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AGREEMENT

BETWEEN

CITY OF UNIVERSITY HEIGHTS

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 974**

EFFECTIVE JULY 1, 2011, THROUGH JUNE 30, 2014

Revised 10/12/11

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A G R E E M E N T

ARTICLE I-PURPOSE

Section 1. This Agreement is entered into between the City of University Heights, Ohio, hereinafter referred to as "the City," and the International Association of Fire Fighters, Local 974, 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 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 fighters, lieutenants and captains in the City's Fire Department.

Section 3. "Full-time employee" means any member of the bargaining unit who is regularly assigned to one of three platoons, each of which shall work a 24-hour shift, 49.92 hours per week, totaling a normal work year of 2,595.84 hours. Full-time employee also means any member of the bargaining unit who is scheduled to work five shifts per week consisting of eight hours per shift, 40 hours per week, totaling a normal work year of 2,080 hours.

Section 4. The categories of employees excluded from the bargaining unit are the Fire Chief, the Executive Captain and professionals as defined by Ohio Revised Code §4117, et. seq. and all other full-time and part-time employees.

Section 5. The City will annually furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be supplemented with the names of all new employees when hired.

ARTICLE III-MEMBERSHIP OBLIGATIONS

Membership in the Union is not compulsory. Members of the bargaining unit have the right to join or not to join the Union as each may decide. Neither party shall coerce or discriminate against an employee in this regard.

ARTICLE IV-NON-DISCRIMINATION

Both the City and the Union recognize their respective responsibilities under the Federal and State Civil Rights laws, Fair Employment Practices Act, 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-UNION SECURITY, DUES DEDUCTION, FAIR SHARE FEE

Section 1. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the City for sixty (60) days or more, shall, as a condition of employment, pay a fair share fee equal to the dues required to be paid by members of the Union subject to rebate, if any, for non-members which conforms to federal law, upon appropriate demand as set forth in Ohio Revised Code §4117.09(c). Said fair share fee shall be paid by payroll deduction as provided in this Article.

Section 2. Any employee covered by this Agreement who is hired after September 1, 1984, or who is employed less than sixty (60) days on September 1, 1984, who does not become a member of the Union by the sixty-first (61st) day of their employment shall, as a condition of

employment, pay a fair share fee to the Union equal to the dues required to be paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

Section 3. The City will deduct any initiation fees and dues levied in accordance with the Constitution and Bylaws of the Union from the pay of members of the bargaining unit upon receipt from the Union of individual signed authorization cards executed by the member for that purpose and bearing his signature.

Section 4. The City's obligation to make deductions shall terminate automatically upon either receipt of an employee's signed revocation of authorization of dues deduction or upon termination of employment or transfer to a job classification outside the bargaining unit. In cases of revocation, a fair share fee shall be deducted in accordance with Section 1 of this article.

Section 5. All authorized deductions will be made from the employee's pay on a regular monthly basis. All deductions shall be transmitted to the Union no later than the 15th day following the end of the month in which the deduction is made together with a list of the members of the bargaining unit paying such dues or fees by payroll deductions, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 6. The City and the Union agree that if any legal challenge is made to the terms of Article V both parties will defend its validity until there is a final judgment of the highest court or tribunal to which the matter may be pursued. The Union agrees that its counsel will be the lead counsel during any such litigation and the City agrees that its counsel will fully cooperate in such litigation.

(A) The Union represents to the City that:

- (1) It has established an internal rebate or advanced fee reduction procedure in accordance with Section 4117.09 (C) of the Ohio Revised Code;

- (2) A procedure for challenging the amount of the fair share fee has been established and will be given to each bargaining unit employee who does not join the Union, and;
 - (3) Such procedure and notice shall be in compliance with all relevant state and federal laws and the Constitutions of the United States and the State of Ohio.
- (B) Annually, the Union shall provide the City, within thirty (30) days after communicating with fair share fee payers, if any, a copy of each communication, if any, relating to the deduction of fair share fees, provided, however, that the Union may delete any information which sets forth amounts of monies the Union spends in various categories or other specific information not necessary to comply with constitutional requirements.

ARTICLE VI-AGENCY SHOP

As set forth in Article V, all employees in the bargaining unit shall either become dues paying members of the Union, or, as a condition of continued employment, remit to the Union a fair share fee in accordance with the provisions of Ohio Revised Code §4117.09(C).

ARTICLE VII-MANAGEMENT RIGHTS

Section 1. Except as specifically limited by explicit provisions of this Agreement, the Employer reserves and retains, solely and exclusively, 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 Employer, 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;

- (C) To determine the size, composition, structure and adequacy of the work force;
- (D) To establish and determine job qualifications and duties, and to establish the education and training requirements for the Department;
- (E) To establish, modify, consolidate and abolish jobs or job classifications;
- (F) To hire, evaluate, assign, transfer, schedule, supervise, direct, promote, demote, discipline, suspend, and discharge employees for just cause;
- (G) To subcontract work;
- (H) To lay off employees in the event of lack of work or lack of funds or under conditions where the City determines that the continuation of such work is unnecessary;
- (I) To determine overall methods, processes and means by which operations are to be efficiently and effectively conducted;
- (J) To determine the location of facilities and to introduce new and/or improved equipment and methods;
- (K) To determine the financial policies and procedures of the City, including the exclusive right to allocate and expend all funds of the City;
- (L) 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, subject only to the procedures and criteria governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining 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 3. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE VIII-HOURS OF WORK AND OVERTIME

Section 1. Hours of Work. The normal work week for full-time employees working on a platoon basis shall be forty-nine and ninety-two one hundredths (49.92) hours. This schedule contemplates each employee on a platoon basis working one hundred ninety two (192) hours in a twenty-seven (27) day cycle. The normal work week for employees who are not working on a platoon basis shall be forty (40) hours.

Section 2. Overtime.

- (A) The City shall be sole judge of the necessity of overtime and all assigned overtime must be worked.
- (B) Fire base pay contemplates the following work schedules. "Platoon" firefighters are compensated on a work schedule that comprises, on the average, forty nine and ninety-two one hundredths (49.92) hours per week, fifty-two (52) weeks per year, subject to vacations and holiday credit, twenty-four (24) hours per shift, for a normal work year of 2,595.84 hours. The designated Fire Inspector or any other employee as determined by the Fire Chief may be scheduled to work five (5) eight (8) hour shifts per week for a normal work year of 2,080 hours. No employee shall be entitled to overtime compensation for these regularly assigned shifts. Nor shall an employee be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts") even though such shift trade requires the Fire Chief's approval.

