



**CLEVELAND  
HEIGHTS** 

11-MED-09-1314  
0537-04  
K29660  
04/01/2013

**AGREEMENT**

**BETWEEN**

**CITY OF CLEVELAND HEIGHTS**

**AND**

**CLEVELAND HEIGHTS FIREFIGHTERS  
ASSOCIATION LOCAL NO. 402**

**INTERNATIONAL ASSOCIATION OF  
FIREFIGHTERS, AFL-CIO**

**COMMENCING: April 1, 2012**

**TERMINATING: March 31, 2015**

## Letter Agreement

June 8, 2012

John Thomas, President  
Cleveland Heights Fire Fighters  
Association, Local No. 402, IAFF

Dear John:

This letter will confirm that the City of Cleveland Heights ("City") and Cleveland Heights Fire Fighters Association, Local No. 402, IAFF ("Union"), reached the following agreement during 2012 negotiations:

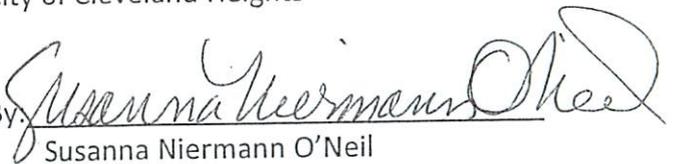
For the 2012 calendar year only, longevity compensation may, in the alternative, be paid in December for the year in which it is accrued.

All back pay for the underpayment of overtime for overtime hours and for compensatory overtime, for the period January 1, 2010 through December 31, 2012, shall be paid in a lump sum on or before January 15, 2013.

Sincerely,

City of Cleveland Heights

By:

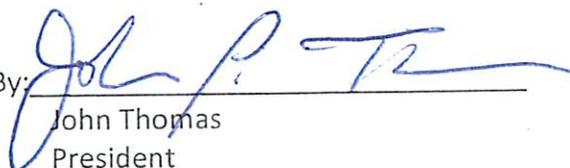


Susanna Niermann O'Neil  
Acting City Manager

AGREED:

Cleveland Heights Fire Fighters  
Association, Local No. 402, IAFF

By:



John Thomas  
President

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## AGREEMENT

This Agreement is effective April 1, 2012, at Cleveland Heights, County of Cuyahoga, and State of Ohio, by and between the City of Cleveland Heights, Ohio, hereinafter referred to as The City, and Cleveland Heights Fire Fighters Association, Local No. 402, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as The Association.

WHEREAS, the City and the Association desire to achieve and maintain harmonious relations between the City and Association; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper standards of wages, hours, terms and other conditions of employment. Now, therefore, The City and The Association do hereby agree as follows:

### Article I RECOGNITION

The City agrees to recognize the Association as the exclusive collective bargaining representative with respect to all matters pertaining to wages, salaries, hours, terms, and other conditions of employment for all employees of the Fire Department of this City except the chief, assistant chief, fire warden, secretary, dispatchers and supervisor of the joint dispatch center.

### Article II ASSOCIATION SECURITY

Section 1. All employees who are covered by this Agreement who are not members of the Association and who have been employed by the City for sixty (60) days or more shall, as a condition of employment, pay a fair share equal to the dues required to be paid by members of the Association. Said fair share fee shall be paid by payroll deduction as provided in the Article.

Section 2. Each member of the bargaining unit who is not a member of the Association shall pay to the Association a fair share fee equal to the dues paid by each member of the Association. This duty to pay a fair share fee shall be a condition of employment on the sixty-first (61<sup>st</sup>) day following the beginning of employment, or the effective date of this agreement, whichever is later. Said fair share fee shall be paid by payroll deduction as provided by this Article.

Section 3. The City shall deduct once each month from the pay of each member of the Association who has authorized such deductions any dues, initiation fees and assessments the Association may adopt. The City shall deduct once each month from the pay of each employee covered by this Agreement who is not a member of the Association a fair share equal to the amount of dues and assessments required to be paid by the members of the Association. The City shall transmit to the Association on or before the tenth (10<sup>th</sup>) day of the month all monies withheld during the month, along with an accounting as to the amount withheld from the pay of each employee and specifically identifying Association members and those employees paying a fair share fee.

Section 4. The Association is and shall continue to be the only employee organization which shall have the right to have its dues, initiation fees and assessments withheld by the City from the pay of the employees in the bargaining unit it represents.

Section 5. The Association shall indemnify and hold the City and any of its agents harmless against any and all claims, demands, suits and other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

### **Article III DISCRIMINATION**

Neither the Association nor the Employer shall discriminate against any employee on the basis of his or her membership or lack of membership in the association. The City and the Association further agree that there shall be no discrimination against any employee because of age, race, creed, religion, color, national origin, or sex.

### **Article IV MANAGEMENT RIGHTS**

The City of Cleveland Heights shall maintain the exclusive right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of The Public Employer, standards of service, its overall budget, utilization of technology, and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of governmental operations;
4. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
5. Suspend, discipline, demote or discharge for just cause or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the mission of The Public Employer as a government unit; and
10. To establish, modify and enforce reasonable policies, rules, regulations and standards for employee performance.

### **Article V SENIORITY**

Section 1. Seniority is the amount of time that an employee of the Fire Department has been employed by The City of Cleveland Heights in that Department. Time spent working for the City in other departments shall be counted for determining the amount of vacation leave and sick leave accrual, but shall not be considered in determining Fire Department seniority.

