fund established by the City and the Workmen's Compensation Fund of the State subject, however, to the following conditions and provisions:

(a) A certificate of the attending physician or surgeon certifying to the disability and the cause thereof shall be filed with the City within ten days of the date of injury. The City shall have the right to designate a physician and/or surgeon at any time to examine the applicant at any time during such disability and shall have access to and copies of all medical, hospital and x-ray reports connected therewith furnished upon request.

(b) In the event a disagreement as to the nature of such disability arises between the attending physician and the examining physician for the City, such two physicians shall, upon written request of either party, name a third physician and/or surgeon who shall, within ten (10) days thereafter, make an examination and report his/her findings and opinion to the City and the claimant, and whose report shall be final. Each party shall pay one-half (1/2) of such examination expense.

(c) Should the attending physician and the examining physician of the City be unable to agree upon a third physician, then The President of the Academy of Medicine of the City of

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Cleveland shall be requested to name such third physician, whose opinion shall be acted upon and whose services shall be paid for as set forth in the foregoing subsection.

(d) As a condition precedent to receiving the benefits provided for in this section, the employee shall assign to the City that portion of their cause of action against any third party or parties responsible for the disability in the amount of the payments made by the City pursuant to this section.

(e) Line of duty injury leave shall not reduce an employee's accumulated sick time.

**Section 6. Military Leave.** Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

**Section 7. Jury Duty.** An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served, providing that the jury duty fees paid to the employee by the court shall be returned to the City.

**Section 8. Unpaid Personal Leave.** Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Director of Public Safety.

**Section 9. Paternity Leave.** Employees shall be granted a one (1) day leave of absence for the birth of a child.

## **ARTICLE XI**

### **CLOTHING ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE**

**Section 1. Clothing Allowance.** Each member of the Division of Fire regardless of rank, shall receive, in addition to his regular compensation, an annual allowance toward the purchase of regularly prescribed uniform clothing, including blouse, trousers, cap, shirts to which insignia required by regulation are permanently attached and cannot be ordinarily worn in

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civilian use as a result thereof, dress uniform shoes, work shoes, sweatshirts, work trousers and coveralls. Such allowance shall be a maximum of Four Hundred Seventy-five Dollars (\$475.00) in any twelve-month period, except that the maximum allowance for all new appointees during their first year of service shall be in such amount as is approved by the Safety Director to provide sufficient adequate uniforms and equipment. All such uniforms shall be purchased by the employee who shall present to the Fire Chief or his designee a proper receipt of such expenditures. The uniform allowance shall be paid by check issued to the employee and distributed to the Fire Chief or his designee in the amount of Two Hundred Thirty-seven and 50/100 Dollars (\$237.50) on April 15, and Two Hundred Thirty-seven and 50/100 Dollars (\$237.50) on October 15 of each year. Distribution of the checks shall be made by the Fire Chief or his designee to the employees upon presentation to the Fire Chief or his designee of the above-required receipts. The Chief or his designee shall collect all such receipts and forward them to the Director of Finance.

Effective January 1, 2011, each full-time member of the Division of Fire shall, in addition to the above, receive an annual allowance of Six Hundred Seventy-five Dollars (\$675.00) for cleaning of such uniforms. Effective January 1, 2012, each full-time member of the Division of Fire shall receive an annual allowance of Six Hundred Seventy-five Dollars (\$675.00) for cleaning of such uniforms. Effective January 1, 2013, each full-time member of the Division of Fire shall receive an annual allowance of Six Hundred Seventy-five Dollars (\$675.00) for cleaning of such uniforms. The maintenance allowance shall be paid by check issued to the employee and distributed by the Fire Chief or his designee, and shall be paid in two equal installments on April 15 and October 15 of each year.

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**Section 2.** Any Fire Fighter, incurring damage or destruction to any personal fire equipment, clothing or gear, in the performance of his official duty, shall be entitled to reimbursement from the City upon presentation of a claim to the Fire Chief, with satisfactory proof thereof.

**Section 3. Reimbursement of Clothing Allowance.** Should an employee's employment be terminated (voluntarily) within one (1) year of the date of hire, the employee may be required to reimburse the City an amount equal to the clothing allowance he received, or return all issued uniform and turnout equipment to the City.

## **ARTICLE XII**

### **SENIORITY**

**Section 1.** Seniority for a full-time employee shall be that employee's length of continuous service with the City. For the purpose of calculating length of service, the date of an employee's service shall be counted from his most recent date of hire. An employee shall have no seniority during his probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

- (a) Quits or resigns;
- (b) Is discharged;
- (c) Is laid off more than one (1) year;
- (d) Is absent without notice for five (5) consecutive duty days;
- (e) Fails to report for work when recalled from layoff within three (3) work days from the date on which the City sends or delivers the employee notice (to such employee's last known address as shown on the City's records).