- (C) When, for the convenience of the Fire Department, an employee is required, for other than purposes of testifying in Court, to work more than twenty-four (24) hours on a shift or work a shift not originally assigned to him on the monthly schedule, or work more hours than assigned, he shall be compensated for the extra hours worked at the following rate:

OVERTIME RATES WITH PARAMEDIC CERTIFICATION

	Effective	Effective	Effective
	<u>07/1/11</u>	<u>07/1/12</u>	<u>07/1/13</u>
3rd Grade Firefighter (0-12 months)	39.04	39.04	Reopener
2nd Grade Firefighter (13-24 months)	41.13	41.13	
1st Grade Firefighter (25+ months)	43.22	43.22	
Lieutenant	47.98	47.98	
Captain	53.26	53.26	

OVERTIME RATES WITHOUT PARAMEDIC CERTIFICATION

	Effective	Effective	Effective
	<u>07/1/11</u>	<u>07/1/12</u>	<u>07/1/13</u>
1st Grade Firefighter (25+ months)	41.82	41.82	Reopener

There shall be no adjustment for longevity arising from overtime compensation.

- (D) When an employee is required to attend a training program outside the City, the Fire Chief shall first arrange with such employee the pay basis during such program, giving recognition to the hours of actual training versus normal duty hours, travel time and other pertinent factors. The decision on such arrangements shall rest with the Fire Chief at his discretion.

Section 3. Assignment of Overtime.

- (A) General. In the event that a need for overtime occurs in the Fire Department which does not arise out of an emergency situation or by reason of an employee or employees being required to hold over shifts as the result of operations at a fire or other emergency, such overtime shall be first offered to qualified employees who volunteer, and if insufficient volunteers exist, then on a mandatory basis as set forth below. However, where particular skills such as paramedic or fire prevention are required, only such personnel as are qualified are to be offered or assigned the overtime.
- (1) The opportunity to volunteer for such overtime as described in (A) above shall be offered to qualified employees on a rotating seniority basis, first by offering such overtime to qualified employees on the shift day immediately preceding the need for overtime in accord with Department policy. Any qualified employee who volunteers for overtime may split the overtime shift with another qualified employee provided that no split shifts shall be in increments of less than a full hour.
 - (2) If, however, after completion of the selection procedure outlined in (1) above it is determined that a sufficient number of qualified employees have declined to work overtime, then the City may assign the overtime on a mandatory basis to qualified employees. The City shall keep current a mandatory overtime rotation log for each platoon, showing the distribution of all such overtime. After an employee has worked mandatory overtime, his name shall be placed at the end of the overtime rotation log so that to the extent reasonably practicable, all such mandatory overtime shall be distributed and rotated equally.
 - (3) Overtime shall be mandatory where an employee or employees are required to hold over their shift by reason of operations at a fire or other emergency situation, or if by reason of an emergency an employee is recalled to work after the end of his regular shift. Such mandatory overtime shall not be recorded in the overtime rotation log.

- (4) Employees who are called into work for time which does not abut their normal shift shall receive a minimum of four (4) hours overtime. Employees who are required to work less than four (4) hours shall not be required to perform "busy work" as determined by the Fire Chief.

(B) Training.

- (1) All mandatory training, including training required for paramedic/E.M.T.A. certification/recertification, excluding travel time to and from school, shall be considered time worked, and any overtime necessitated thereby shall be compensated at the employee's overtime rate.
- (2) All travel time to and from training shall be compensated at the employee's base rate. Fire fighters/officers shall receive one (1) hour travel time for round trips regardless of point of origin.

Section 4. Compensatory Time:

(A) Accrual

When an employee earns overtime in accordance with Article VIII, the employee may at his/her option, convert overtime hour(s) to compensatory time at a rate of one hour of overtime for one and one half hours of compensatory time.

(B) Bank

An employee can maintain a balance of no more than one hundred and twenty (120) hours at any one time in his/her compensatory time bank. Any additional overtime hours worked shall be paid at the employee's applicable overtime rate. Employees may rollover accrued but unused compensatory time into the next calendar year not to exceed one hundred and twenty (120) hours.

(C) Compensatory Time Usage

An employee, at the option of the employee, may cash out any amount of their accrued but unused compensatory time at the applicable base rate upon written request and shall

be paid in the next payroll cycle. At the employee's request, the employer shall grant an employee compensatory leave when the employee has requested such leave at least twelve (12) hours in advance of the requested leave. If no overtime will be created by using the compensatory time, the minimum use shall be one (1) hour and the employee will not be required to provide the twelve (12) hour advance notice. Once approved, the employee must use the compensatory time requested; however, the Fire Chief may permit the employee to withdraw the requested compensatory time due to the employee's use of funeral leave, jury duty, or an extended period of disability (defined as the use of more than two (2) consecutive sick days). Employees may use compensatory time in any quarter hour increments with a minimum use of four (4) hours or greater. If no overtime will be created by using the compensatory time, the minimum use will be one (1) hour. Employee's compensatory time shall be deducted at one hour for each hour used, provided that the employee use of compensatory time does not cause overtime within the Fire Department. Employee's compensatory time shall be deducted at one and one half hours for each hour used, if the employee's compensatory time causes overtime within the Fire Department.

(D) Special Provision(s)

Not more than one employee may be on compensatory leave at any one time. In addition, no compensatory time shall be used on any of the nine (9) National Holidays recognized by the City.

ARTICLE IX-SALARIES AND OTHER COMPENSATION

Section 1. Annual Base Pay.

(A) The regular duty hours of employees covered by this Agreement shall be compensated based on rank at the following annual rate of pay, which shall be known as "Base Pay:"

SALARIES WITH PARAMEDIC CERTIFICATION

	Effective	Effective	Effective
<u>RANK (Classification)</u>			
	<u>07/01/11</u>	<u>07/01/12</u>	<u>07/01/13</u>

Annual Increase	0.00%	0.00%	Reopener
Firefighter 3rd Grade (0 to 12 months)	\$63,343	\$63,343	
Firefighter 2nd Grade (13 to 24 months)	\$66,735	\$66,735	
Firefighter 1st Grade (over 25 months)	\$70,128	\$70,128	
Lieutenant	\$77,841	\$77,841	
Captain	\$86,404	\$86,404	

SALARIES WITHOUT PARAMEDIC CERTIFICATION

	Effective	Effective	Effective
<u>RANK (Classification)</u>	<u>07/01/11</u>	<u>07/01/12</u>	<u>07/01/13</u>
Annual Increase	0.00%	0.00%	Reopener
Firefighter 1st Grade (over 25 months)	\$67,856	\$67,856	

The above scale shall not affect a fire fighter's qualification to take a promotional exam or be promoted, provided that the fire fighter has completed three years of service in the University Heights Fire Department prior to the examination.