Section 2. Seniority shall be broken when an employee (a) quits or resigns, (b) is discharged, (c) is laid off for more than five (5) years, (d) fails to report for work when recalled from lay off within fourteen (14) days from the date on which the employee receives notice of recall by certified mail. It is the employee's obligation to notify the City of any change of address. The City shall forward notice required by this section to the last address supplied by the employee.

In the event of a reduction in force, the employees with the greatest seniority shall be retained.

Section 3. In the event of a layoff, management will notify the employee not less than fourteen (14) calendar days in advance of the lay-off date. In lieu of fourteen (14) calendar day notice of layoff, management shall compensate the employee an amount equal to 100 hours pay, including all pay that would normally be included had the employee worked 100 hours at regular time.

Section 4. In the event of a layoff, the Employer shall continue to provide health insurance, in the same manner as previously provided, through the end of the month following the month of the layoff.

Section 5. In the event of a layoff situation, members of the bargaining unit shall be laid off in accordance with their fire department seniority (last hired, first laid off).

Section 6. A recall from layoff will be based upon departmental seniority (last laid off, first recalled).

Section 7. To be eligible for recall, a laid-off employee must have maintained his State of Ohio Paramedic and Fire Fighter II certifications.

Section 8. During the period of recall eligibility, the City will allow laid-off employee(s) to participate in the Department's in-house class room training programs for the purpose of obtaining continuing education ("CE") hours required to maintain Ohio State certification as an Emergency Medical Technician, Paramedic, and/or Fire Fighter II. The City will allow members to participate in the Department sponsored CE training identified at no cost to the laid-off member. Participation by the laid-off employee is voluntary and restricted to class room training, and subject to the individual signing a waiver, provided by the City, releasing the City from liability for any injury or damages suffered during CE training. CE training requiring physical activity on the part of the employee will be provided upon recall, prior to starting on shift.

## **Article VI                    PROBATIONARY PERIOD**

The probationary period for new employees shall be two (2) years unless for good reason the Chief of the department, with City Manager approval, extends this period of probation an additional twelve (12) months. Within the probationary period, only those employees who have completed more than one-half (½) of the probationary period who shall be discharged shall be able to appeal the discharge under the grievance procedure set forth in the contract. Probationary employees may become members of the Association after sixty (60) days of employment.

## Article VII

## GRIEVANCE PROCEDURE

### Section 1.

- (a) No employee other than probationary employees shall be disciplined or discharged without just cause.
- (b) A grievance is defined as a dispute between an employee of the Fire Department and the City or between the Association and the City involving or arising out of the interpretation, meaning, and/or application of the provisions of this Agreement.
- (c) An employee who believes he has a justifiable grievance shall within seven (7) days of the occurrence of the facts which gave rise to the grievance, or within seven (7) days of the date that he became aware of the facts which gave rise to the grievance or present his grievance orally or in writing to the Fire Chief or his designee. The Fire Chief shall give his answer within five (5) days of the receipt of the grievance.
- (d) In the event that the grievance is not settled in step (c), the grievance shall then be submitted in writing to the Director of Public Safety/City Manager of the City or his designee, who shall thereafter meet and discuss the grievance with the individual and/or the designated representative of the Association within five (5) business days of receipt of the grievance. The Director of Public Safety/City Manager or his designee shall provide a written response to the grievant within five (5) business days of the meeting.
- (e) In the event that the grievance is not settled in step (d), the Association may within ten (10) days of the receipt of the response of the Safety Director/City Manager was to make his response, whichever occurs first, submit the grievance to final arbitration under the voluntary labor arbitration rules of the American Arbitration Association. In the event that the Association fails to submit the grievance to arbitration within the ten (10) day period, the grievance shall not be processed further.

The hearing shall be held at the earliest possible time on City property, each party to bear one-half (½) of the costs of all fees and expenses associated with the arbitration. In the event that one party desires a transcript of the arbitration proceedings, that party shall fully bear the cost of such transcript.

Any employee or City official requested to appear at the arbitration hearing by either party shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance exceed five, excluding the grievant(s) and the representative of the Association.

Section 2. Grievances shall be filed with the Grievance Committee of the Association first. The Association shall have final authority in its capacity as the 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 3. In the event that 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, subtract from, or modify in any way the provisions of this Agreement.

Section 4. 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 upon the City, the Association, and employees of The Cleveland Heights Fire Department.

Section 5. Once a grievance is timely filed, the parties may, by mutual agreement, extend the time in which to answer or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

In the event that the Director of Public Safety/City Manager or his designee does not respond in a timely fashion in any of the grievance procedural steps, then the grievance will be settled in the Association's favor. Also, if the Association does not file the grievance in a timely fashion in any of the grievance procedure steps, the grievance will be terminated and settled in the City's favor.

## **Article VIII NO STRIKE / NO LOCKOUT**

Section 1. Neither the Association, its officers, nor any of its members shall, during the term of this Agreement, directly or indirectly call, sanction, encourage, finance, and/or assist in any way or instigate or participate in any strike as that term is defined in Ohio Revised Code Section 4117.01(H) (Slowdown, job action, walkout, concerted sick leave, work stoppage, sympathy strikes, picketing or interference of any kind at any operations of the City). 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 or other disciplinary action by the City.

