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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF GARFIELD HEIGHTS

AND

GARFIELD HEIGHTS FIREFIGHTERS, LOCAL 340
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

Term of Agreement:

MAY 1, 2011 THROUGH DECEMBER 31, 2012

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ARTICLE I

PREAMBLE

Section 1. This Collective Bargaining Agreement (Agreement) is entered into by and between the City of Garfield Heights (Employer or City) and Local 340 of the International Association of Fire Fighters, AFL-CIO (Local 340 or Union).

ARTICLE II

PURPOSE AND INTENT

Section 1. This Agreement is ordered for the purpose of: (1) continuing and promoting cooperation and harmonious relations between the Employer and Local 340, including members of the collective bargaining unit; (2) establishing equitable and peaceful procedures for the resolution of differences between the parties; (3) providing the timely and effective delivery of fire protection to the residents of Garfield Heights; and (4) providing the definition of the respective rights, responsibilities and duties of the parties to this Agreement. In order to accomplish these purposes, the Employer encourages its employees to openly discuss with their supervisors those work-related problems which affect the employees' well-being.

ARTICLE III

RECOGNITION

Section 1. Local 340 is the exclusive representative for negotiating wages, hours, terms and other conditions of employment for a bargaining unit consisting of all Fire Fighters, Lieutenants and Captains of the Fire Department, excluding the Chief and the Captain in charge of training. All other employees of the Employer who are not working in the Fire Department are excluded from the bargaining unit.

Section 2. The word "employee(s)" as used in this Agreement shall refer to the employee(s) in the aforestated bargaining unit.

Section 3. The words "tour of duty," "duty day," or "work day" when used in this Agreement, shall refer to a twenty-four (24) hour period. For employees on a forty (40) hour workweek, the words "tour of duty," "duty day," or "workday," shall mean eight (8) hours per day, forty (40) hours per week.

ARTICLE IV

DUES DEDUCTION

Section 1. During the term of this Agreement, the Employer shall deduct regular monthly Local 340 dues from wages of those employees who have signed dues deduction authorization forms permitting such deductions. Local 340 shall be responsible for separately collecting on its own all initiation fees and assessments levied by it.

Section 2. The dues so deducted shall be in the amounts established by Local 340 from time to time in accordance with its Constitution and By-Laws. Local 340 shall certify to the Employer the amount due and owing from the employees involved.

Section 3. The Employer shall deduct dues from the first pay in each calendar month. If an employee has no pay due on that pay date, such amount shall be deducted from the next or subsequent pay.

Section 4. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall be transferred to the Treasurer of Local 340 within fourteen (14) days from the date of making such deductions.

Section 5. Local 340 agrees to hold the Employer harmless from any all liabilities or damages which may arise from the performance of its obligation under this Article and Local 340 shall indemnify the Employer for any such liabilities or damages that may arise.

Section 6. All members of the bargaining unit, as identified in Article III of this Agreement, shall either: (1) maintain their membership in Local 340; (2) become members of

Local 340; or (3) pay a service fee to Local 340 in an amount not to exceed the regular monthly Local 340 dues, as a condition of employment, all in accordance with O.R.C. Section 4117.09. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in the foregoing Sections of this Article.

ARTICLE V

MANAGEMENT RIGHTS

Section 1. Except as specifically limited by the explicit provisions of this Agreement, the Employer retains full right and responsibility to make all decisions with regard to all aspects of its operations, employment and employees, including, but not limited to, those matters set forth in Section 4117.08 (C)(1) through (9) of the O.R.C.

ARTICLE VI

RIGHTS OF LOCAL 340

Section 1. The Employer shall not interfere with or restrain any employees in the exercise of rights guaranteed by Chapter 4117 O.R.C.

Section 2. The Employer will allow Local 340 to hold its regular membership (business) meetings at regular intervals on City property, provided (1) the holding of such meetings does not cause the City to incur additional costs or interfere with the provision of adequate fire protection in the opinion of the Chief; (2) advance approval of such meetings is obtained from the Chief (such approval shall not be unreasonably withheld); and (3) the meetings shall be open only to members of Local 340 and not more than five (5) guests.

Section 3. The President of Local 340 or his designee shall be allowed up to two (2) tours of duty per year of paid leave for the purpose of attending regular and special Union

meetings, conventions, seminars and conferences, provided advance approval of such attendance is obtained from the Chief (such approval shall not be unreasonably withheld).

Section 4. Members of Local 340's contract committee, not to exceed four (4), shall have authorized leave from duty with pay to attend all negotiating meetings which are scheduled jointly by the City and Local 340, subject to being on call to respond to an emergency situation in the opinions of the Chief. In addition, one (1) grievant per grievance, one (1) witness per grievance and one (1) member of Local 340 per grievance to be chosen by the Local 340 President when the member functions as a representative of the grievant shall have authorized leave from duty with pay to attend all meetings jointly scheduled by the City and Local 340 and held at City Hall in connection with the grievance and arbitration procedures. These individuals shall be subject to being on call to respond to an emergency situation in the opinion of the Chief. The Employer and Local 340 will have the option to recess any meeting interrupted by an emergency call-out of a participant.

ARTICLE VII

NO STRIKE

Section 1. The Employer and Local 340 agree that the Grievance Procedure, subsequently set forth in this Agreement, is an adequate mechanism to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and Local 340 to avoid work stoppages and strikes. Therefore, the Union shall not have the right to strike except as provided in O.R.C. Section 4117.

Section 2. For the purposes of this Article, the term "strike" shall be defined in accordance with O.R.C. Section 4117.

ARTICLE VIII

NEGOTIATION PROCEDURE/TERM OF AGREEMENT

Section 1. The term of this Agreement shall be from May 1, 2011, to December 31, 2012, and it shall continue from year to year beyond the original term hereof unless either party notifies the other in writing and delivered the State Employment Relations Board by certified U.S. mail, not later than ninety (90) days or earlier than one hundred twenty (120) days prior to the initial expiration date or the expiration date in subsequent years, of its desire to modify or amend this Agreement. The postmarked date shall control the issue of timeliness. The notice need not specify in which respect the giver of the notice seeks modification or amendment. The party upon whom timely notice is served shall be free to seek modification and/or amendment to the Agreement without serving any notice. Collective Bargaining will be conducted pursuant to O.R.C. Section 4117, et seq.

Section 2. Increases in rates of compensation and other matters with cost implications awarded by the Arbitrator will be effective at the end of the term of the preceding Agreement.

ARTICLE IX

GRIEVANCE PROCEDURE

Section 1. Every employee through Local 340 shall have the right to present his grievance in accordance with the procedures provided herein, and except at Step 1, shall have the right to be presented by a Local 340 representative at all stages of the Grievance Procedure. It is the intended purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 2. A grievance is a dispute regarding the application or interpretation of an express provision contained in this Agreement or a dispute concerning the disciplining of an

employee. Except at Step 1, all grievances shall include the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant. The Grievance Procedure shall not be used for the purposes of adding to, subtracting from or altering in any way, any of the provisions of this Agreement.

Section 3. All grievances shall be handled in accordance with the following steps of the Grievance Procedure:

Step 1: An employee who believes he may have a grievance shall notify Local 340 and his Captain in charge of training of the possible grievance within five (5) days after the employee knows or should have known of the facts upon which his grievance is based. The Captain in charge of training will schedule an informal meeting with the employee within five (5) days of the notice to the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally. If the Captain in charge of training is not available during the period required under Step 1, the grievance shall be handled beginning at Step 2.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the grievant and presented by Local 340 as a grievance to the Chief within five (5) days of notification of the supervisor's decision at Step 1. The Chief will hold a meeting within ten (10) days of receipt of the grievance. The meeting shall be held with the grievant and his Local 340 representative. The Chief shall give his written answer within five (5) days from the date of the meeting. If the Chief is not available during the period required under Step 2, the grievance shall be handled after Step 1 at Step 3.