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**Section 3. Probationary Period.**

(a) All new employees shall be considered to be on probation for a period of twelve (12) months from the date of employment. If the conduct, capacity, fitness or aptitude of a probationary employee is unsatisfactory, he may be discharged at the sole discretion of the appointing authority at any time. Such employee shall not be subject to the grievance procedure.

(b) If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and subject to the above probationary provisions.

**Section 4.** For the term of this agreement, in the case of a personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in order of their seniority, regardless of their classification or position. No new employee shall be hired until laid-off employees have been given ample opportunity to return to work.

**ARTICLE XIII**

**GRIEVANCE PROCEDURE**

**Section 1.** It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound relations between the employees and the City. The prompt and fair disposition of grievances involves important obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Accordingly, every employee shall have the right to present his grievance in accordance with the procedures herein, free from any interference, coercion, restraint, discrimination or reprisal.

**Section 2.** A "grievance" shall be defined as a dispute or controversy arising from the misapplication or misrepresentation of the specific and express written provisions of this

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Agreement and disputes arising out of any disagreement pertaining to wages, discrimination, promotions or working conditions.

**Section 3. Definitions:**

- (a) Aggrieved Party. The "aggrieved party" shall be defined as only an employee or group of employees within the bargaining unit actually filing the grievance.
- (b) Party in Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- (c) Day. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

**Section 4.** If a grievance affects a group of employees associated with an Employer-wide controversy or is of an emergency nature, it may be submitted at Step 2.

**Section 5.** An employee who is suspended, reduced in pay or grade, or terminated for cause may appeal such decision under the grievance procedure.

**Section 6.** The preparation and processing of grievances shall be conducted during the non-working hours, except as provided herein.

**Section 7.** Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration having said matter informally adjusted without intervention with the terms of this Agreement. In the event that any grievance is adjusted without informal intervention, pursuant to this procedure, or such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the City in future proceedings.

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**Section 8.** The existence of this grievance procedure shall not be deemed to require any employee to pursue the remedies herein and shall not impair or limit the right of any employee to pursue any other remedies. If an employee pursues other remedies not provided herein, he is deemed to automatically waive and forfeit the remedies provided by this grievance procedure.

**Section 9.** Time limits provided herein will be strictly adhered to. Any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the City fails to reply within a specified time limit, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.

**Section 10.** This procedure shall not be used for the purpose of adding to, subtracting from or altering in any way any of the provisions of this Agreement.

**Step 1:** An employee may present his grievance orally or in writing to the Assistant Chief, or his designee, through the Union representative or personally within ten (10) days of the event giving rise to the grievance. The Assistant Chief, or his designee, shall attempt to adjust the matter in a meeting between the Union representative, the aggrieved and himself. If the grievance is presented orally and the Assistant Chief's, or his designee's, disposition is not satisfactory, the matter shall be reduced to writing on the forms provided by the Union. When the grievance is reduced to writing, there should be set forth in the same space provided all of the following:

- (a) A statement of the grievance clearly indicating the question raised by the grievant;
- (b) Remedy or correction which is desired;

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- (c) A section or sections of the Agreement, if any, relied upon or claimed to have been violated; and
- (d) The date the grievance occurred.

The Assistant Chief, or his designee, shall give his answer in writing within five (5) days. In the event the grievance is not satisfactorily settled in Step 1, the aggrieved party may appeal in writing to Step 2 within five (5) days of receipt of the Assistant Chief's, or his designee's, disposition.

**Step 2:** Within ten (10) days of appeal to Step 2, there shall be a meeting between the employee, the Union representative and the Chief, at which time the grievance shall be discussed. The Chief shall render a disposition in writing within ten (10) days following the meeting.

**Step 3:** If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the Chief's decision. A copy of the Chief's decision shall be submitted with the appeal. The Mayor or her/his designee shall convene a hearing within ten (10) days of receipt of the written appeal. The hearing will be held with the aggrieved party and his Union representative. Either party may, if they so desire, produce witnesses if necessary to provide information to the rendering of a proper decision. The Mayor or her/his designee shall issue a written decision to the Union's representative with a copy to the employee within twenty (20) days from the date of the hearing.