Section 3. In the event any violation of Section 1 of this Article occurs, the Association 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 Association. Furthermore, the Association shall also 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 IX COMPENSATION**

Section 1. The annual rate of compensation for employees covered by this Agreement shall be increased as follows:

April 1, 2012	2%
April 1, 2013	2%
April 1, 2014	2%

The annual rate of compensation for employees covered by this Agreement shall be as follows (not inclusive of the additional compensation referenced in Section 2):

	<u>4/01/12</u>	<u>4/01/13</u>	<u>4/01/14</u>
Fire Captain	84,214	85,898	87,616
Fire Lieutenant	73,970	75,449	76,958
Firefighter 1st Class	65,156	66,459	67,788
Firefighter 2nd Class	60,881	62,099	63,341
Firefighter 3rd Class	56,602	57,734	58,889

Section 2. In consideration of the changes to health insurance in Article XI, employees shall receive an additional 1% effective April 1, 2013 to offset the increased health care costs for employees. The City recognizes that these health care changes shall be contingent on comparable health care changes implemented for all non-bargaining and management level employees in the City.

The annual rate of compensation for employees covered by this Agreement shall be as follows (inclusive of the additional compensation referenced in this Section 2):

	<u>4/01/12</u>	<u>4/01/13</u>	<u>4/01/14</u>
Fire Captain	84,214	86,740	88,475
Fire Lieutenant	73,970	76,189	77,713
Firefighter 1st Class	65,156	67,111	68,453
Firefighter 2nd Class	60,881	62,708	63,962
Firefighter 3rd Class	56,602	58,300	59,466

**Article X LONGEVITY**

All full-time permanent employees shall receive additional compensation for length of service, consistent with the following schedule, payable biweekly during the term of this contract:

1 <sup>st</sup> through 5 <sup>th</sup> year of service	No entitlement
6 <sup>th</sup> through 10 <sup>th</sup> year	\$16.92
11 <sup>th</sup> through 15 <sup>th</sup> year	\$33.85
16 <sup>th</sup> through 20 <sup>th</sup> year	\$51.24
21 <sup>st</sup> through 25 <sup>th</sup> year	\$69.23
26 <sup>th</sup> year and thereafter	\$76.93

The longevity compensation shall take effect for the entire pay period following the employee's anniversary. All service on a full-time basis with the City shall be considered in applying this section, and such service need not be continuous. For the purpose of determining credit for prior periods of employment, only full months of service shall be considered; credit shall be given for employment during authorized leave of absence for military duty.

**Article XI HEALTH INSURANCE**

Section 1. During the term of this Agreement, the City will provide health insurance for all employees. Dental coverage will be capped at \$1,500.00 per individual per year. The City reserves the right to change insurers or to provide for the hospitalization through a self-funded program, provided that the benefits are equivalent or better than outlined in this Article.

The group policy of hospital and medical/surgical insurance shall include:

- A. Comprehensive major medical with deductibles in accord with co-pays and stop loss. Plan "A" or Plan "B" or Kaiser Plan.
- B. A \$25 co-payment per office visit.
- C. A \$5 co-payment for generic prescription drugs and a \$20 co-payment for brand prescription drugs. Kaiser Plan \$10 co-payment for generic prescription drugs and \$20 for brand. Effective April 1, 2013, the prescription co-pays shall be increased to \$15 for generic prescription drugs and \$30 for brand named prescription drugs.
- D. A dental rider which includes:
  - 1. Preventative services paid at 100% of eligible costs.
  - 2. Basic and major services paid at 80% - 20% co-insurance upon satisfaction of deductibles.

In those cases where both spouses are employed by the City, only one will be eligible for health insurance coverage, which will be the family plan.

Any employee seeking services for the treatment of drug or alcohol abuse must choose an agency on an approved list available in the Human Resources Office.

A \$10,000.00 life insurance policy will be provided for all members of the bargaining unit and will be paid by the City.

Section 2. From January 1, 2012 through March 31, 2013, the City agrees to pay the premiums on the comprehensive plan and all but \$20 individual and \$50 family on the HMO plan for insurance coverage. Effective April 1, 2013, employees shall pay a monthly health care premium of \$25 for single coverage and \$50 for family coverage. These changes are contingent upon comparable health care changes implemented for all non-bargaining and management level employees in the City.

As compensation for these changes, the City agrees to additional compensation, as set forth in Article IX, Section 2.

## **Article XII HOURS OF WORK**

Section 1. The basic work week for employees assigned to platoon duty shall be 50 hours. The work year for such employees shall be 2,600 hours. Platoon personnel shall not work more than 60 consecutive hours without at least a 12 hour rest break. Employees not assigned to platoon duty shall work a 40 hour work week. The work year for such employees shall be 2,080 hours.

Section 2. Kelly days may be re-picked every three years beginning in the year 2004. The re-pick must be completed by October 1 and scheduled after January 1 to coincide with the ongoing Kelly Day cycle. The re-pick process shall be consistent with past practice and shall not create an overtime situation.

## **Article XIII OVERTIME**

Section 1. In the event that a need for overtime occurs in the Fire Department which does not arise out of an emergency or by reason of an employee or employees being required to hold over their shifts as the result of operations at a fire or other emergency, such overtime shall be voluntary. The opportunity for overtime shall be offered to all employees by seniority. Employees who refuse shall be credited as if they worked the overtime. In the event that an insufficient number of employees volunteer, the Fire chief or his designee may order an employee to work overtime. The Fire Chief's Office shall maintain an up-to-date overtime log showing the distribution of all such overtime. Individuals who call-off sick are not eligible for overtime until they complete their next assigned shift. This period of recovery will not affect his/her position on the overtime log.