Step 3. If the grievant 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 by Local 340 within five (5) days after the date the Step 2 decision is issued. A copy of the Step 2 decision shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting shall be held with the grievant and his Local 340 representative. The Mayor or his designee shall issue a written decision to the employee and his Local 340 representative within fifteen (15) days from the date of the meeting.

Section 4. All pre-arbitration grievance settlements reached by Local 340 and the Employer shall be final, conclusive and binding on the Employer, Local 340 and the employee. Local 340 shall have final authority, in its capacity as exclusive representative of the employees covered by this Agreement, to withdraw or to terminate the processing of a grievance at any Step of the Grievance Procedure. A grievance may be withdrawn, with prejudice, by Local 340 at any time during Steps 1, 2, or 3 of the Grievance Procedure. If the grievance is not appealed to the next higher step of the Grievance Procedure, it will be deemed to be settled on the basis of the Employer's last answer.

Section 5. The time limits set forth in the Grievance and Arbitration Procedures shall be binding on both parties, unless extended by mutual written agreement by the Employer and Local 340. Days as provided in the Grievance and Arbitration Procedures shall not include Saturdays, Sundays or holidays.

ARTICLE X

ARBITRATION PROCEDURE

Section 1. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the

Step 3 decision is reached, Local 340 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, the parties will promptly request the American Arbitration Association ("AAA") to submit a panel of seven (7) arbitrators and will choose one by the alternative strike method. Local 340, on behalf of the grievant, may immediately invoke the arbitration procedure in the event of discharge.

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 any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

Section 3. The hearing or hearings shall be conducted pursuant to the current, applicable rules of AAA.

Section 4. The losing party shall pay the cost of services provided by AAA and the Arbitrator. The Employer and Local 340 shall pay the cost of their own witnesses and representation.

Section 5. 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 Employer, Local 340 and the employee.

Section 6. Local 340 shall indemnify and hold the Employer harmless against any and all claims, demands, lawsuits or other forms of liability that may arise out of any determination that Local 340 breached its duty to fairly represent any member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures set forth in Articles IX and X respectively.

ARTICLE XI

NON-DISCRIMINATION

Section 1. The Employer and Local 340 agree not to discriminate against any employee(s) on the basis of race, religion, color, national origin, age, sex or handicap.

ARTICLE XII

GENDER AND PLURAL

Section 1. Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use of either the masculine or feminine genders, it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XIII

HEADINGS

Section 1. It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of said Article nor effect any interpretation of any such Article.

ARTICLE XIV

CONFORMITY OF LAW

Section 1. This Agreement shall be interpreted in accordance with O.R.C. Section 4117.10(A).

Section 2. If the enactment of federal legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such

decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE XV

DUTY HOURS

Section 1. Members of the Fire Department, except as hereafter indicated, shall work a 3-platoon, 24-hour shift on and 48 hours off with a 50-hour average workweek. In order to maintain the average 50-hour week, each employee shall select the appropriate amount of tours in compliance with the Fair Labor Standards Act per year, which time shall then be used as additional days off with pay to be chosen at the time of vacation picks, with the prior approval of the Chief, which approval shall not be unreasonably withheld.

Section 2. The twenty-four (24) hour shift shall commence at 0800 and continue until 0800 the following day.

Section 3. Fire prevention personnel shall work an 8-hour shift, 40 hours per week. Work days will be Monday through Friday, 0830 to 1630 hours.

Section 4. Employees shall have the right to exchange shifts provided that the exchange of shifts does not require the compensation of accumulation of overtime and prior approval of the exchange is received from the Chief, which approval shall not be unreasonably withheld.

Section 5. The Fire Safety Officer position shall be filled at the discretion of the Fire Chief. Two (2) additional positions in the Fire Prevention Bureau shall be filled from within the department by qualified individuals, or individuals willing to be trained, at the discretion of the Fire Chief. Any Fire Fighters selected from within the department must be agreeable to filling the position. If not, then the Chief, upon approval from the Mayor, may fill the vacancy from outside with a qualified candidate.

ARTICLE XVI

OVERTIME AND CALL-IN PAY

Section 1. All employees, for work performed in excess of their regularly scheduled hours when approved by the Chief, shall be compensated, at the employee's election, either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime; or (b) compensatory time computed at the rate of time and one-half to be used in the future with prior approval of the Chief, and such approval shall not be unreasonably withheld.

Overtime for the Fire Prevention Bureau, forty(40) hour per week employees, shall be at the employee's choice as outlined in the preceding paragraph.

Section 2. An employee who is called into work at a time when he is not regularly scheduled to work shall be compensated for a minimum of four (4) hours at one and one-half (1-1/2) times his regular hourly rate subject to the election of the method in which compensation is to be received as set forth in paragraph 1, Section 1 of this Article. The four (4) hour minimum shall not be paid for work carried over from 0800 hours while an employee is on duty. Contiguous time after the work shift shall not be considered as call-in pay.

Section 3. All employees attending school or a training course required by the Employer during the employee's first two years of employment with the Employer shall receive compensatory time at the rate of time and one-half for all time spent in such endeavor to be used in the future, at the employee's discretion, with the prior approval of the Chief, which approval shall not be unreasonably withheld. For all additional training, an employee shall be compensated at the employee's election either at (a) the rate of one and one-half (1-1/2) times the employee's regular hourly rate for all overtime; or (b) compensatory time computed at the rate of time and one-half (1-1/2) to be used in the future with the prior approval of the Chief, which

approval shall not be unreasonably withheld. Travel time shall not be considered in the overtime calculation unless the schooling is out of Cuyahoga County.

Section 4. The Employer shall maintain a log to show all overtime worked and the log shall be posted and updated on a monthly basis. Unless special detail and call-in for emergency incidents, overtime shall be distributed on the basis of the seniority "recall list."

Section 5. All overtime shall be of voluntary nature except in the case of a manpower shortage (less then eight (8) Fire Fighters on duty) and required training.

Section 6. Accumulation of compensatory overtime, incurred after April 1, 1985, shall be limited to 240 hours, and any overtime accumulated in excess of that shall be used within one (1) year of its accumulation. If the Chief does not approve the use of such overtime within the required year, it shall be carried over to the following year.

Section 7. Personnel who are required by the Chief to attend a mandatory class, other than for maintenance of current certification, while on a scheduled day off, shall have the option to receive overtime or reschedule their day off, at the employee's discretion.

ARTICLE XVII

SALARY

Section 1. All employees shall be compensated in accordance with Section 41 of Garfield Heights' City Charter. The annual adjustment to salary will take effect on January 1 of each year preceding the April survey. Payment of the annual adjustment will be implemented no later than June 1 after the April survey, and a check for the retroactive difference will be delivered to each employee no later than June 1 after the April survey of each year.

Section 2. The employee in the classification of Fire Safety Officer shall be compensated at the rate of One Dollar ($1.00) less than the annual compensation of the next highest rank to that held by the Fire Safety Officer. Notwithstanding the previous sentence, if

the Fire Safety Officer holds the rank of Captain, he shall receive the annual compensation of his rank plus a per annum bonus of One Thousand Dollars ($1,000.00). Fire Fighters who are permanently assigned to a position of Fire Inspection Bureau shall receive a Two Thousand Dollar ($2,000.00) bonus. This does not include the Fire Safety Officer(s).