- (B) (1) Commencing July 1, 2011, to coincide with the pay period, the regular duty hourly wages ("Base Pay") of employees covered by this Agreement shall not be increased above the June 30, 2011 levels.
- (2) Commencing July 1, 2012, to coincide with the pay period, the regular duty hourly wages ("Base Pay") of employees covered by this Agreement shall not be increased above the June 30, 2011 levels.
- (3) Commencing July 1, 2013, to coincide with the pay period, the regular duty hourly wages ("Base Pay") of employees covered by this Agreement shall be as determined

through the parties' reopener negotiations as to base pay only subject to the provisions of R.C. Chapter 4117 in effect at the time of the negotiations.

Section 2. Adjustment for Longevity. The annual base pay of employees employed by the City under this Agreement on July 1, 2011 shall be increased after the completion of three (3) years of continuous employment and service by the following percentages:

<u>DURING YEAR</u> <u>OF EMPLOYMENT</u>	<u>AMOUNT</u>
4	0.5%
5	1.0%
6	1.5%
7	2.0%
8	2.5%
9 - 12	3.0%
13 - 19	6.0%
20 & subsequent	7.0%

The annual base pay of employees hired after July 1, 2011 shall be increased at the commencement of six (6) years of continuous employment and service regardless of the position the employee holds at the time he or she commences the years of service indicated as set forth below:

<u>AT COMMENCEMENT OF YEAR</u>	<u>LONGEVITY PAY</u>
6	\$526.00
7	\$702.00
8	\$877.00
9-12	\$1,052.00
13-19	\$2,104.00
20 & subsequent	\$2,450.00

The adjustments set forth above shall be computed 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. Payroll Computation. The Director of Finance is authorized to change any amounts specified in this Agreement to the nearest number of dollars and cents evenly divisible by the number of pay periods in the City's fiscal year, currently twenty-six (26). In no event shall the Director of Finance make payments pursuant to this Agreement less often than monthly, nor shall wages be withheld for longer than ten (10) days after the close of the period for which wages are payable.

Section 4. Special Compensation for Court Appearances. Fire Department employees, when required to appear in Court at a time when the beginning and end of the appearance is wholly during off duty hours, shall be paid for the actual time spent in attendance at Court, including reasonable travel time, subject to a minimum on any calendar day of three (3) hours if an appearance is required only in the Shaker Heights Municipal Court and a minimum of five (5) hours if the appearance involves any other Court. In the event that an employee is required to report to duty earlier than normally scheduled in order to appear in Court, following which he commences his normal shift of duty, or is required to remain on duty after his normal quitting time to complete a Court appearance which begins while on duty, he shall be treated as being on overtime during those extra hours, instead of the foregoing minimums. In that case, Article VIII, Section 2(C) shall apply to such overtime hours. No employee shall be entitled to payment under this Section unless required to appear in Court by the directive of the Fire Chief or the highest ranking officer on duty or by a directive of the Department of Law, or by subpoena legally issued and served in a case in which the City is a party to the action, either directly or as the arresting entity in a criminal action prosecuted in the name of the State of Ohio.

Section 5. Educational Incentive. Any employee who satisfactorily completes 39 credit hours of study in fire technology shall be entitled to an annual bonus of 1/2 of 1.00% of base pay. Any employee who completes a course of study in fire technology and receives the Degree of Associate in Fire Technology and/or Emergency Medical Technology from a college

or university accredited by the governmental entity having jurisdiction over it shall be entitled to an annual bonus of 1.00% of base pay. Any employee who receives the Degree of Bachelor of Science in Fire Technology and/or Emergency Medical Technology from such college or university shall be entitled to an annual bonus of 2.00% of base pay. An employee holding both an Associate and a Bachelor degree shall be entitled only to a total annual bonus of 2.00% of base pay. Payment shall be made on or before June 15th of each calendar year to any employee who has provided the Fire Chief with evidence satisfactory to the Law Director and/or the Finance Director that such degree has been obtained. The educational incentive described in this section only applies to employees who have completed one (1) or more years of employment, payable at the end of the second year. Employees who receive tuition assistance through Article XVIII, Section 9 for any course which comprises the credit hours or is part of the course work for the degrees described above is not eligible for the Education Incentive.

Section 7. Deferred Compensation. Employees who wish to participate in a Deferred Compensation Plan shall execute an authorization directed to the Finance Department for payroll deduction acknowledging therein that their participation and the selection of the plan is based solely upon his or her own choice and may be terminated at will, and further acknowledging that the City of University Heights has not evaluated or approved such plan nor is the City of University Heights in control of the management, administration, accounting, or investment practices and policies relating to any such plan, nor with regard to counseling any participant with regard to the interpretation of, or actions pursuant to, any such plan.

Section 8. Pension "Pick Up" Payments. The City agrees to "pick up" the employee's contribution to the Police and Fire Disability and Pension Fund. The employee's gross salary shall be reduced by the full amount of said contribution. The employee's contributions which are "picked up" by the City shall be treated in the same manner as contributions made by members prior to the commencement of the "pick up" program and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund benefit calculations, and for the purposes of the parties in fixing salaries and compensation of employees as set forth in this contract. The City's contribution to the Police and Fire Disability Pension Fund will be calculated on the full salary of members before the "pick up" is deducted from gross salary. In the event this plan does not receive IRS approval, this section shall be null and void.

Section 9. Paramedic Coordinator, Infection Control Officer and HASRT Leader.

- (A) The Paramedic Coordinator shall receive an annual assignment pay of three and one-half percent (3.5%) of base pay for the life of this Agreement. This pay shall be made in the same manner as regular pay and shall be divided by twenty-six (26), and paid with the regular wages for the corresponding bi-weekly pay period. Paramedic Coordinator pay shall not be included in base pay except as discussed above.
- (B) The Infection Control Officer shall receive an annual assignment pay of one and one-quarter percent (1.25%) of base pay for the life of this Agreement. This pay shall be made in the same manner as regular pay and shall be divided by twenty-six (26), and paid with the regular wages for the corresponding bi-weekly pay period. This Infection Control Officer pay is not included in base pay.
- (C) The HASRT Leader shall receive an annual assignment pay of one-half percent (0.5%) of base pay for the life of this Agreement. This pay shall be made in the same manner as regular pay and shall be divided by twenty-six (26), and paid with the regular wages for the corresponding bi-weekly pay period. This HASRT Leader pay is not included in base pay.

Section 10. Fire Inspectors. Any employee who is not an officer but is assigned to perform the duties normally performed by the Fire Inspector shall be compensated at the hourly rate of a lieutenant for the duration of that assignment. If said employee is under the Transitional Work Program under the Bureau of Workers Compensation, he or she shall be compensated at his or her normal base rate provided that the Fire Inspector remains assigned to a forty (40) hour work week.