Overtime shall be mandatory where an employee or employees are required to hold over their shifts by reason of operations at a fire or other emergency or if by reason of an emergency an employee is recalled to work after the end of his regular shift. In the event that an employee is recalled to work after the end of his regularly scheduled shift due to an emergency, he shall be paid a minimum of three hours at time-and-one-half the employee's hourly rate of pay as defined by this contract.

Section 2. Employees, solely at their option, shall be permitted to elect to be credited with compensatory time at the rate of one and one-half (1 ½) hours for each hour of overtime worked in lieu of accepting cash compensation for overtime hours actually worked. Employees may accrue

compensatory time up to two hundred forty (240) hours. An employee may take up to, but not to exceed seventy-two (72) hours. Forty eight (48) hours of compensatory time is available per day. Compensatory time cannot be used on any days listed in Article XIV Section 2, as well as Christmas Eve. Compensatory time may be scheduled three (3) weeks in advance. A member can schedule compensatory time up until 7:00 a.m. of their assigned shift. Compensatory time can be taken in the following manner:

7:30 a.m.	-	3:30 p.m.
3:30 p.m.	-	11:30 p.m.
11:30 p.m.	-	7:30 a.m.
7:30 a.m.	-	7:30 p.m.
7:30 p.m.	-	7:30 a.m.
7:30 a.m.	-	7:30 a.m.

Payment of compensatory time. A member may elect to be paid for his accrued compensatory time. The cutoff date of November 1 will be used to establish the basis for payment and the payment will be made in the first paycheck of December. The compensation elected in the form of a cash payout shall reduce the accumulated compensatory time balance proportionately to the number of hours converted.

Carryover of compensatory time. A member may carryover a maximum of two hundred forty (240) hours of compensatory time from year to year.

**Article XIV HOLIDAY**

Section 1. The following days are recognized as holidays under this Agreement:

- |                            |                      |
|----------------------------|----------------------|
| (1) New Year's Day         | (7) Columbus Day     |
| (2) Martin Luther King Day | (8) Veteran's Day    |
| (3) President's Day        | (9) Thanksgiving Day |
| (4) Memorial Day           | (10) Christmas Eve   |
| (5) Independence Day       | (11) Christmas Day   |
| (6) Labor Day              |                      |

If any such holiday shall fall on a Sunday, the following Monday shall be deemed to be the holiday. If any such holiday shall fall upon a Saturday, the preceding Friday shall be deemed to be the holiday.

Section 2. In lieu of holidays, each full-time permanent member of the Fire Department on a platoon duty basis (24 duty hours) shall be credited with a total of six (6) platoon duty basis days (24 duty hours) toward his vacation. In addition, personnel working on the following holidays: Easter, Independence Day, Thanksgiving Day, Christmas Day, and New Year's Day will be paid equal to one and one-half times his base hourly rate.

Section 3. Any 40-hour employee required to work on any of the aforesaid holidays shall be entitled to take another day off with pay which day shall be taken within 60 days of the holiday and with the discretion of the Chief or his designee which discretion shall not be unreasonably withheld. Each forty (40) hour employee is entitled to sixteen (16) hours of personal time per year. The employee may use this time at their discretion.

Section 4. Platoon employees who work on recognized holidays will not be required to perform non-emergency duties including inspections, hydrant detail, training exercises, school, window washing, spring and fall cleaning, and hose changes. Employees, however, shall be required to perform daily station, vehicle and equipment maintenance.

Section 5. In addition to six (6) platoon basis days, each full-time member of the Fire Department will be entitled to one platoon basis day as a floating personal day. A member may not use any personal time on any day that the membership receives premium pay. See Article XIV Section 2, as well as Christmas Eve.

Personal time can be used in increments of no less than eight (8) hours. Twenty four (24) hours of personal time will be placed in an employee's account on January 1<sup>st</sup> in each year of the contract. Any unused personal time may be taken in the following manner: as of November 1<sup>st</sup> of each year, a member may elect to be paid for unused personal time, or may transfer this time into his/her compensatory time bank. This payment for unused personal time will be made in the first paycheck in December. This payout or transfer of time will reduce the time accordingly in the member's personal time account. Any remaining hours of personal time in the account on December 31 of each year will be eliminated. Any new employee will be credited with a pro-rata share of personal time for the first year.

## **Article XV                    VACATION**

Section 1. Accrual of vacation days shall be by pay period and begin in the period in which the employee's first day of employment occurs. Vacation leave requests will be granted by the Chief of the Department in line with the needs of the Department. For smoothness in scheduling in the Fire Department, vacation leave may be taken before actually accrued upon approval of the Chief of the Department. When an employee terminates employment with the City, the Director of Public Safety shall deduct from the employee's final pay periods the number of hours of vacation leave taken but not yet accrued. No more than the amount of vacation accrued in the previous twelve-month period can be carried forward into the next calendar year without written consent of the City Manager. Employees shall be paid for vacation and leave in lieu of holidays, accrued, but unused at the termination of employment, provided, however, that no employee shall be entitled to any vacation or reimbursement for unused vacation until such employee has worked six (6) months or more.

**Section 2.** Sworn members of the fire service who transfer from any public agency in the State of Ohio to the City of Cleveland Heights may receive credit for the length of their consecutive service in the former public agency, in accordance with the provisions of the Administrative Code, for the purpose of determining accrual of vacation leave during their employment with the City. Accrual of vacation for transfer employees shall be determined according to the schedule set out in Section 3. Employees who wish to receive credit for their prior public service shall obtain a certified copy of their employment record from their prior employer.