Section 3. The Superintendent of Equipment shall be compensated at the rate of One Dollar ($1.00) less than the annual compensation of the next highest rank to that held by said Superintendent. Notwithstanding the previous sentence, if the Superintendent holds the rank of Captain, he shall receive the annual compensation of his rank plus a per annum bonus of One Thousand Dollars ($1,000.00). The position shall exist as long as there is a Fire Fighter qualified to fill it in the opinion of the Chief.

Section 4. The hourly rate of pay for platoon employees shall be the annual salary divided by 2,600 hours. The hourly rate of pay for employees working forty (40) hours per week shall be the annual salary divided by 2,080 hours. For retirement purposes only, the hourly rate of pay for all Fire Department employees shall be the annual salary divided by 2,080 for buy back of accumulated sick leave, and payment of accumulated vacation and overtime, which amounts shall be paid in a lump sum at retirement.

ARTICLE XVIII

HOLIDAYS

Section 1. All employees scheduled in accordance with the three (3) platoon system shall receive eight (8) paid tours of duty off. A tour of duty is a twenty-four (24) hour period.

Section 2. All employees regularly scheduled to work eight (8) hours per day/forty (40) hours per week shall receive the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Good Friday	Christmas Eve

Memorial Day	Christmas Day
Independence Day	Six (6) Personal Days
	Labor Day

All forty (40) hour per week employees shall receive an additional personal day off with pay.

Section 3. In addition to the benefits provided in Sections 1 and 2, each employee shall be compensated at the rate of one and one-half (1-1/2) times the employee's regularly hourly rate if the employee is scheduled to work on New Year's Day, Martin Luther King Day, Independence Day, Christmas Eve or Christmas Day. The employees shall have a choice of either paid or compensatory time. For purposes of this section, a holiday shall be deemed to commence at 0800 hours on the day of the holiday and end at 0800 hours on the following day. See Memorandum of Understanding #4.

ARTICLE XIX

VACATION

Section 1. Each employee shall earn and be entitled to paid vacation in accordance with the following schedule after one (1) year of full-time, continuous service:

Years of Employment	Shift Employees Tours of Duty		40-Hr. Employees Weeks
After 1 year of full-time service	5		2
After 5 years of full-time service	7		3
After 10 years of full-time service	10		4
After 15 years of full-time service	12		5
After 20 years of full-time service	13	20 yrs.	5
		21 yrs.	5 + 1 day
		22 yrs.	5 + 2 days
		23 yrs.	5 + 3 days
		24 yrs.	5 + 4 days
After 25 years of full-time service	14	25+ yrs.	6

Section 2. Vacation time is earned based on time worked in the year immediately preceding the current year. New appointees shall be entitled to a first vacation leave based upon

time accumulated prior to January 1 following their date of appointment. Pursuant to the foregoing, no employee appointed on or after January 1 of any year is entitled to a vacation leave in such year. When an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe a prorated additional increment in that calendar year. For example, if an employee was hired on March 1, 1990, the employee will complete his fifth year of service on March 1, 1995. In 1995, the employee would be entitled to 5 tours plus 10/12 of 2 tours, the additional increment. In 1996, the employee would receive the full 7 tours of duty.

Section 3. Any employee of the employer who has accumulated and earned vacation time from being employed by the State of Ohio or any political subdivision of the State of Ohio, and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer said vacation time and credit to his accumulated vacation time with the Employer. For an employee to do so, he must provide the Safety Director with written certification from his prior employer covering the exact periods of such employment.

Section 4. The vacation period selected by each employee must be approved by the Chief. Rank and seniority shall be given preference in selecting the vacation time and in making up the vacation list for the employees in the Department as current practice exists.

All of the slots in the first three columns of the vacation sheet shall be picked first before any slots are picked in the fourth column, except that four of the eight holidays may be picked in the fourth column at the time holidays are being picked. Prorated hours shall be picked in the fourth column. The parties agreed that the new reduced workweek schedule resulted in two (2) additional days off. One of those days may be in the fourth column, and one will be in the first three columns. However, no one will be required to select a recognized holiday (particularly

Martin Luther King Day) for days-off floater if that is all that is available. Consequently, in such event, the employee(s)' picks may be in the fourth column.

Section 5. For retirement purposes only, the maximum amount of vacation an employee shall be paid upon retirement shall be six (6) weeks. This shall be paid in one lump sum. All other accumulated vacation time in excess of six (6) weeks shall be exhausted prior to retirement.

Section 6. Two (2) existing floating holidays may be picked by each firefighter as late as November 1 of each year, as long as such selections do not create additional overtime.

ARTICLE XX

EDUCATION INCENTIVE PROGRAM

Section 1. The Educational Incentive Program for employees shall be operated in accordance with the following guidelines:

A. The Associate of Applied Science Degree in Fire Technology must be obtained within five (5) years after the employee begins his educational program. If the degree is not obtained within this period, the employee shall forfeit any previously granted educational incentive bonus and not be entitled to any future bonus;

B. The employee must maintain a "B" average during the entire time he is in the educational program. If the employee does not maintain this average, he shall forfeit any previously granted educational incentive bonus and not be entitled to any future bonus;

C. The employee shall only take courses included in the approved curriculum required for this degree. If the employee takes courses not included in the approved curriculum, he shall forfeit any previously granted educational incentive bonus and not be entitled to any future bonus; and

D. If a recipient of an educational incentive bonus is promoted after the effective date of this Agreement, he shall forfeit such bonus.

Section 2. The Educational Incentive Program shall provide for a salary bonus not to exceed three percent (3%) of the base pay of Fire Fighters and shall be payable upon the

successful completion and attainment of a Certificate of Fire Technology from an accredited college or university.

Section 3. The Educational Incentive Program shall further provide for a salary bonus not to exceed five percent (5%) of the base pay of Fire Fighters and shall be payable upon the successful completion of a specified number of credit hours and the attainment of the Associate of Applied Science Degree in Fire Technology from an accredited college or university.

Section 4. Said bonuses shall be paid in equal bimonthly installments and be included in the employee's regular paycheck.

Section 5. No employee shall be entitled to Educational Incentive Bonus unless said employee earned said degree or credit hours while in the employ of the City's Fire Department.

Section 6. The Educational Incentive Program shall be abolished as of June 1, 1985, for all employees who are not registered in it or receiving a bonus pursuant to it. Employees wanting to participate in the Program must register for it with the Safety Director no later than 4:00 p.m. on May 31, 1985. Moreover, this Program shall be abolished for any employee hired on or after May 31, 1985.

ARTICLE XXI

PARAMEDIC BONUS

Section 1. Effective January 1, 2006, employees who receive certification as a Paramedic by the State of Ohio shall be entitled to a bonus of One Thousand Four Hundred Fifty Dollars ($1,450.00) per year provided that they maintain their certification as a Paramedic.

Effective January 1, 2007, employees who receive certification as a Paramedic by the State of Ohio shall be entitled to a bonus of One Thousand Four Hundred Seventy-five Dollars ($1,475.00).

Effective January 1, 2008, employees who receive certification as a Paramedic by the State of Ohio shall be entitled to a bonus of One Thousand Five Hundred Dollars ($1,500.00).

If this certification is not maintained, such bonus shall be discontinued. Said bonuses shall be paid in equal bimonthly installments and be included in the employee's regular paycheck.

Section 2. Effective January 1, 2006, there shall be an EMT bonus of Seven Hundred Fifty Dollars ($750.00) per year to those employees who only have and maintain an EMT certificate.

Effective January 1, 2007, there shall be an EMT bonus of Seven Hundred Seventy-five Dollars ($775.00) per year to those employees who only have and maintain an EMT certificate.

Effective January 1, 2008, there shall be an EMT bonus of Eight Hundred Dollars ($800.00) per year to those employees who only have and maintain an EMT certificate.