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**ARTICLE XIV**

**ARBITRATION**

**Section 1.** In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by default of the City, then within ten (10) days after the rendering of the decision at Step 3 or a default by the City at Step 3, the Union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such agreement is not reached, either party may request a panel of arbitrators from the American Arbitration Association and arbitrators' names be stricken alternately until one name remains, who shall be designated the arbitrator to hear the grievance in question.

**Section 2.** The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make an award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any terms and conditions of this Agreement.

**Section 3.** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days, except by the mutual written agreement of the parties.

**Section 4.** The hearing(s) shall be conducted pursuant to the Rules of Voluntary Arbitration of American Arbitration Association.

**Section 5.** The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be shared by the parties. Neither party shall be responsible for any of the expenses incurred by the other party.

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**Section 6.** The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

**Section 7.** The Union agrees to indemnify and hold the City harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit in the exercise of his rights in this procedure.

## **ARTICLE XV**

### **NO STRIKE/NO LOCKOUT**

**Section 1.** The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind and any operation of the City.

**Section 2.** Any employee who violates Section 1 of this article shall, at the discretion of the City, be subject to discharge or other disciplinary action by the City.

**Section 3.** The Union shall, at all times, cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1 of this article. In the event any violation of Section 1 of this article occurs, the Union shall immediately notify all employees that the strike, job action, concerted sick leave, slowdown, picketing, work stoppage or other interference at any operations of the City are prohibited and are not in any way sanctioned or approved by the Union. Furthermore, the Union shall also immediately advise all employees to return to work at once.

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**Section 4.** The City shall not lock out any employees for the duration of this agreement.

**ARTICLE XVI**

**PARAMEDIC MANNING**

**Section 1.** There shall be a minimum of one (1) paramedic on the squad every shift. In order to achieve the minimum, the paramedic shall not be hindered from choosing normal vacation, holiday and other time off.

**Section 2.** Paramedics to be maintained in compliance with Ordinance 86-76.

**Section 3.** If, by vacation, holiday or illness there is not a paramedic on duty, one will be held over at the rate of time and one-half (1-1/2) to fulfill the requirement.

**Section 4.** The parties agree that effective January 1, 1996, paramedics may cease performing paramedic duties when the number of paramedics reaches eighteen (18) in the Department. At that time, the paramedic with the most seniority shall be given the first opportunity to be able to discontinue his paramedic card. Provided that this procedure will not result routinely in an overtime situation. This process shall continue by earliest date of seniority until one member is able to stop functioning as a paramedic. This procedure will happen every time that there are eighteen (18) paramedics in the Department. However, this process shall have no bearing on the status of EMT cards, which will be maintained in accordance with Departmental policy. Provided, however, that once a paramedic becomes re-certified, he will not be eligible to drop his card until his certification expires.

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**ARTICLE XVII**  
**PHYSICAL EXAMINATIONS**

The City may require employees of the Division of Fire to submit to a complete physical examination and a complete stress test based upon a schedule as devised exclusively by the contracted physician who is to perform the examination. All employees shall submit to a physical no more than once a year. This examination shall only be related to the ability of the employee to perform his/her job. Each employee shall authorize the physician to submit a written report of the examination findings relative to the ability of the employee to perform his/her job to the Fire Chief.

If an employee is found to be unable to perform his/her duty, the employee may elect to receive a second opinion from a physician of his/her choice, at his/her own expense. This provision shall not be used in a discretionary manner.

**ARTICLE XVIII**  
**COMPENSATION AT RESIGNATION, DISMISSAL,**  
**RETIREMENT OR LAYOFF**

**Section 1.** **Termination of Benefits.** Upon retirement, all vacation and/or holiday credits which would have been credited to the employee during that year shall be paid to the employee regardless of when he retires in that year.

**Section 2.** An employee who resigns, retires, is laid off, dismissed or upon death, is eligible and shall be compensated accordingly for all his accumulated overtime, compensatory time, holiday time, vacation time, longevity pay, at the time of leaving the City, and any other pay normally received in the course of his employment, which will include his pro rata pay due for the current year at his current rate of pay. All payments to be made within thirty (30) calendar days of his last date of employment.

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**Section 3.** Sick time will be disbursed in accordance with Article X.

**ARTICLE XIX**

**MISCELLANEOUS**

**Section 1.** (a) **Reimbursement of Training Expenses.** If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will reimburse the City for the cost to the City of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City.

(b) Any new training, schooling, classification or position will be offered to all existing members before any new members are hired for said purpose.

(c) Tuition shall be paid for fire and/or medical related schooling and/or training if approved by the Chief.