**Section 3. Accrual of Vacation Leave**

<u>Length of Consecutive Service</u>	<u>Accrual Per Pay Period</u>
Up to and including the sixth year	10.12 hours
7 years up to and including 12 years	12.92 hours
13 years up to and including 18 years	15.72 hours
19 years or more	18.42 hours

**Section 4.** Accumulated vacation and personal earnings shall be payable upon an employee's death to the employee's estate. The City shall withhold and forward the percentage of employee's and employer's pension contribution to the Police and Fireman's Pension Fund.

**Section 5.** In the year in which an employee retires, the retiree may take his full accumulated vacation time for that year or elect to be paid a lump sum for such accumulated vacation time and terminate his employment at such earlier date.

**Section 6.** Vacation time off shall be chosen by rank first, then seniority for officers, then by seniority in the firefighter position. The Chief, or his designee shall have the right to reject any vacation request based on Departmental needs.

**Section 7.** For employees assigned to a forty (40) hour work week, vacation shall accrue according to the following schedule and rules:

<u>Length of Consecutive Service</u>	<u>Accrual Per Pay Period</u>
Up to and including sixth year	3.08 hours
7 years up to and including 12 years	4.60 hours
13 years up to and including 18 years	6.20 hours
19 years or more	7.70 hours

**Section 8.** Commencing in the year 2000 and each leap year thereafter, in order to evenly rotate holidays between shifts, there shall be a shift rotation. The rotation method shall be by agreement of the Fire Chief's Office and Local 402. The rotation shall begin on the 1<sup>st</sup> day of the new Kelly Day cycle in January of the rotating year. The rotation of shifts shall not constitute an overtime situation.

## **Article XVI**

### **PARAMEDIC/EMT COMPENSATION**

Paramedics who are listed on the Cleveland Heights Fire Department Drug License and are actively involved in all aspects of the program either by assignment or supervision shall receive additional compensation in the amount of 4-1/2% of their compensation as described by Article IX of the Union Contract.

Paramedic program commitment is outlined in Department Procedure IV-9.

The Fire Inspector shall be compensated in the amount equal to a Lieutenant as described by Article IX of the Union Contract. Upon completion of the Fire Investigations I Course, from Ohio's State Fire Academy, the Fire Inspector shall receive additional compensation in an amount equal to the percentage received by a paramedic, as described in this Article XVI.

All members of the Fire Department who renew EMT certification will receive additional compensation of \$550 in each year of the contract; put in as EMT pay and paid on a per pay basis.

## **Article XVII**

### **UNIFORM ALLOWANCE AND MAINTENANCE**

The City shall provide each new full-time, permanent employee of the Department with a full set of fire fighting safety clothing as outlined in Chapter 4121:1-21 of the Administrative Code dealing with safety requirements relating to fire fighting, and a complete and original issue of uniform dress. The articles of clothing and gear which shall be worn are to be established by the Chief of the Department and approved by the Director of Safety. Annually the City shall provide the employees' uniforms as requested by the Chief of the Department with no cost to the employees.

The City shall replace, without cost to the employee, all fire fighting safety clothing which has been damaged during the performance of required duties or which is sufficiently worn to the extent which would make the safety clothing unacceptable in the opinion of the Chief for normal fire fighting service activities.

Each member of the Fire Department, commencing with the second year of service with the Department, shall receive an annual cash uniform maintenance allowance in the amount of \$1,400.00, which sum shall be paid on or about July 1 of each year during the term of this contract.

## **Article XVIII**

### **SICK LEAVE**

Section 1. Employees of the Fire Department may be eligible for paid sick leave. Sick leave may be used for personal illness, injury, exposure to contagious disease which could be communicated to other employees, and illness, injury or death in the immediate family of the employee.

- (a) Sick leave shall be accrued at the rate of 4.60 hours for every eighty (80) hours worked. Members of the Fire Department who work on platoon duty and members who work a forty (40) hour week shall be able to accumulate unlimited sick time. Approved sick leave shall be charged against the employee's accumulated sick leave.

- (b) Employees who transfer from any public agency in the State of Ohio to the City may receive credit for unused sick leave accrued during such prior employment in accordance with the provisions of the Administrative Code. Employees who wish to receive credit for accrued sick leave under this subsection shall obtain a certified copy of their sick leave record from their former employer.
- (c) Employees who are in the employ of the City and who have been in the employ of the City for two (2) consecutive years but less than five years may be eligible for payment of accrued sick leave accumulated upon termination of employment for other than disciplinary reasons. The City will pay unused sick leave according to the following formula; unused accrued sick leave multiplied by the appropriate conversion.
- (d) Childbirth leave will allow for the employee to be absent for two(2) twenty four (24) hour tours. If medical complications occur, the absence is covered under the sick leave policy.

The schedule below shall be used in determining the proper conversion ratio:

<u>ACCRUED SICK LEAVE</u>	<u>CONVERSION RATIO</u>
0 - 416 hours	1/4
417 - 832 hours	1/3
833 - 2,000 hours	1/2

For the purpose of this Subsection the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided by 2,600 hours for platoon employees and annual base pay at the time of termination of employment divided by 2,080 hours for 40 hour personnel.