This bonus will not be cumulative with any paramedic bonus.

ARTICLE XXII

PAYMENT FOR TRAINING COURSES

Section 1. The Employer will pay the tuition of an employee required by it to attend school and/or a training course.

ARTICLE XXIII

SICK LEAVE*

Section 1. Employees may use sick leave, upon approval of the Chief, and sick leave shall be defined as an absence with pay necessitated by:

(1) illness or injury to the employee;

(2) exposure by the employee to contagious disease communicable to other employees and to illness or injury in the employee's immediate family; or

(3) pregnancy.

Section 2. All full-time employees shall earn sick leave at a rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service with no maximum accumulation. While an employee is on sick leave, sick leave is not earned.

Section 3. An employee who is to be absent on sick leave shall notify the Alarm Office of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

Section 4. Sick leave may not be used in segments of less than one (1) hour.

Section 5. Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee be examined by a physician designated by the Chief and paid by the Employer. In the event of a dispute between the City's doctor and the individual's doctor, a third doctor shall be retained to make a final and binding opinion. In any event, an employee absent for more than two (2) consecutive scheduled work days shall provide the Chief with a physician's certificate to be eligible for paid sick leave.

Section 6. If the employee fails to submit accurate proof of illness or injury, or in the event that such proof as is submitted or upon the report of medical examination, the Chief finds there is no satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave shall be considered an unauthorized leave and shall be without pay.

Section 7. Any abuse of sick leave shall be just and sufficient cause for discipline, including dismissal, as may be determined by the Chief.

Section 8. Upon retirement or death of a full-time employee who has not less than fifteen (15) years of continuous service with the Employer, such employee shall be entitled to receive a cash payment equal to his regular hourly rate of pay at the time of retirement or death multiplied by fifty percent (50%) of the total number of accumulated but not used sick leave

hours earned by the employee only while employed by the City as certified by the Finance Director. An employee's regular hourly rate shall equal his annual salary divided by 2,080 hours. Payment for sick leave on this basis shall eliminate all sick leave credit accrued by the employee. Such payment shall be made only once to an employee.

*See Letter of Understanding #4.

Section 9. **Family and Medical Leave Act.** See attached policy.

ARTICLE XXIV

JURY DUTY LEAVE

An employee who is called for jury duty, either federal, county or municipal, during a period in which he is scheduled for work, shall be paid his regular salary, less any compensation received from such court for jury duty, as provided for in the Ohio Revised Code.

ARTICLE XXV

FUNERAL LEAVE

Section 1. An employee shall be granted time off with pay for the purpose of attending the funeral of a member of the employee's family. The platoon employees shall be entitled to a maximum of one (1) tour of duty off for each death in his family and, forty (40) hour per week employees shall be granted a maximum of three (3) days off with pay. For purposes of this Article, "family" shall be defined as to only include the employee's spouse, brother, sister, children, parents, grandparents (including spouse's grandparents), grandchildren, mother-in- law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law, stepparents, step siblings, stepchildren and foster children. Upon approval of the Chief, in extenuating circumstances, the Chief shall grant platoon employees one (1) additional duty day off with pay.

ARTICLE XXVI

LONGEVITY

Section 1. The Employer will pay employees in accordance with the following longevity schedule:

5 - 10 years	$1,925*
10 - 15 years	$2,125
15 - 20 years	$2,325
20+ years	$2,525

Section 2. Longevity increases shall be determined and granted on the employee's employment anniversary date and shall be payable every two (2) weeks.

ARTICLE XXVII

UNIFORM ALLOWANCE

Section 1. Each employee shall receive on July 1 of each year a uniform allowance of $500.00 for the duration of the contract.

Section 2. All required turnout gear will be furnished by the Employer.

Section 3. All required turnout gear will be replaced as needed by the Employer.

Section 4. In the event of a uniform change directed by the Employer, the City will provide the first uniforms. Specifically, the City will provide the following:

Three (3) shirts
Three (3) pairs of pants
Three (3) tee shirts
Three (3) sweat shirts (if available)

See Letter of Understanding #4.

ARTICLE XXVIII

BULLETIN BOARDS

Section 1. The Employer will install one (1) bulletin board in each of the Fire Stations for the use of Local 340. The bulletin boards shall be used for the posting of notices concerning Local 340. Such use shall be subject to the reasonable control of the Chief.

ARTICLE XXIX

SAFETY OF EQUIPMENT

Section 1. All equipment purchased by the Fire Department shall meet accepted fire service standards. In addition, all equipment requiring testing shall be tested to meet accepted fire service standards. This testing shall be done by as independent testing company other than the manufacturer of this equipment.

ARTICLE XXX

INSURANCE

Section 1. For the duration of this Agreement, the City will provide hospitalization coverage in the form of a Medical Mutual Super Med Hospitalization Plan. (See attached SuperMed Plus Plan 7 and Prescription Drug Program.) This coverage shall be provided on either the single contract basis or the family contract basis, whichever is applicable to the employee, and shall be at no cost to the employee. At the Employer's discretion, equivalent coverage with alternate providers may be substituted for the Medical Mutual Super Med plan.

Section 2. For the duration of this Agreement, the City will provide to each employee Medical Mutual UCR Vision Care Benefits, Prescription Drug Benefits (see attached Plan 2 - Prescription Drug Program) and Program H Dentistry Benefit with a Fifty Dollar ($50.00) deductible. This coverage shall be provided on either a single contract basis or family contract basis, whichever is applicable to the employee, and shall be at no cost to the employee. At the

employer's discretion, equivalent coverage with alternate providers may be substituted for the foregoing benefits.

Section 3. Each employee shall be entitled to have paid on his behalf the monthly premium for a plan of term life insurance on his life in the amount of Twenty-five Thousand Dollars ($25,000.00), Three Thousand Dollars ($3,000.00) term life insurance coverage on the employee's spouse and One Thousand Dollars ($1,000.00) term life insurance coverage on the employee's children.

Section 4. While an employee is receiving workers' compensation benefits, his medical (and family if applicable) and life insurance benefits are continued for one (1) year and at the sole discretion of the Chief, these benefits can be continued for a longer period.

ARTICLE XXXI

LINE OF DUTY INJURY LEAVE

Section 1. Whenever a full-time employee during the lawful performance of assigned duties as a direct result of a "high risk" situation or circumstance suffers injuries or illness causing total disability for more than four (4) calendar days shall grant "high risk" sick leave in lieu of regular sick leave beginning with the fifth calendar day taken for sick leave during such total disability which shall not exceed ninety (90) calendar days. If, at the end of said ninety (90) day period, the employee remains totally disabled and unable to report for work, the "high risk" leave may, at the City's sole discretion, be extended for an additional ninety (90) calendar day period. "High risk" sick leave shall not be deducted from the employee's accumulated sick leave account or count against sick leave bonus.

Section 2. "Total disability" shall mean the physical disability of an employee to perform regularly assigned duties at the station.

Section 3. In order to qualify for "high risk" sick leave, employees must be injured or disabled in the performance of their duties while responding to, performing at, or returning from an emergency or training.

A. The illness, referred to above, is the direct result of, or is caused by performing an emergency situation and results in the contracting of contagious or infectious diseases classified pursuant to O.R.C. Section 3701.24(B), or as a direct result of employment-related activities.

B. The event, referred to above, must be duly logged and a written report submitted to the Officer in Charge during the shift in which it occurs as soon as practicable after the employee first became aware of exposure.

C. Medical evidence shall be provided within a reasonable period (no more than fourteen (14) days) by the employee's treating physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term disability, and the medical probability of full recovery and eventual return to work. In the event of a dispute between the City's doctor and the individual's doctor, a third doctor shall be retained to make a final and binding opinion.