Section 11. Acting Officer Pay.

- (A) Firefighters designated by the Fire Chief will be paid Acting Officer Pay for hours worked under the following circumstances only:
 - 1. In the event that the promoted officer on duty must leave the City limits to respond to an “actual fire call” (defined to exclude “alarm drops” and other calls

at the discretion of the Fire Chief) and there is no promoted officer within the City limits; or

2. If the sole promoted officer on duty orders a firefighter to take charge of an apparatus and its crew and respond outside the City limits to an actual fire call.
- (B) Under the circumstances described above, the most senior firefighter on duty and designated by the Fire Chief will perform all the duties of a promoted officer and will be paid at the straight time base hourly rate for a Lieutenant for a minimum of four (4) hours for each hour or part of an hour spent performing such duties and for the actual time spent performing such duties for all hours over four (4) during a single twenty-four (24) hour shift.
- (C) Firefighters who do not wish to be designated as eligible to serve as Acting Officer under the above provision must submit a written statement to the Fire Chief.

ARTICLE X-HOLIDAYS

Section 1. Each employee not on platoon basis shall be granted eleven (11) paid holidays (88 hours) per year to be taken at such times as are approved by the Fire Chief.

Each employee working on the platoon basis (24 hours on – 48 hours off) shall be credited with Paid Holiday hours as provided in Section 3 of this Article.

Section 2. In addition to holidays and in order to maintain an average forty-nine and ninety-two one hundredths (49.92) hour work week, each employee shall receive, subject to approval by the Fire Chief as to the exact day, one (1) twenty-four (24) hour “special day” off duty every twenty-seven (27) calendar days. Scheduling of such days is within the sole discretion of the Fire Chief, as is all other work and time-off scheduling.

Section 3. Employees who are scheduled to work on July 4th, Thanksgiving, and/or Christmas Day (0800 to 0800) shall receive compensation at their overtime hourly rate in Article VIII. Employees who are mandated to work on July 4th, Thanksgiving, and/or Christmas shall receive double time.

Each employee will be entitled to receive three (3), twenty-four (24) hour Paid Holidays. Effective January 1, 2012, each employee will be entitled to receive four (4) twenty-four (24) hour Paid Holidays. Employees must schedule Paid Holidays in accord with Article XI, Section 4 as part of the Vacation Day scheduling day process. An employee who is eligible to receive compensation for unused Paid Holidays pursuant to Article XVIII, Section 3, will not be required to schedule Paid Holidays during the calendar year of his retirement.

Section 4. An employee who works less than a full year shall be eligible to receive one (1) holiday for each four (4) months of service.

ARTICLE XI-VACATIONS

Section 1. Each full-time employee assigned to a platoon shall be entitled to annual vacation with pay on the following basis:

- (A) During the first calendar year (January 1 - December 31) in which the employee is employed on a full-time basis, he is not entitled to a full five (5) tours of vacation (120 hours); however, if he shall have worked more than six (6) months and less than one (1) full year, he shall be entitled to two (2) tours of vacation (48 hours) for that first calendar year.
- (B) During the second and each subsequent calendar year in which the employee is employed, he shall be entitled to five (5) tours of vacation (120 hours) if he shall have completed one full year of employment on or prior to June 30 of that year.
- (C) In any calendar year thereafter in which the employee will have completed seven (7) continuous years of full-time employment on or prior to June 30 and in each subsequent year, the employee shall be entitled to seven (7) tours of vacation (168 hours).
- (D) In any calendar year thereafter in which the employee will have completed thirteen (13) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to ten (10) tours of vacation (240 hours).

- (E) In any calendar year in which the employee will have completed nineteen (19) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to twelve (12) tours of vacation (288 hours).

Section 2. Each full-time employee scheduled to work five shifts per week of 40 hours shall be entitled to annual vacation with pay on the following basis:

- (A) During the first calendar year (January 1 - December 31) in which the employee is employed on a full-time basis, he is not entitled to a full two (2) week vacation (80 hours); however, if he shall have worked more than six (6) months and less than one (1) full year, he shall be entitled to one (1) week of vacation (40 hours) in that first calendar year.
- (B) During the second and each subsequent calendar year in which the employee is employed, he shall be entitled to two weeks of a vacation (80 hours) if he shall have completed one full year of employment on or prior to June 30 of that year.
- (C) In any calendar year thereafter in which the employee will have completed seven (7) continuous years of full-time employment on or prior to June 30 and in each subsequent year, the employee shall be entitled to three weeks of vacation (120 hours).
- (D) In any calendar year thereafter in which the employee will have completed thirteen (13) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to four weeks of vacation (160 hours).
- (E) In any calendar year in which the employee will have completed nineteen (19) years or more of continuous service on or prior to June 30, and in each year thereafter, the employee shall be entitled to five weeks of vacation (200 hours).

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 the Fire Chief. Rank and seniority shall be given preference in selecting the vacation times and in making up the vacation list for the employees in the Fire Department.

Vacation leave shall not be cumulative and no period during which an employee was suspended or was on leave of absence shall be computed in determining either an employee's right to a vacation or the duration of such vacation.

Every employee shall be required to take a vacation with pay for a period determined in accordance with Section 1 or Section 2 of Article XI, and no additional or extra compensation shall be paid to an officer or employee who does not take a vacation. In special and meritorious cases, where limitation of the annual vacation leave to any one calendar year would work particular hardship, such leave may, at the discretion of the Mayor, be paid in cash in lieu of time off.

ARTICLE XII-HOSPITALIZATION

Section 1. Hospital and Surgical Insurance.

Each employee having more than ninety (90) days of continuous service with the City shall be entitled to coverage under a group policy of health insurance to be carried by the City. In addition, the City will provide a group policy of dental coverage. The City and the employees shall pay the premium costs associated with the health and dental insurance as set forth in this Article whether single or family plan. Employees will be required to participate in the dental program as required by the underwriter.

Section 2.

(A) The City reserves the right to change carriers as long as the benefit levels remain substantially the same, which shall contain benefits no less than the following:

Group Health Insurance Plan Design

The City will provide health insurance coverage according to the following plan design as of November 1, 2011.

Annual Deductible	Up to \$500.00 for single coverage Up to \$1,000.00 for family coverage
Annual co-insurance	20% of first \$2,500 single; 20% of first \$5,000 family
Maximum Lifetime Benefit	\$2,500,000 or as required by law
Annual Maximum Out of Pocket Costs (annual deductible and annual co-insurance)	\$1,000.00 single and \$2,000.00 family
Office Visit Co-Pay	Maximum of \$25.00 per visit
Emergency Room Co-Pay	Maximum of \$150.00 per visit
Urgent Care Co-Pay	Maximum of \$50.00 per visit
Prescription Drug Co-Pays:	Maximum of:
	Generic \$10.00
	Brand/Formulary \$35.00
	Non-Formulary \$50.00

Emergency care is not subject to the non-network co-payment.