Fire Department personnel who have been in the employ of the city for over five (5) consecutive full years he/she shall be paid out at the time of separation, for other than disciplinary reasons, a maximum payout of one-half (1/2) or 50% of sick time accumulated with a maximum of 2,000 hours for payout purposes. Therefore, the maximum payout that could be achieved is 1,000 hours.

For the purpose of this Subsection, the hourly rate of payment for accrued sick leave shall be determined by the appropriate formula below:

Annual base pay at the time of termination of employment divided by 2,600 hours for shift personnel working 50 hours per week and divided by 2,080 hours for 40 hour personnel.

Section 2. The policy and procedure governing the use, reporting and justification of sick time covered in Section 1 of the contract is detailed in the department's Standard Operating Procedure 2.2.03, dated April 1, 2000. This policy and procedure on agreement with the Union shall be enforceable during the length of this contract and shall not be changed unless mutually agreed upon by both parties in writing.

**ACCUMULATED SICK LEAVE BONUS**

During the term of the contract for time accrued working for the City of Cleveland Heights, the following paid bonus formula applies to full calendar years 2012, 2013 and 2014.

A firefighter who on December 31 who follows a 40-hour work week schedule and has accumulated sick leave of 800 hours, and who during the respective calendar year uses no more than 48 hours or less sick leave as of the close of business on December 31, shall be compensated in the form of a cash bonus at the members hourly rate in effect on December 31 of the respective year according to the following formula:

No hours used	-	56 hours pay	24 hours used	-	32 hours pay
8 hours used	-	48 hours pay	32 hours used	-	24 hours pay
16 hours used	-	40 hours pay	40 hours used	-	16 hours pay
			48 hours used	-	8 hours pay

No payment will be made for partial 8 hour days. The compensation elected in the form of a cash bonus shall reduce the accumulated sick leave amount proportionately to the number of hours converted.

This provision does not change the formula for payment of unused sick hours at time of termination of employment for other than disciplinary reasons. The bonus provided for in this provision will be paid on or about January 31 following the respective eligible year. In lieu of taking a cash payment for the sick leave bonus, a member may elect to place these hours in their compensatory time bank.

A firefighter who on December 31 who follows a 50-hour work week schedule and has accumulated sick leave of 900 hours, and who during the respective calendar year uses no more than 60 hours or less sick leave as of 12:00 a.m. on December 31, shall be compensated in the form of a cash bonus at the members hourly rate in effect on December 31 of the respective year according to the following formula:

No hours used	-	72 hours pay	36 hours used	-	36 hours pay
12 hours used	-	60 hours pay	48 hours used	-	24 hours pay
24 hours used	-	48 hours pay	60 hours used	-	12 hours pay

No payment will be made for less than 12 hours of one tour of duty. The compensation elected in the form of a cash bonus shall reduce the accumulated sick leave amount proportionately to the number of hours converted.

This provision does not change the formula for payment of unused sick hours at time of termination of employment for other than disciplinary reasons. The bonus provided for in this provision will be paid on or about January 31 following the respective eligible year. In lieu of taking a cash payment for the sick leave bonus, a member may elect to place these hours in their compensatory time bank.

**Article XIX            INJURY LEAVE**

All uniformed members of the Fire Department who are injured while engaged in a high risk task are entitled to the benefits outlined in Department Procedure IV-11, dated April 1, 2000. Each employee must be in compliance with the program as set up and supervised by the City's designated representative. Partial reinstatement of sick time used under non-emergency activities must also follow program guidelines. Failure to follow guidelines may jeopardize appropriate reimbursement. To change this policy there must be mutual agreement between both parties.

**Article XX            COMPENSATION FOR ACADEMIC ACHIEVEMENT**

For all classified personnel who were appointed to the Division of Fire prior to April 1, 1997 and have served for a minimum of two (2) years of service, will be entitled to an education bonus based on the following formula:

- (a) Upon completion of 12 technical credit hours (Fire Technology), a firefighter shall be entitled to additional compensation in an amount of 1% of his base pay, or;
- (b) Upon completion of 24 technical credit hours (Fire Technology), a firefighter shall be entitled to additional compensation in an amount of 2% of his base pay, or;
- (c) Upon completion of all required technical credit hours for the Fire Technology Associate of Science Degree, the firefighter shall be entitled to additional compensation in an amount of 3% of his base pay, or;
- (d) Upon completion of 24 technical credit hours (Fire Technology) and 30 other credit hours for and toward the attainment of an Associate of Science Degree, the firefighter shall be entitled to additional compensation in an amount of 3% of his base pay, or;
- (e) Upon the attainment of an Associate of Science Degree in Fire Technology, a firefighter shall be entitled to an additional compensation in an amount of 5% of his base pay, or;
- (f) Upon the attainment of a Bachelor of Science (Arts) in Fire Technology or Fire Administration, a firefighter shall be entitled to additional compensation in an amount of 7.50% of his base pay. (This compensation is available to those members presently receiving this benefit or actively involved in the Bachelor program.)

The credit hours referred to in this Section shall be in the approved course curriculum leading towards an associate or Bachelor of Science (Arts) Degree in Fire Technology.

Annually, during the month of July, each firefighter who feels that he might qualify for the additional compensation provided herein shall have a transcript of his grades furnished to the Fire Chief who in turn shall, after his approval, certify the eligibility for additional compensation to the City Payroll Officer. The compensation shall then begin with the first payroll date in August of that year.