D. The Fire Fighter shall have applied for, and been found eligible for, coverage under Workers' Compensation of Ohio. The Fire Fighter shall also sign a waiver and assignment to the City for amounts payable under Workers' Compensation for temporary disability benefits.

Section 4. Any vacation time, special days or holidays which would have been scheduled during such disability shall be rescheduled within a reasonable time following such employee's return to duty.

Section 5. When any employee has been considered by the Chief, or his designee, to have been injured or exposed to a toxic substance and as a result has been sent to the hospital for treatment or test, and subsequently Workers' Compensation has determined that there was no

injury sustained -- all bills pertaining to the employee's treatment shall be the responsibility of the City of Garfield Heights.

Section 6. Firefighters who are on Line of Duty Injury Leave may be assigned to transitional duty which they are capable of performing. Such transitional duty assignments shall be scheduled consistent with the firefighter's 24 on/48 off shift schedule held before the Line of Duty Injury.

ARTICLE XXXII

SENIORITY AND LAYOFF

Section 1. Seniority shall be determined by continuous service with the Fire Department within classification. Classification shall be defined as Captain, Lieutenant and Fire Fighter. Continuous service shall be broken only by retirement, resignation or discharge. Seniority shall be adjusted to exclude voluntary leaves of absence without pay and other voluntary periods of no-pay status.

Section 2. In the event of a layoff situation, members of the bargaining unit will be laid off in accordance with their departmental seniority within classification (last hired, first laid off), taking into account certifications.

Section 3. A member of the bargaining unit who is laid off shall be subject to recall for a period of three (3) years.

Section 4. A recall from layoff will be based upon departmental seniority within classification (last laid off, first recalled). Recalled employees must report for work within fourteen (14) calendar days of the date they were notified or their recall rights are forfeited. Employees are responsible for keeping the City informed of changes of address and telephone number.

ARTICLE XXXIII

PROBATIONARY PERIOD

Section 1. Fire Fighters shall be on probation for a period of two (2) years following the date on which they were hired and shall have no seniority. They may be terminated at any time for unsatisfactory performance during said probationary period without reference to the Grievance or Arbitration Procedures of this Agreement or any other provision of this Agreement. Upon satisfactory completion of the probationary period, the employee's seniority will date back to his original date of hire. If an employee is discharged or quits and is later rehired, he shall be considered a new employee and subject to the provisions of this Article.

Section 2. Those employees who are on probation shall comply with the residency requirement of the City within two (2) years of hire. If this requirement is not satisfied, such employees will be terminated without reference to the Grievance or Arbitration procedures of this Agreement.

ARTICLE XXXIV

PROMOTIONS

Section 1. All hiring and promotions shall be done in accordance with the current Civil Service Rules of the City of Garfield Heights and the State of Ohio, provided that if the City Rules conflict with State Rules, State Rules prevail. Whatever discretion is granted to the City by the foregoing rules shall be exercised exclusively by the Mayor.

Section 2. All newly promoted officers shall be on probation for one (1) year from date of promotion.

Section 3. This article applies only to bargaining unit positions.

ARTICLE XXXV

LABOR-MANAGEMENT COMMITTEE

Section 1. The Employer and the Union hereby agree to establish a Labor-Management Committee, which shall consist of two (2) officers to be appointed by the Chief and a representative of Local 340 to be selected by the President of Local 340. The purpose of the Committee shall be to discuss matters of concern to the employees and the City. The Committee shall meet twice a year or as needed with its first meeting being held within four (4) months of the execution date of this Agreement.

ARTICLE XXXVI

SUBCONTRACTING

Section 1. In fulfillment of its responsibilities to operate the Fire Department, the City may subcontract work if there are not trained employees to perform such work or the trained employees available are unwilling to perform the work. In addition, the City may subcontract work if it does not possess the equipment and facilities necessary to perform the work.

ARTICLE XXXVII

COMPENSATION AT RETIREMENT, RESIGNATION AND DEATH

Any employee who retires, resigns or dies is eligible and shall be compensated for his accumulated vacation and overtime. In the case of a deceased employee, his estate shall be paid the foregoing amounts. These benefits shall be calculated based on the employee's regular hourly rate.

ARTICLE XXXVIII

DEPARTMENTAL RULES AND REGULATIONS

The City retains the right to adopt, amend or modify rules and regulations necessary to run the Fire Department. The employees through Local 340 retain the right to file grievances and request arbitration on the grounds that the rules are unreasonable, arbitrary and/or capricious.

ARTICLE XXXIX

DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

Section 1. For all employees who are members of the bargaining unit, as defined in Article III of this Agreement, and who are required to make contributions to the State of Ohio Police and Firemen's Disability and Pension Fund ("Pension Fund") pursuant to the Ohio Revised Code, the contribution shall be paid by the City on behalf of the employee in lieu of contribution by the employee.

Section 2. The City shall incur no additional payroll cost, including Pension Fund contributions, under Section 1 of this Article. No employee's total compensation otherwise payable under this Agreement shall be increased. Each employee's compensation shall consist of two parts: a "cash salary" and a "deferred amount." Each employee's "cash salary" shall be the total compensation payable by the City to each said employee in any pay period reduced by the amount payable by the City to Pension Fund on behalf of each said employee under Section 1 of this Article in lieu of contribution by the employee. Each employee's "deferred amount" shall be the Pension Fund "pick-up" amount payable by the City under Section 1 of this Article in lieu of contribution by the employee. No employee shall have the option to receive direct payment of the "deferred amount" contributed by the City to the Pension Fund on behalf of the employee.

Section 3. Subject to changes in the Federal and State Income Tax Laws, the City shall treat an employee's "cash salary" as the gross amount of pay for a period for purposes of

calculating and deducting federal and state withholding taxes. The employee's Pension Fund contribution remitted to the Pension Fund by the City on behalf of an employee under Section 1 of this Article shall become taxable to the employee for federal and state income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or refund.

Section 4. The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the federal tax treatment of the provisions of this salary reduction Pension Fund pick-up plan and making application to the Pension Fund.

Section 5. Subject to any requirements imposed by the Internal Revenue Service and the Pension Fund, the provisions of this Article shall apply to payroll periods commencing after adoption of this Agreement by the City and Union.

ARTICLE XL

RESIDENCY

Section 1. All employees of the Fire Department shall live within the required limits of the City as provided in 143.02 of the Codified Ordinances of the City, or as established by any other ordinance or amendment thereto, providing that no such requirement shall be less than 15 miles from the City's borders. Fire Fighters shall apply to the Mayor's Office for a waiver of the above 15-mile radius which shall not unreasonably be denied.

ARTICLE XLI

SAVINGS CLAUSE

Section 1. In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that

portion shall be deemed severable from the rest of Agreement and all such other parts of the Agreement shall remain in full force and effect. In such event, the Employer and the Local 340 will, at the request of either party hereto, promptly enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE XLII

SUBSTANCE ABUSE

GENERAL POLICY

The City, its management and it employees all have a vital interest in maintaining a safe and productive work environment. Employees who work while under the influence of drugs or alcohol pose a serious safety and health hazard to themselves, their co-workers, and third parties. In addition, drug or alcohol abuse leads to higher turnover, absenteeism and significantly interferes with and impedes the City's efficient operations. The City's growth and future depend upon the physical and psychological health of its employees. Accordingly, the City, working with its employees, intends to maintain a safe, healthful and efficient work environment for all of its employees. With these objectives in mind, the City has developed the following policy and procedures on alcohol and drug abuse:

ALCOHOL

The possession of an open container of alcohol or use of alcohol in a City facility while on duty is prohibited. In addition, employees may not report to work or be on City time or on City premises while under the influence of alcohol.