- (B) An agreement has been reached allowing the employee, at their option, to elect not to participate in the City-offered health care plan for a minimum of two years and to be compensated \$300.00 per month for family and \$100.00 per month for single for such election. Provided, however, employees are eligible to enroll in the City's plan at any time as a result of a spouse's loss of coverage. Further, employees may opt to enroll back into the plan during the normal open enrollment period after the two year minimum is fulfilled or unless loss of coverage is substantiated.

Section 3. Life Insurance. The City shall provide a term life insurance policy, with a face value of the following for each employee:

November 1, 2011 to October 31, 2012	\$30,000.00
November 1, 2012 to October 31, 2013	\$40,000.00
November 1, 2013 until the negotiation of a successor to this agreement	\$50,000.00.

Section 4. Employee Health and Dental Insurance Premium Payment:

Employees will contribute a percentage of the combined cost of health and dental insurance premiums for the coverage selected up to the following maximum amounts during the life of this Agreement as set forth below:

Effective Date Monthly Premium Payment

November 1, 2011 through October 31, 2012

6% of the combined monthly dental and group health premiums up to:

Single	\$29.97
Family	\$83.43

November 1, 2012 through October 31, 2013

7% of the combined monthly dental and group health premiums up to:

Single	\$36.72
Family	\$102.20

November 1, 2013 until the negotiation of a successor to this agreement

9% of the combined monthly dental and group health premiums up to:

Single	\$49.57
Family	\$137.97

The employee premium contributions set forth in this Section will be by payroll deduction in equal amounts from the first two monthly pay periods.

Section 5. HSA/High Deductible Option

The parties agree to meet and discuss group health coverage under a health savings account/high deductible option during the term of this Agreement.

Section 6. Health Insurance Committee

The City will convene a Health Insurance Coverage Advisory Committee (“Committee”) for the purpose of reviewing the City’s current health insurance coverage and considering options available for City employees in the future. The Committee’s goal is to identify and recommend health insurance coverage available to the City that is both cost-effective for the City and its employees and provides benefits that best meet the employees’ health insurance needs. The Committee may consider specific factors including, but not limited to, premium costs, benefits, co-payments, deductibles, out-of-pocket costs, wellness initiatives, insurer networks and co-insurance to achieve its goal. As part of its review and recommendations, the Committee may also consider options for group dental coverage, vision coverage and/or alternatives to the City’s current group health insurance coverage.

Committee members will include the Finance Director, who will chair the Committee, up to two (2) employees from each of the City’s collective bargaining units, up to two (2) employees from the City’s unrepresented employees and up to two (2) City directors. The Mayor may attend Committee meetings at his or her discretion. The Finance Director will establish meeting times and dates and set meeting agendas with the input of Committee members. Committee meetings may include presentations from health insurance consultants and/or insurer representatives to gather information and/or facilitate its discussions.

The Committee will meet no fewer than one hundred and twenty (120) days prior to the City’s annual health insurance renewal date and as frequently thereafter as determined by the Finance Director in consultation with Committee members. No fewer than 30 days prior to the City’s renewal date, the Committee will present its recommendations to the Mayor. The Mayor will consider the Committee recommendations when making a recommendation to City Council on legislation for health insurance coverage. Notwithstanding the Committee’s recommendations, the City retains final authority on determining employee health insurance benefits in accordance with the express provisions of this Agreement and as otherwise required by law.

ARTICLE XIII-LEAVES OF ABSENCE

Section 1. Sick Leave.

- (A) Computation of Sick Leave. Each employee of the City of University Heights shall be entitled for each completed 80 hours of work (excluding overtime hours) to sick leave of 4.6 hours with pay.
- (B) Authorized Use of Sick Leave. Employees may use sick leave, upon approval of the Fire Chief, for absence due to personal illness, paternity leave, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and to illness or injury in the employee's immediate family. For purposes of this Section, "immediate family" shall include the employee's spouse, children, parents, brothers and sisters, parents-in-law, son or daughter-in-law, grandparents and parent of employee's children.
- (C) Sick Leave Accumulation. Unused sick leave shall be cumulative without limit. No accumulation credit shall be given to any employee hired by the City of University Heights who has previously accumulated sick leave due from some other public agency. An employee of the City of University Heights who leaves the employment of the City and is rehired within ten (10) years from the original date of termination shall be entitled to such sick leave as had been accumulated to the time of the original termination of employment, providing he has not already been paid for such accumulated sick leave.
- (D) Justification of Sick Leave. The Fire Chief shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate from a licensed physician stating the nature of the illness shall be required to justify the use of sick leave. At the discretion of the Fire Chief, a certificate from a licensed physician may be required in advance of granting sick leave. Falsification of either a written, signed statement by the employee or a physician's certificate shall be grounds for disciplinary action, including dismissal.

(E) Cash Payment on Retirement.

(1) At the time of retirement from active service with the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of retirement, to be paid in cash at a rate of twenty-five percent (25%) of the first 2,000 hours of his/her accrued but unused sick leave balance, and the remainder of the unused sick leave balance to be paid at forty percent (40%). Such payment shall be based upon the employee's base pay at the time of retirement (excluding longevity and assignment pay) divided by 2,704 hours (after December 14, 2008, 2,595.84 hours will be used to calculate the base pay rate). Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(2) Cash Payment on Termination of Employment. At the time of termination of employment from the City, providing that the employee has completed ten (10) or more years of service, the employee may elect, by filing written notice to the municipality within thirty (30) days prior to the effective date of termination in all cases except where termination is for cause, to be paid in cash for accrued but unused sick leave credit, not to exceed 2,600 hours. Entitlement will be based on years of service over ten (10) completed years calculated at 1% per year. (Example: Ten (10) completed years equals 10% of unused sick leave credit and fifteen (15) completed years equals 15% of unused sick leave credit.) Such payment shall be based upon the employee's base pay at the time of termination (excluding longevity and assignment pay) divided by 2,704 hours (after December 14, 2008, 2,595.84 hours will be used to calculate the base pay rate). Such payment shall eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee.

(3) **Cash Payment on Death of Employee:** All accumulated sick leave of employees who die while employed by the City for any reason shall be paid to the employee's estate according to the provisions of Section 1 above.

(F) Sick Leave Incentive Bonus. During the twelve (12) month period ending December 31, employees will receive a sick leave incentive bonus payable in cash by the second pay period in January of the following year.

Any employee hired during the months of January, February, March or April who uses no sick leave for the remainder of the calendar year shall be entitled to the maximum bonus as listed below.