For all classified personnel who were appointed to the Division of Fire after April 1, 1997 and is pursuing an education program in Fire Technology and have served for a minimum of two (2) years of service, will be entitled to an education bonus at point of achievement based on the following formula:

- (a) Upon completion of 12 technical credit hours (Fire Technology), a firefighter shall be entitled to a one time bonus amount of 1% of his base pay, or;
- (b) Upon completion of 24 technical credit hours (Fire Technology), a firefighter shall be entitled to a one time bonus in an amount of 2% of his base pay, or;
- (c) Upon completion of all required technical credit hours for the Fire Technology Associate of Science Degree, the firefighter shall be entitled to a one time bonus in the amount of 3% of his base pay, or;
- (d) Upon completion of 24 technical credit hours (Fire Technology) and 30 other credit hours for and toward the attainment of an Associate of Science Degree, the firefighter shall be entitled to a one time bonus in an amount of 3% of his base pay, or;
- (e) Upon the attainment of an Associate of Science Degree in Fire Technology, a firefighter shall be entitled to a one time bonus in an amount of 5% of his base pay.

The credit hours referred to in this Section shall be in the approved course curriculum leading towards an Associate Degree in Fire Technology.

### **TUITION REIMBURSEMENT**

Any firefighter pursuing course work which leads to a degree in Public Safety, Fire Technology, or a related field will be eligible for 100% tuition reimbursement from the Fire Chief. A grade of "C" or better and proof of payment must be evidenced before reimbursement at the public college rate can be issued. A Bachelor Degree in Fire Technology may be obtained through the University of Cincinnati or similarly accredited university approved by the Fire Chief, with full tuition reimbursement provided that the tuition rate does not exceed the local public college rate. In addition, any course work that the Fire Chief deems important to the operation of the Department which meets the above stated criteria will be reimbursed with the Chief's approval.

**Article XXI LEAVES OF ABSENCE**

Section 1. Military Leave. An employee who is called to active duty in the Armed Forces, the National Guard, or the Reserves, or who is required to attend summer training shall be granted a two week leave of absence in any calendar year and shall be compensated at his regular rate of pay, less any amounts received by the employee from the Armed Services, Reserves, or National Guard, excluding those amount received for travel pay, sustenance, and quarters allowance. Such leave shall not reduce the employee's seniority, vacation, sick leave or other benefits.

Section 2. Funeral Leave. In the event of a death in an employee's family (spouse, child, parent, including stepfather and stepmother, brothers and/or sisters, grandparents, grandchildren, stepchildren, father-in-law, and mother-in-law) the employee upon request shall be granted up to one tour of duty off with pay provided it is established that he attended the funeral. A 40-hour employee shall be granted a leave of absence equal to the number of hours of a platoon duty employee under this section.

Section 3. Jury and Court Leave. An employee called for jury duty or required to appear before a court, judge, justice or coroner as a plaintiff, defendant or witness in a job-related legal action will be granted a leave of absence for the period of the jury service or the job related court service and will be compensated for the difference between his regular pay and jury pay or job-related court service pay for work absences necessarily caused by the jury or job related court service. To be eligible for jury duty pay, or court service pay, an employee must present to the employer a jury pay voucher showing the period of service and the amount of jury pay, or court service pay, received.

Section 4. Leaves of Absence. Leaves of absence for good reason, with or without pay and other fringe benefits, may be granted at the discretion of the City Manager or his designee.

Section 5. Shift Exchange. Employees shall have the right to exchange shifts when the change does not adversely affect the operation of the Fire Department, subject to approval of the Chief or his designee, provided that such approval is not unreasonably withheld.

**Article XXII COMPENSATION AT RESIGNATION, RETIREMENT OR LAYOFF**

An employee who, resigns, retires or is laid off is eligible and shall be compensated accordingly for all his accumulated overtime, holiday time and vacation time, including pro rata pay due for the current year at his current rate of pay.

**Article XXIII SAFETY AND WELFARE COMMITTEE**

The Association may form and maintain an advisory Safety and Welfare Committee. The Fire Chief or his representative shall meet periodically with the advisory Safety and Welfare Committee for the purpose of improved communications between the Association and the Employer on the subject of departmental safety and welfare.

In the event that the City deems it necessary to reduce the minimum daily staffing of the department, the City Manager shall meet with the Safety and Welfare committee to discuss safety concerns and alternatives to the reduction of daily staffing. This meeting will take place no less than fourteen (14) days prior to implementing the staffing reduction at a mutually agreed upon location. Following such discussions, the City shall retain the right to staff the organization as it deems appropriate.

#### **Article XXIV            LABOR MANAGEMENT COMMITTEE**

In the interest of establishing harmonious relations, a joint committee consisting of three (3) members of the Association and representatives of the City shall convene as needed, per mutual agreement for the purpose of discussing safety, welfare, rules, regulations and issues relating to employees.

Prior to the next promotional exam announcement, and any subsequent promotional exam, for the duration of this Agreement, the Labor Management Committee shall meet to discuss the standards and requirements for the ranks of Lieutenant and Captain for promotional examinations. The criteria used in the testing process remain at the sole discretion of the City.

The committee may make recommendations to the Association and the City, but such recommendations shall not be binding on either party.

#### **Article XXV            ASSOCIATION BUSINESS**

Section 1. At the request of the Association and approved by the City Manager or his designee, an employee selected for Association Office may be granted a limited leave of absence to attend conferences.

Section 2. The City shall pay the fees to maintain whatever cable television service was provided to each of the City's Fire Stations on April 1, 2003.

Section 3. The Association may hold membership meetings in either of the Fire Stations after notification and approval of the Fire Chief's Office.