LEGAL DRUGS

Employees may not use or have traceable in their body any legal drug while on City time or while in a City facility to the extent said drug may adversely affect the employee's safety or job performance or the safety or job performance of others. It is the responsibility of the

employee to insure that he does not violate this requirement. An employee will not avoid discipline under this policy by producing as prescription or otherwise disclosing his use of the legal drug after being selected for drug testing. However, an employee will not be subject to discipline for traceable legal drugs if: (i) when requested by the City, he provides a current statement from his physician certifying that he is fit for duty; and (ii) he is not consuming such legal drugs in a manner contrary to the prescription, the drug's label or his physician's advice. It is not the intent of the City to discipline an employee for using legal drugs in a proper manner while on duty.

ILLEGAL DRUGS

The possession, sale, purchase or use of any illegal drug while on the City's premises or while on City time is prohibited. Employees may not report to work or be on City time or on City premises with an illegal drug traceable in their systems. Any employee who violates this policy may be discharged or disciplined as provided for hereafter.

DEFINITIONS

For purposes of this drug and alcohol abuse policy, the following terms shall have the following meanings:

"City premises" shall include, without limitation, City Hall, Municipal Center, Civic Center, Fire Station Nos. 1 and 2, Maple Leaf School and the Service Garage.

"City time" shall include all time during which an employee is performing work for the benefit of the City.

"Legal drug" means any substance the possession or sale of which is not prohibited by law, including prescription drugs and over-the-counter drugs.

"Illegal drug" means any controlled substance the possession or sale of which is prohibited by law.

"Under the influence of alcohol" means that the employee has a blood alcohol level of at least .1% or above or otherwise exhibits behavior reasonably

demonstrating that his ability to perform his job duties has been impaired by alcohol.

"Traceable in the employee's system" means that the result of a laboratory's analysis of the employee's urine or blood specimen is positive for the tested substance.

PROCEDURES

TESTING

The City may relieve an employee of duty with pay and require the employee to provide both urine and/or blood specimens for laboratory testing or to take a Breathalyzer test, at Southgate Medical Center Laboratory, if:

The City has "reasonable suspicion" to believe that the employee is under the influence of alcohol, abusing a legal drug or using an illegal drug while on duty. For purposes of this policy, "reasonable suspicion" shall mean suspicion based on specific personal observations that a supervisor in the Fire Department can describe concerning the employee's appearance, behavior, speech, breath, body odor, or other physical indicia of likely drug and/or alcohol use. Such suspicion also may be based upon the observation of behavioral or work performance changes which raises the likelihood of drug and/or alcohol use; or

The employee is involved in a work-related accident which a supervisor is the Fire Department concludes may have been caused by the employee, including, but not limited to, accidents which result in bodily injury or damage to City leased or owned property under circumstances giving rise to the likelihood that the employee's behavior, actions or judgment was impaired at the time of the accident. Such circumstances include, but are not limited to: single vehicle accidents; vehicles striking fixed objects; accidents where the operator of the vehicle is cited for violation of law and work place accidents where the employee, by his action or inaction, appears to have violated work safety rules or to have otherwise contributed to the accident.

If possible, the supervisor in the Fire Department who made a referral for drug or alcohol testing shall, before the end of the shift, complete and sign a confidential "observation checklist" setting forth the facts upon which such City supervisor relied in making the referral for drug or alcohol testing. A copy of the "observation checklist" shall be provided upon request to the subject employee, but will otherwise remain confidential and will be maintained in a separate

personnel file for the subject employee, not available for any inquiries until a final determination is reached under the grievance procedure.

The employee has the right to union and/or legal representation prior to referral for drug or alcohol testing assuming that a union representative or his attorney is available within one (1) hour. The Union may designate names of members solely for the purpose of representation prior to referral for drug or alcohol testing. If the union representative or attorney is not available within one (1) hour, the referral for testing shall not be delayed. Specimen collection will occur at Southgate Medical Center laboratory and the procedures shall not demean, embarrass or cause physical discomfort to the employee.

The determination of whether or not there is sufficient reason to require a laboratory test shall be solely within the discretion of the Chief or his designated officer in charge at the time of the occurrence, but such discretion shall be exercised in a reasonable fashion.

Regarding urine samples for drug testing, employees will undergo an initial screening (EMIT) test. For any positive results, as confirmation test, including, but not limited to, the gas chromatography/mas spectrometry (GC/MS) test will be used. The City will ensure that there is a continuous chain of custody of any sample taken from an employee at Southgate Medical Center Laboratory.

Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while providing a sample. When testing could result in employee discharge or discipline, if the test result is positive, a split sample shall be preserved for independent analysis by the employee or his representative.

CONSENT

If requested by the appropriate medical personnel, the employee shall sign a consent form authorizing Southgate Medical Center Laboratory to withdraw a specimen of blood and/or urine, or to conduct a Breathalyzer test, and release the results of the laboratory testing to the Chief or his designated officer in charge at the time, and such test results shall remain confidential to them, the employee, and during any subsequent grievance proceeding or arbitration. Once the grievance procedure or arbitration is completed, the information will no longer be confidential.

REFUSAL TO PROVIDE SPECIMEN OR CONSENT

Any employee who refuses to provide a urine or blood specimen, or to take a Breathalyzer test, where the City may request such a urine or blood specimen or Breathalyzer test under this policy, or who refuses to sign a consent form, may be discharged or otherwise disciplined. The discipline can be grieved under the Grievance and Arbitration Procedures.

CONFIDENTIALITY

The results of any blood or urine analysis or Breathalyzer test shall be kept strictly confidential among the employee, Southgate Medical Center Laboratory and the City officials indicated above. However, the City may use the results to decide upon any action to be taken towards any employee, or to the extent necessary, to defend its actions in subsequent grievance, arbitration, or legal or other proceedings.

TREATMENT

The City in its sole discretion, may require any employee who has been determined to have violated this Policy, as a condition of employment, and in lieu of discharge, to submit to and pass a urinalysis or blood test within six (6) weeks after the date on which it has been determined that the employee violated the Policy. In addition, the City may and shall reasonably attempt to offer to the employee the option of undergoing alcohol or drug rehabilitative treatment

at the facility recommended by the City. During the treatment period, the employee shall be suspended with pay. If the employee successfully completes rehabilitation, he shall be reinstated to his prior status. If he does not successfully complete rehabilitation, he may be discharged. To the extent such treatment or counseling is not paid for by the employee's health insurance plan, it shall be at the employee's expense. The City may discharge or discipline any employee who fails or refuses to submit to urinalysis or a blood test or undergo rehabilitative treatment. This decision can be grieved through the Grievance and Arbitration Procedure.

RIGHTS OF APPEAL

Each employee has the right to challenge the results of drug or alcohol testing in the same manner that he may grieve an express provision contained in this Agreement or a dispute concerning the disciplining of an employee.

ARTICLE XLIII

STATION CLEANING & MAINTENANCE

Section 1. Interior cleaning shall be done daily by members of Local 340 in the following areas: kitchen, dining area, TV room, dormitory, locker room, alarm office, OIC Office, Paramedic Office, Apparatus Floor (except walls). The classroom and study room shall be cleaned once a week and the floors buffed once a week. The chairs and tables will be arranged and the floor will be swept in the Emergency Operating Center room if City maintenance personnel are not available. Windows shall be cleaned in the above areas twice a month and on the interior only. All other areas shall be the City's sole responsibility and not members of Local 340. No Administrative Offices shall be cleaned. The City shall provide all cleaning supplies and all cleaning shall be of a general nature. The Fire Stations shall be professionally cleaned at least once a year.