Any employee hired during the months of May, June, July or August who uses no sick leave during the remainder of the year will be entitled to a maximum of 40 hours pay.

Any employee hired during the months of September, October, November or December who uses no sick leave during the remainder of the year will be entitled to a maximum of 20 hours pay.

BONUS

<u>Sick Leave Used</u>	<u>Pay</u>
0 hours used	60 hours
Greater than 0 up to 48 hours	40 hours
Greater than 48 up to 72 hours	20 hours
Greater than 72 hours	0 hours

For any new employee not entitled to the maximum bonus, the following also applies. When the employee's sick time used accumulates to greater than zero (0) hours, up to and including 48 hours, the bonus will decrease by one step. The same applies for sick leave usage greater than 48 hours, up to and including 72 hours.

(G) High Risk Injuries.

(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 three (3) twenty-four (24) hour working days, "high risk" sick leave may be granted in lieu of regular sick leave beginning with the fourth work day taken for sick leave during such total disability, not to exceed ninety (90) calendar days. If, at the end of such ninety

(90) day period, the employee is still 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.

- (2) "Total disability" shall mean the physical disability of an employee to perform regularly assigned duties at the station and/or otherwise engage in any other gainful employment.
- (3) In order to qualify for "high risk" sick leave, the following criteria shall be certified by the Fire Chief and approved by the Safety Director and the Mayor:
 - (i) The injury or illness occurs during an employee's on-duty response to and/or performance of his duties during an emergency response or high-risk training. However, if it is determined that the injury is due to an employee's use of narcotics, intoxicants or willful misconduct, the employee will not be entitled to high risk sick leave and may be subject to discipline up to and including termination.
 - (ii) The illness is the direct result of or is caused by performing in an emergency situation and results in contagious or infectious diseases classified pursuant to O.R.C. 3701.24(B) which are contracted as a direct result of employment-related activities, provided, however, the City retains the right to determine, through separate medical examination, whether or not said disease was employment-related.
 - (iii) The event herein described must be duly logged and a written report submitted to the Chief's office during the shift in which it occurs, or, in the case of exposure to a contagious disease, as soon as practicable after the employee first becomes aware of the exposure.
 - (iv) Medical evidence has been provided within a reasonable period (no more than fourteen (14) days) of time from the employee's treating physician

and/or the City physician, establishing the cause, nature, and extent of the injuries, the likelihood of the term of disability, and the medical probability of full recovery and eventual return to work.

- (v) The firefighter shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the firefighter signs a waiver and assignment to the City for amounts payable under Workers' Compensation for temporary disability benefits, and for any other City paid insurance benefits.
- (4) Any vacation time, compensatory time 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 2. Funeral Leave. Any employee experiencing a death in the immediate family, which shall be construed to mean the spouse, child, parent, sibling or and the parent, child, or sibling or of the spouse of the employee, shall be entitled, with prior permission of his immediate supervisor, to three seventy-two (72) hours paid leave of absence from and after the time of death if working on shift and twenty-four (24) hours paid leave of absence from and after the time of death if working forty hours a week. An employee experiencing a death of the immediate grandparent of the employee or the immediate grandparent of the spouse of the employee, shall be entitled to 48 hours of paid leave of absence from and after the time of death. Such leave may be optimized by scheduling around regular days off. In the event the deceased is the employee's or employee's spouses' parent, spouse, or child, the leave may be extended by two days' unpaid leave of absence. The unpaid leave of may be covered for pay by use of the employee's vacation or holiday. Otherwise such funeral leave shall not be considered the use of sick leave.

Section 3. Military Leave. Employees shall be granted leaves of absence for military duty in accordance with federal and state law.

Section 4. Jury Duty. An employee, while serving upon a jury in any court of record, shall be on a paid leave of absence 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 5. Unpaid Personal Leave. Leaves of absence for good reasons without pay or other fringe benefits may be granted at the sole discretion of the Fire Chief and the Mayor.

Section 6. Rescheduling Due to Jury Duty, Funeral Leave or Extended Disability. In the event a jury duty assignment or funeral leave should occur during an employee's vacation, holiday or compensatory time, the affected employee may reschedule such time off pursuant to current policy to other available off time.

Any vacation, holiday or compensatory time which is scheduled during any extended period of disability (i.e., more than two consecutive sick days) shall be rescheduled within a reasonable time following such employee's return to duty.

ARTICLE XIV-CLOTHING ALLOWANCE AND UNIFORM MAINTENANCE ALLOWANCE

Section 1. Firefighter Turnout Gear.

- (A) Newly-appointed firefighters and lieutenants (where applicable) shall receive an initial full set of turnout gear, affording protection equal to, or better than, that provided to all members of the department. If such appointee does not receive a permanent appointment, he shall return the turnout gear to the Fire Department.
- (B) All members of the Fire Department will be provided with turnout gear which provides adequate protection for the duties to which they are assigned.
- (C) All turnout gear issued shall meet minimum current NFPA and NIOSH safety specifications.

(D) Repair and Replacement:

- (1) Turnout gear which is damaged in the line of duty shall be promptly repaired or replaced by the Employer, so that the level of protection afforded by the garment is not compromised.
- (2) Turnout gear which has become worn through repeated use, to the extent that the level of protection is impaired, shall be promptly repaired or replaced by the Employer, so that the level of protection afforded by the garment is not compromised.

Section 2. Clothing Allowance for Required Uniform Apparel.

- (A) A cash allowance of six hundred and twenty-five dollars (\$625.00) for the purchase and maintenance of prescribed uniforms shall be given to each employee by the first pay in June and the first pay in December, for a total of one thousand, two-hundred and fifty dollars (\$1,250.00) annually. No employee shall be eligible for such allowance until completing six (6) months of active duty. An employee, whose employment is terminated, for whatever cause, shall receive a pro rata share of his allowance. Computation of the pro rata share shall be by a fraction in which the numerator is the number of days between January 1, or July 1, and the date of termination, whichever is applicable, and the denominator is 180.
- (B) The Fire Prevention Officer shall receive a cash payment of an additional One Hundred Dollars (\$100) per calendar year for the purchase of regularly prescribed uniforms for inspection purposes. This payment will be made in two installments of fifty dollars (\$50.00) as part of the payment set forth in Subsection (A) above.
- (C) The Chief of the Fire Department shall be responsible for prescribing the necessary uniforms. A written list of the Required Uniform Apparel shall be provided to each member by the Fire Chief.
- (D) Newly-appointed firefighters shall receive an initial full set of uniforms as required on the Required Uniform Apparel List provided to each employee by the Chief, in lieu of the

annual uniform allowance for the first year. If such appointee does not receive a permanent appointment, he shall return the uniforms to the Fire Department.