**Section 2.** **Locker Facilities.** The City shall provide locker facilities for all employees.

**Section 3.** **Gender.** Whenever a male gender is used in this Agreement, it shall be construed to include male and female members of the Department.

**Section 4.** **Bulletin Board Space.** The City shall provide six square feet of space on bulletin boards for the use of the Union in the firehouse at convenient locations accessible to all employees.

**Section 5.** **Appendices and Amendments.** All appendices and amendments of this Agreement shall be numbered, dated and signed by the responsible parties and shall be subject to all the provisions of this Agreement.

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**Section 6. Labor-Management Committee.** There shall be a Labor-Management Committee consisting of a minimum of two (2) Union representatives and two (2) City representatives. The Committees shall meet on request of either party at least once a quarter to discuss all matters of mutual concern. The Committee, if needed, shall have the authority to make recommendations to the Union and the City.

**Section 7. Duties of Employees.** The Union agrees to execute all functions ordinarily performed by fire fighters and those currently being performed in the manner in which they have been done. The duties of the Fire Department personnel, other than emergencies, shall be limited to standard house cleaning, including walls, floors and ceilings. Fire Department personnel will not be responsible for public restroom facilities, public halls and stairs or public parking lots. The Apparatus Bay shall be maintained exclusively by the City on an as-needed basis.

**Section 8. Watch Office.** The watch office will close at 10:00 p.m.

**Section 9. Safety and Health Committee.** The Union shall appoint a Safety Committee to make recommendations and to assist the City in maintaining safe vehicles and the proper safety clothing. The Union shall have the right to grieve any unsafe condition not timely addressed by the City.

**Section 10. Light Duty.** Any employee assigned to a less strenuous position, due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority, attached to his normal assigned position; provided that an employee may be restricted to light duty no more than twelve (12) weeks per incident. Requests for light duty shall not be denied arbitrarily.

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**Section 11. Printing and Supplying.** This Agreement and any future Agreement shall be supplied to each employee by the City and the Union within thirty (30) days after execution of the Agreement at no cost to the employee. The City shall supply the Union with necessary paper, and the Union shall print the Agreement and supply each member with a copy of the Agreement.

**Section 12. Promotions.** Promotions shall be from within the ranks of the Bedford Heights Fire Department. Promotions from one rank to the next higher shall be by written exam. The City shall choose from the top three (3) highest ranked fire fighters, one (1) being deemed "qualified" and will be subsequently promoted and serve a one-year probationary period. The following criteria shall be applied in determining a qualified applicant:

- (a) must have two (2) years in grade;
- (b) must obtain a passing score in the examination prior to any of the other following applicable criteria being applied;
- (c) seniority credit shall be applied pursuant to the Ohio Revised Code;
- (d) efficiency and performance of job duties (which shall be no more than 10% of the score);
- (e) examination results shall be posted within no more than ten (10) business days after the examination;
- (f) thereafter, the Union shall have the right, within twenty (20) business days, to review examinations and make any legal challenge to the questions or answers to the grievance procedure.

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**ARTICLE XX**

**LEGALITY**

It is the intent of the City and the Union that this Agreement comply in every respect with the applicable legal statutes and charter requirements. If it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement.

**ARTICLE XXI**

**OBLIGATION TO NEGOTIATE**

**Section 1.** The City and the Union acknowledge that during negotiations that preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**Section 2.** For the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waive the right, and each agree that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement.

**ARTICLE XXII**

**SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

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ARTICLE XXIII

DURATION

This Agreement shall be in full force and effect from January 1, 2011, through December 31, 2013. Upon written notice by either party to the other, given on or before November 1, 2013, negotiations for a new agreement commencing January 1, 2014, shall begin. If no notice is given then by either party, this Agreement, as in effect on December 31, 2013, will continue in effect for succeeding calendar years, except that either party may, on or before November 1st of each succeeding year, give written notice to negotiate a new Agreement to commence the following January 1. The provisions of this Agreement except where otherwise indicated shall be effective upon acceptance by both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 22<sup>nd</sup> day of July, 2011.

CITY OF BEDFORD HEIGHTS

INTERNATIONAL ASSOCIATION  
OF FIRE FIGHTERS, LOCAL 1497

By: Fletcher Berger

By: [Signature] PRESIDENT

By: Kenneth A. Munari

By: [Signature] SEC-TREAS

By: \_\_\_\_\_

By: \_\_\_\_\_

Approved as to form:

[Signature]

Ross S. Cirincione,  
Director of Law

2011 FEB 10 P 4: 24  
EMPLOYMENT BOARD