Section 2. Exterior maintenance shall be the City's sole responsibility such as grass cutting, lawn trimming, flowers, exterior window cleaning, etc. All snow removal shall be the City's sole responsibility, except for the ramps during heavy snow at which time members of Local 340 shall plow, with a vehicle with proper equipment to insure ingress and egress of emergency vehicles only. Sidewalks shall also be cleaned of snow and salted on a voluntary basis, and the City will provide a snow blower for each station. This shall be determined by the Officer in Charge.

ARTICLE XLIV

MISCELLANEOUS ITEMS

Section 1. Unless changed by City Council, the designated Smoking Area in Fire Station Number 1 shall be the Apparatus Floor and the vestibule off the Alarm Office. Fire Station Number 2 shall be as past practice exists.

Section 2. The City shall buy and replace all kitchen utensils as needed.

Section 3. The City shall provide and maintain all bedding and towels.

Section 4. All training shall be from Monday through Friday, excluding holidays, and shall be completed routinely before 5:00 p.m. The City and the Union agree that the parties to this agreement will make every effort to mutually agree to training when necessary at times other than Monday through Friday. Such requests of the City will not be unreasonably denied.

Section 5. A voluntary annual physical fitness program will be established. Upon successful completion of such program, an employee will receive $250.00 annually. The parties shall meet in a labor-management collaboration to establish the elements of this program. If the parties cannot agree upon the elements of such a program by January 31, 2007, the parties shall present their proposals for the elements of such a program to a mutually selected arbitrator. After a hearing, the arbitrator shall issue a written decision that selects one proposal or the other,

without making any changes to that proposal. The arbitrator's decision shall be final and binding upon the parties. The parties shall share equally the arbitrator's fees and costs. Each party shall bear its own costs associated with the arbitration.

Section 6. All paychecks shall be direct deposited.

EXECUTION IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 27 day of MAY, 2011.

I.A.F.F., LOCAL 340

By: _____
(please sign name)

ROBERT H. DONNER
(please print name)

By: _____
(please sign name)

TOM S. NEMETH
(please print name)

By: _____
(please sign name)

DOUGLAS M. BRASDOVICH
(please print name)

By: _____
(please sign name)

MICHAEL A. McCORMILLO
(please print name)

FOR THE EMPLOYER:
CITY OF GARFIELD HEIGHTS

By: _____
(please sign name)

VIC COLLOVA
(please print name)

By: _____
(please sign name)

TIMOTHY J. RILEY
(please print name)

By: _____
(please sign name)

_____
(please print name)

By: _____
(please sign name)

_____
(please print name)

LETTER OF UNDERSTANDING #1

The parties agreed during negotiations to the following:

(1) **Wages.** The City shall add the wages of the City of Maple Heights and the City of Euclid to the average pay fund calculations on the same basis as the City currently treats wages of the City of East Cleveland (i.e., include value of "pension pick-up" provision as wages).

(2) **Pension Pick-up.** In the event the City grants any other bargaining unit a pension pick-up which consists of the City paying either all or part of the employee's contribution to the Police and Firemen's Disability and Pension Fund, the City will reopen collective bargaining negotiations for the exclusive purpose of resolving that issue.

(3) **Equalization of Overtime.** Overtime opportunities shall be made available as equally as possible among all members of the bargaining unit. Overtime opportunities shall be made solely by position on the recall list, regardless of classification or rank. If a classification, specialized service, level of training or rank is required to fill a position and by the reassignment of on-duty shift personnel cannot satisfy that demand, then the employer shall recall the needed personnel by recalling the first person on the recall list that would satisfy that demand.

Station 1: In the event an officer shortage is created at Station 1, the Captain in Charge of Training shall have the right to fill the vacancy during his normal working hours providing the Officer is scheduled to return to duty before 1630 hours. If the Officer is scheduled to return after 1630 hours, than an off-duty officer shall be immediately called in from the seniority recall list.

AGREED TO:

I.A.F.F., LOCAL 340

By: Robert H. Donner

By: Jon T. Hamsth

Date: 5-28-09

CITY OF GARFIELD HEIGHTS

By: Thomas J. Longo

By: [illegible]

Date 6-9-09

LETTER OF UNDERSTANDING #2

Article XXIII, Sick Leave
Article XXXI, Line of Duty Injury Leave
(Third Doctor's Opinion)

The parties agree that the following language will be interpreted in a manner that the City will pay for any third doctor's examination and opinion.

Article XXIII, Sick Leave, Section 5

Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness or injury as may be satisfactory to him, or may require the employee be examined by a physician designated by the Chief and paid by the Employer. In the event of a dispute between the City's doctor and the individual's doctor, a third doctor shall be retained to make a final and binding opinion. In any event, an employee absent for more than two (2) consecutive scheduled work days shall provide the Chief with a physician's certificate to be eligible for paid sick leave.

Article XXXI, Line of Duty Injury Leave, Section 3(C)

Medical evidence shall be provided within a reasonable period (no more than fourteen (14) days) by the employee's treating physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term disability, and the medical probability of full recovery and eventual return to work. In the event of a dispute between the City's doctor and the individual's doctor, a third doctor shall be retained to make a final and binding opinion.

AGREED TO:

I.A.F.F., LOCAL 340

By: Robert H. Downer

By: Jon S. Mentth

Date: 5-28-09

CITY OF GARFIELD HEIGHTS

By: Thomas J. Kemp

By: Lou Devich

Date: 6-9-09

FAMILY AND MEDICAL LEAVE POLICY

The Family and Medical Leave Act of 1993 (FMLA) provides that eligible employees of covered employers are entitled to take up to 12 weeks of *unpaid* leave each 12 months for certain family and/or medical purposes. Once you have been with the City of Garfield Heights for one year or more, and if you work at least 1250 hours in the year before you request leave, you are eligible for leave for the following reasons:

- For the birth of your son or daughter, and to care for the newborn child;
- For placement with you of a son or daughter for adoption or foster care;
- To care for your spouse, son, daughter, or parent with a serious health condition; and
- Because of your own serious health condition that makes you unable to perform the functions of your job.

Generally, a serious health condition includes illnesses, injury, impairment or a physical or mental condition that prevents you from performing your essential job duties and requires continuing treatment by a health care provider or in-patient care in a medical facility. Not all medical conditions are serious health conditions. If the condition is a routine illness (*e.g.* colds, flu) that can be treated with non-prescription drugs and/or bed rest, it is generally not a serious health condition. If you are unsure whether a medical condition qualifies for family leave, or if you need more information regarding the reasons for which you will be entitled to family leave, you should contact the City Law Director for more information.

If your need for leave under the FMLA is foreseeable, you must request your leave from the City Law Director <u>and</u> your Fire Chief at least 30 days in advance. If you fail to make your request 30 days ahead of time and your need for leave was foreseeable, you will not be permitted to begin your leave until 30 days after making the request.

If your need for leave is not foreseeable, and the City understands that in many cases it will not be, you must request your leave as soon as practicable. You should do this by informing the City Law Director <u>and</u> your Fire Chief.

It is your obligation under FMLA to provide the City with information about the reason for your need for leave so that the City can determine whether FMLA leave is appropriate. If it is determined that your request for leave might be covered by FMLA, you will be asked to provide documentation from your physician or health care provider certifying that the leave is necessary. If the City receives appropriate certification of your need for leave, your leave will be counted under FMLA if it qualifies.

FMLA leave is *unpaid*. Additionally, you will be required to utilize all of your accrued vacation time and/or sick leave *concurrently* with your FMLA leave. For example, if you have two (2) weeks of vacation time and two (2) weeks of sick leave time, your first four (4) weeks of FMLA leave will be paid because you will be receiving your vacation and then your sick pay. You will then be entitled to an additional eight (8) weeks of *unpaid* leave.