- (E) Each member of the Fire Department shall be entitled to receive reimbursement for all actual expenses to repair or replace uniforms which are damaged in the line of duty.

- (F) Employees who have accrued but unused clothing allowance amounts under the parties' 2008-2011 Agreement as of the date this Agreement takes effect may draw down those amounts according to the City's existing clothing purchase procedures. The City will make cash payment to employees with accrued but unused clothing allowance balances in the amount of 50% of said balance on or before December 31, 2011 and will make cash payment of any remaining balances on or before December 31, 2012. If an employee retires with a service or disability pension prior to December 31, 2012, the City will make cash payment of any remaining accrued but unused clothing allowance balance as of the date of retirement.

Section 3. Clothing Allowance Carryover. Clothing allowance amounts not used in a given calendar year may be accumulated and used in the next subsequent calendar year, in addition to the full allowance available for such year. Charges allowed to be used in such subsequent year shall be first applied to the carry-over accumulations and then to the normal allowance for the year. Pursuant to the transition to cash payment of clothing allowance with the commencement of this Agreement, this Section will cease to have effect when all employees' with clothing allowance amounts accrued according to the terms of this Section at the commencement of this Agreement have drawn down or been paid out those amounts according to Section 2(F) above.

ARTICLE XV-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:

Section 2. Seniority shall be broken when an employee:

- (A) Quits or resigns;
- (B) Is discharged;
- (C) Is laid off more than three (3) years;
- (D) Is absent without notice for three (3) consecutive work 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).

Section 3. Probationary Period.

- (A) All new employees shall be considered to be on probation for a period of eighteen (18) 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, but will have recourse to the civil service procedure. Provided, however, that any contractual interpretation dispute involving a probationary employee may be referred to the grievance procedure as a policy grievance.
- (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. Layoffs. When, in the judgment of the City, a reduction in force is necessary, the City shall determine the number of employees to be laid off from each of the job classification(s) (ranks) and the employees shall be laid off from such classification(s) in order of least seniority, providing the employees retained can fully perform all the duties and responsibilities of the classification.

ARTICLE XVI-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. The time limits for processing a grievance will be strictly adhered to and may be expanded only by written, mutual agreement of the parties.

Section 2. A grievance is a dispute or difference between the City and the Union, or between the City and an employee, concerning the interpretation and/or application of and/or compliance with any provision of this Agreement including all disciplinary action. Oral and written disciplinary warnings may be grieved through Step 3 of the grievance procedure set forth below, but the Mayor's Step 3 decision is final and may not be arbitrated. However, where a written reprimand is considered when issuing a later suspension, demotion or termination, the justifications for the written reprimand may be included in any arbitration of later disciplinary actions based upon it. When any such grievance arises, the following procedure shall be observed:

Step 1: The employee and the highest ranking officer on the employee's shift shall meet to attempt to work out the grievance on an informal basis.

Step 2: If the grievance is not resolved under the informal method set forth in Step 1, a written grievance must be filed with the Fire Chief within fourteen (14) days of the alleged violation of this Agreement. Within fourteen (14) days after the filing

of the grievance, a meeting will be held among the appropriate management representative, the aggrieved employee(s), and if the employee(s) so elect(s), a representative of the Union. Within fourteen (14) days of this meeting, the management representative shall issue a written answer to the grievance.

Step 3: If the grievance is not satisfactorily settled in Step 2, the aggrieved member and/or the Union may file an appeal with the Mayor of the City or the Mayor's designated representative within fourteen (14) days after the receipt of the Step 2 decision. Such appeal shall be in writing, shall include a copy of the original grievance, and shall specify the reason why the aggrieved employee(s) and/or the Union believe(s) that the Step 2 decision is in error. The Mayor or his designated representative shall reply in writing within fourteen (14) days thereafter.

Step 4: If the grievance is not satisfactorily settled in Step 3, and does not arise from an oral or written disciplinary warning, the Union may, within twenty-one (21) days after receipt of the Step 3 answer, submit the matter to arbitration. The Union shall notify the American Arbitration Association and the City simultaneously of its intent to appeal the grievance to arbitration. Upon written notice of the Union's intent to arbitrate a grievance, the American Arbitration Association shall submit a panel of seven (7) arbitrators to each party, and the arbitrator will be chosen in accordance with the Association's then applicable rules and regulations. All fees and expenses of the arbitrator shall be borne equally by the parties. Arbitration hearings shall be held in the City of University Heights on City property.

Section 3. The Union 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.

Section 4. In the event the grievance proceeds to arbitration, the arbitrator shall have jurisdiction only over the dispute arising out of the grievance, and in reaching his decision, the

arbitrator shall have no authority to add to or subtract from or modify in any way the provisions of this Agreement.

Section 5. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decisions, results, or settlements reached under the terms of this Grievance Procedure, shall be final, conclusive, and binding on the City, the Union, and the employees.

ARTICLE XVII-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, walk-out, concerted "sick" leave, work stoppage, sympathy strikes, picketing, or interference of any kind at any operations of the City. Furthermore, all lawful orders of superior officers shall, at all times, be followed and immediately complied with.

Section 2. Any employee who violates Section 1 of this Article shall, at the discretion of the City, be subject to discharge (selective or otherwise) 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 is prohibited and is 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.

Section 4. The City shall not lock out any employee for the duration of this Agreement.

ARTICLE XVIII-MISCELLANEOUS

Section 1. 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.

Section 2. Special Pay to Employees Who Retire and Have Completed 25 Years of Service. Any employee who has completed 25 years of service by December 31st of any current calendar year and who otherwise qualified for a vacation under Article XI and who remains a full-time employee through June 30th of the current calendar year shall, upon death or retirement during such current calendar year, be entitled to two weeks vacation compensation equal to eighty (80) hours computed by dividing their base annual wage by 2,080 hours. In addition, such employee shall be entitled to receive compensation for five (5) holidays equal to forty (40) hours computed by dividing their base annual wage by 2,080 hours. The foregoing total of 120 hours of compensation shall be reduced by any vacation and holiday time taken to the extent such was earned during the current calendar year through June 30th. There shall be no prorations.

Section 3. Union Business.

- (A) Union members shall be permitted to perform Union business (including Union meetings) on the premises of the Department, provided that the normal work and duties are not interrupted by such business, and that the Fire Chief is notified in advance and approved of such meetings.
- (B) Employees elected or appointed to represent the Union shall be granted paid leave not to exceed an aggregate of two (2) twenty-four (24) hours days per year, in order to attend the Union business, such as seminars, conferences, or conventions, and provided that the time and place of such Union business shall be presented to the Chief in advance, for

approval, and such approval shall not be unreasonably withheld, and further provided that no more than two (2) members of the department may be off at any one time.