While you are on FMLA leave, the City will maintain your health benefits under the same terms as before your leave. You will be required to pay the same premiums you pay when you are not

on leave. Upon concluding your FMLA leave, you are entitled to be reinstated to your former position or an equivalent position. If you were on family leave for your own serious health condition, you may be required to provide a medical certificate of ability to return to work prior to reinstatement.

Your FMLA leave does not need to be taken all at once. If you or a family member has a serious health condition that requires you to take leave on an intermittent basis, each time you miss work for this purpose will be counted as FMLA leave. You are entitled to a combined total of 12 weeks of leave each 12 months. You have an obligation to make reasonable efforts to schedule recurring appointments at times that do not conflict with your work schedule.

Generally, the maximum amount of leave an employee may use at any one time is determined by the 12-month period prior to the date the employee's family leave would start. For example, in October 1999, you used four (4) weeks of family leave and then returned to work. In August 2000, you again need family leave. Because you used four (4) weeks of family leave in the 12-month period prior to August 2000, you have eight (8) weeks of family leave remaining.

You can find more information about the FMLA at **[location of posting]**. Additionally, the City Law Director is available to answer any questions you might have about this FMLA Leave Policy.

LETTER OF UNDERSTANDING #3

TERMS AND CONDITIONS OF CONCESSIONS

MARCH 9, 2009

Upon acceptance by City Council of the terms and conditions of the concessions.

LETTER OF UNDERSTANDING #4

CONCESSION MODIFICATIONS

MARCH 9, 2009

All modifications except for hospitalization/prescription drug changes shall be automatically restored to the 2008 level at the onset of the next round of negotiations.

MEDICAL MUTUAL

Garfield Hts
Proposed Plan 7
SuperMed Plus

SuperMed Plus

Benefits	Network	Non-Network
Benefit Period	January 1st through December 31st	
Dependent Age Limit	To Age 25; Removal upon End of Month	
Pre-Existing Condition Waiting Period	Initial Group Waived, All Others 6-9	
Blood Pint Deductible	0 pints	
Lifetime Maximum	$2,500,000	
Benefit Period Deductible – Single/Family[1]	$200 / $400	$400 / $800
Coinsurance	90%	70%
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	$300 / $600	$600 / $1200
Physician/Office Services		
Office Visit (Illness/Injury)[2]	$10 copay, then 100%	70% after deductible
Urgent Care Office Visit[2]	$10 copay, then 100%	70% after deductible
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible
Routine Services		
Routine Physical Exam (One exam per benefit period)[2]	$10 copay, then 100%	70% after deductible
Well Child Care Services including Exam and Immunizations (To age 14, limited to a $500 maximum per benefit period)[2] including meningitis immunization	$10 copay, then 100%	70% after deductible
Well Child Care Laboratory Tests (To age nine)	100%, no deductible	70% after deductible
Routine Mammogram (One per benefit period)	100%, no deductible	70% after deductible
Routine Pap Test (One per benefit period)	100%, no deductible	70% after deductible
Routine PSA Test	100%, no deductible	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis, Thyroid Test (Ages nine and over, one each per benefit period)	100%, no deductible	70% after deductible
Routine Endoscopic Services	100%, no deductible	
Outpatient Services		
Surgical Services	90% after deductible	70% after deductible
Diagnostic Services	90% after deductible	70% after deductible
Physical Therapy - Facility and Professional (40 visits per benefit period)	90% after deductible	70% after deductible
Occupational Therapy – Facility and Professional	Not Covered	Not Covered
Chiropractic Therapy – Professional Only (12 visits per benefit period)	90% after deductible	70% after deductible
Speech Therapy – Facility and Professional (20 visits per benefit period)	90% after deductible	70% after deductible
Cardiac Rehabilitation	90% after deductible	70% after deductible
Emergency use of an Emergency Room[3]	$50 copay, then 100%	
Non-Emergency use of an Emergency Room[4]	$50 copay, then 100%	70% after deductible

Benefits	Network	Non-Network
Inpatient Facility		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (# days per benefit period)	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Additional Services		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare (# visits per benefit period)	90% after deductible	70% after deductible
Hospice (# days per benefit period)	90% after deductible	70% after deductible
Private Duty Nursing ($ maximum per benefit period)	90% after deductible	70% after deductible
Mental Health and Substance Abuse		
Inpatient Mental Health and Substance Abuse Services (# days per benefit period)	90% after deductible	70% after deductible
Outpatient Mental Health and Substance Abuse Services (# visits per benefit period)	90% after deductible	70% after deductible

Note: Services requiring a copayment are not subject to the single/family deductible.

Deductible and coinsurance expenses incurred for services by a non-network provider will also apply to the network deductible and coinsurance out-of-pocket limits. Deductible and coinsurance expenses incurred for services by a network provider will also apply to the non-network deductible and coinsurance out-of pocket limits.

Non-Contracting and Facility Other Providers will pay the same as Non-Network.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

[1]Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.
[2]The office visit copay applies to the cost of the office visit only.
[3]Copay waived if admitted. The copay applies to room charges only. All other covered charges are not subject to deductible.
[4]Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.

Garfield Hts
Proposed Plan 2
Prescription Drug Program[1]

Benefits	Copay	Day Supply
Benefit Period	January 1st through December 31st	
Dependent Age Limit	Same as Medical	
Formulary Retail Program with Oral Contraceptive Coverage		
Generic Copayment	$15	30
Formulary Copayment	$25	30
Non-Formulary Copayment	$35	30
Formulary Mail Order Program with Oral Contraceptive Coverage		
Generic Copayment	$30	90
Formulary Copayment	$50	90
Non-Formulary Copayment	$70	90

Note: In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

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[1]Includes Rx Selections® Drug List: A list of drugs on the Rx Selections® formulary will be used.

LETTER OF UNDERSTANDING

January 5, 2011

Article XXXI, In Line of Duty Injury Leave, Section 6, reads:

"Firefighters who are on Line of Duty Injury Leave may be assigned to transitional duty which they are capable of performing. Such transitional duty assignments shall be scheduled consistent with the firefighter's 24 on / 48 off shift schedule held before the Line of Duty Injury."

The parties hereby agree Firefighters will be assigned to ten (10) hours of transitional duty scheduled consistent with the Firefighter's 24 on / 48 off shift schedule. In the event a Firefighter wishes to use vacation, sick or compensatory time on the day said Firefighter is scheduled for a ten (10) hour transitional duty shift, 24 hours of time will be deducted from said vacation, sick or compensatory bank.

AGREED TO:

I.A.F.F., LOCAL 340

By:_____

By:_____

Date:_____

CITY OF GARFIELD HEIGHTS

By:

By:

Date: 1-6-11

LETTER OF UNDERSTANDING #5

Effective May 1, 2011, The Firefighters Local 340 and the City of Garfield Heights agree that all employees shall have a deduction pre tax (IRS 125) of One Hundred and Forty Dollars $140.00 per month for healthcare coverage under a family medical plan and Seventy Dollars ($70.00) per month for a single medical plan. Said amounts shall be deducted from each employees gross pay. This letter of understanding hereby modifies Article XXX of the contract.

AGREED TO:

FIREFIGHTERS LOCAL 340
I.A.F.F.

By: Robert H. Donner

ROBERT H. DONNER
(Print name)

By: Tom S. Nemeth

TOM S. NEMETH
(Print name)

Date: MAY 2, 2011

CITY OF GARFIELD HEIGHTS

By: Vic Colluva

VIC COLLUVA
(Print name)

By: Timothy J. Riley

TIMOTHY J. RILEY
(Print name)

Date: 5-27-11