Section 4. Locker Facilities. The Employer shall provide individual locker facilities for all employees.

Section 5. Shift Exchange. Employees shall have the right to exchange shifts when the change does not interfere with the operation of the Fire Department. No employee shall be entitled to overtime compensation if he voluntarily works an additional shift as a favor to another employee to be repaid by the other employee in terms of extra duty at a later date (commonly referred to as "trading shifts"). The trading of shifts shall require the approval of the Chief.

Section 6. Discipline and Discharge.

- (A) No employee shall be disciplined or discharged without just cause. All employees shall be treated fairly and equally.
- (1) Any employee has the right to the presence and advice of a Union representative at any and all disciplinary interrogations.
 - (2) Discipline will be applied in a corrective, progressive and uniform manner.
 - (3) Whenever the City and/or its designee determines that there may be cause for an employee to be suspended, demoted or discharged, a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be as follows:
 - (a) The employee shall be provided with a written notice advising him of the nature of the charges and the date, time and location of the hearing.
 - (b) A pre-disciplinary conference shall be held during the employee's scheduled duty time whenever possible. Said employee shall remain in pay status for the duration of the conference.

- (4) Following the conference, any employee receiving an order of suspension, reduction or dismissal may appeal such order at Step 3 of the grievance procedure.
- (B) It is recognized by the parties that the City may establish regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the City and its employees. Upon notification to the City, all employees shall have access to their own individual personnel file for review of documents contained in said personnel files. In addition, an employee may inspect his file in response to a pending grievance or official matter. A representative of the City shall be present during the review of the file.
- (C) Records of disciplinary actions will cease to have force and effect and will not form the basis for future disciplinary matters for purposes of progressive discipline under the following time frames:
- | | | |
|-----|---------------------------|-----------|
| (1) | Verbal warnings | 12 months |
| (2) | Written warnings | 18 months |
| (3) | Suspensions and demotions | 24 months |
- (D) The City and the Union recognize and agree to preserve and protect the constitutional rights of all persons. Accordingly, any disciplinary actions taken as a result of, or arising from, an alleged violation of the rights of any person guaranteed by the Constitution or laws of the United States or the State of Ohio shall be permanently subject to consideration in future disciplinary action. However, if union member is subsequently exonerated by a court of law in a criminal or civil action regarding an alleged violation of a person's rights, such record will be removed from future consideration and the file will indicate that the Union member has been exonerated.

Section 7. Labor-Management Committee. There shall be a labor management committee meeting on an as-needed basis at which time the Chief and/or the Safety Director, and appropriate members of the Union will meet to discuss common problems.

Section 8. Tuition Assistance. Any employee who attends an accredited college and who receives a grade of "C" or better in fire-related course(s) shall be eligible to receive tuition reimbursement, provided that the employee receives permission from the Chief to take the course(s). If the employee elects Tuition Assistance under this Section, he waives the right to receive the Education Incentive set forth in Article IX, Section 5 of this Agreement.

Section 9. Liability Insurance. The City shall provide malpractice liability insurance which covers each employee for any claim for damages arising out of his employment, except where such employee is found by a court to have acted in a willful, wanton or malicious manner which shall exclude coverage for attorney costs and litigation expenses, if necessary.

Section 10. Pay checks. Pay checks shall be issued every other Thursday. An employee off duty for two weeks or more may have his check mailed to his home upon request.

Section 11. Uniforms on off-duty time. Employee shall not be required to wear a uniform at any time except his regularly scheduled duty hours and during time for which the employee is being paid. (Except for ceremonial occasions and funerals). Employees shall be permitted to use their individual locker facilities on the premises for changing into and out of uniform.

Section 12. Critical Incident Stress Debriefing. In the event critical incident stress debriefing is needed, at the discretion of the Fire Chief, debriefing shall be permitted and adequate shift manning will be maintained.

ARTICLE XIX-PARAMEDICS

Section 1. Definitions.

- (A) Paramedic. A paramedic is an employee of the City of University Heights and a member of its Department of Fire who, in addition to being a firefighter, has completed all course work and has received a paramedic certification from the State of Ohio pursuant to 3303 O.R.C. and is performing paramedic activities.

(B) Paramedic Coordinator. Paramedic coordinator shall be designated by the Chief of Fire and has all of the above-noted qualifications as well as responsibility for coordination of paramedics working for the City. The paramedic coordinator is directly responsible to the Chief of Fire.

Section 2. Removal of Paramedic or Paramedic Coordinator. The Chief may only remove the paramedic coordinator from his assignment for just cause. A certified paramedic may only be removed from his/her assignment by reason of incompetence, i.e., failure to perform his/her duties, and/or physical or mental disability.

Section 3. A full complement of paramedics, including the coordinator within the Fire Department, will amount to a minimum of 15 employees and an optimum of 18 employees. There will be no less than two paramedics to serve on the front squad (A squad) and one paramedic to serve on the back-up squad (B squad), when possible, and sufficient paramedic employees to cover for such employees who are absent from work for any reason.

Section 4. When the number of paramedics in the Department reaches a total of 19, the paramedic with the most overall seniority as a University Heights Paramedic shall be able to cease functioning as a paramedic for the City. In case of a tie, the overall seniority will be used. This procedure will occur each time the number of paramedics reaches 19. However, under no circumstances shall employees be required to drop their paramedic card, or allow their certification to lapse, nor will employees be permitted to drop their paramedic card, or allow their certification to lapse until they have at least eight years of service with the City. At all times after the initial start-up period, there shall be at least 15 employees in the paramedic service with an optimum number of 18, except for circumstances beyond the control of the City.

Section 5.

All firefighters hired shall be certified paramedics.

Section 6. All firefighters shall be subject to blood and urine tests for a baseline determination of infectious disease as noted in 3701.24(B) O.R.C. The City will hold the Union harmless from any litigation which might result from application of this clause. No drug testing will be held without probable cause.

Section 7. The City will pay for diagnostic tests for any employee who is exposed to contagious diseases.

ARTICLE XX-LEGALITY

It is the intent of the City and the Union that this Agreement complies 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-DURATION

This Agreement represents an understanding between the City and the Union, and it shall be effective until midnight June 30, 2014, and thereafter from year to year, unless at least sixty (60) day prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. If such notice is given, negotiations shall be promptly commenced and this Agreement shall remain in full force and effect until an amended Agreement is agreed to or, on or after June 30, 2014, either party gives sixty (60) days' notice of an intention to terminate this entire Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands this _____ day of _____, 2011.

CITY OF UNIVERSITY HEIGHTS

By: Susan K Speld

By: John E. Gitchler

By: approved as to form:

K.F. 10-17-11

**INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 974**

By: David Holt Pres

By: Bob P... TRES

By: [Signature]