Section 4. Members of the Association Executive Board and Negotiating Committee who are on duty shall be allowed to participate in collective bargaining negotiations and attend all such related meetings with the City without loss of pay. Members of the Association Board and Negotiating Committee who are on duty may request permission from the Chief or his/her designee to meet off site with the Association attorneys in order to prepare for contract negotiations and the request to do so shall not be unreasonably denied so long as the City does not incur overtime costs due to the absence of the members and as long as operations of the Department are not unduly disrupted.

Section 5. The City shall provide reasonable bulletin board space for the use of the Association to post notices or information of interest to the members of the bargaining unit.

**Article XXVI            UPGRADING TO CAPTAIN OR LIEUTENANT**

Whenever a Lieutenant is elevated to the position of Acting Captain, he shall be paid at the hourly rate equal to the Captain's hourly rate for each hour or part thereof that he remains in the position of the Acting Captain as per the order of the Fire Chief or his designee.

Whenever a Firefighter is elevated to the position of Acting Lieutenant, he shall be paid at the hourly rate equal to the Lieutenant's hourly rate for each hour or part thereof that he remains in the position of the Acting Lieutenant as per the order of the Fire Chief or his designee.

**Article XXVII            INDEMNIFICATION**

The City shall indemnify and hold an employee harmless from any and all claims and causes of action which arise, out of or as a result of any firefighter performing his duties in the course of his employment, with the exception that where an employee is found by a court in a final judgment to have acted maliciously or in a willful and wanton manner, or with reckless disregard for the consequences of his action, the employee shall indemnify the City of Cleveland Heights, its Fire Department, or any employee for all losses and damages sustained as a result of that conduct. The City shall also provide legal counsel and pay expenses for the defense of any claim or suit brought against any firefighter arising out of the performance of his duties within the scope of his employment.

**Article XXVIII            EQUITABILITY CLAUSE**

If any other classified Civil Service bargaining unit in the City of Cleveland Heights which is negotiating under the jurisdiction of the State of Ohio Collective Bargaining Act (Chapter 4117) is given by the City or awarded in binding arbitration, a base pay percentage or other applicable fringe benefit (including but not limited to health/hospitalization, insurance pension, etc.) during the term of this contract which exceeds that included in this agreement, then members of this bargaining unit shall receive such additional benefit coincident with its being given to such other classified Civil Service bargaining unit. In-as-much as there are not all like benefit and pay items within the bargaining units, when applying the foregoing, the value of the package as a whole will be considered, not individual components of the package.

**Article XXIX            EMPLOYEE REPRESENTATION**

An employee shall have the right to have a representative of the bargaining unit present during any discussion with the employer or the chief concerning any matter in which he reasonably believes disciplinary action will be taken.

The purpose of discipline is to improve the work performance and conduct of the employee affected. As a result, the City acknowledges its commitment to practice progressive discipline. However, should the severity of an employee's conduct so warrant, the City may impose a suspension or discharge without following progressive steps.

**Article XXX SANITATION, MAINTENANCE AND UPKEEP**

The employer agrees to supply and make available those materials it determines necessary for the day-to-day maintenance, sanitation and upkeep of all fire houses.

**Article XXXI SAVINGS CLAUSE**

Except as provided below, if any provision of this Agreement shall be declared invalid, that portion of the Agreement shall be deemed severable from the rest of the Agreement and such other parts of this Agreement shall remain in full force and effect.

In the event that the provision declared invalid voids any economic benefit of this Agreement, the City and the Association will, at the request of either party, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

**Article XXXII PREVAILING PRIVILEGES**

This Agreement supersedes all existing prior contracts and Agreements between the parties except where abolished by mutual agreement of the parties. All prior practices which are not in conflict with this Agreement shall remain in full force and effect.

**Article XXXIII PENSION DEFERRAL**

The City and the Union agree to continue a pension deferral program consistent with all Internal Revenue Service and Pension Fund requirements. The purpose of the pension deferral is to defer Federal and State tax payments on the employees pension fund contribution which is remitted by the City to the Pension Fund on behalf of any employee until the employee withdraws these contributions either in the form of pension payments or refund.

**Article XXXIV SUCCESSORS AND ASSIGNS**

This Agreement shall, without limitations, be binding upon successors and assigns of the parties hereto.

**Article XXXV DURATION**

This Agreement shall remain in full force and effect from April 1, 2012 through March 31, 2015 and thereafter from year to year unless at least 90 days prior to the expiration date of the contract or any anniversary thereof, a party gives written notice to the other of the intention to negotiate on any or all of the provisions of the Agreement. If such notice is given, the parties shall promptly enter into negotiations and this Agreement shall remain in full force and effect until the parties reach a new Agreement.

The parties agree that the expiration date of March 31 shall not preclude the Union from receiving an increase in wages or other compensation or benefit changes effective the year the Agreement expires. As such, the parties agree that, in the event the subsequent negotiations result in conciliation, the parties specifically waive any restriction under O.R.C. Section 4117.14(G)(11) and agree to allow the conciliator to issue an award that takes effect in the fiscal year that the Agreement expires.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 13<sup>th</sup> day of July, 2012.

CITY OF CLEVELAND HEIGHTS

CLEVELAND HEIGHTS FIRE FIGHTERS ASSOCIATION, LOCAL NO. 402, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS AFL-CIO

By: Susanna Niermann O'Neil  
Susanna Niermann O'Neil  
Acting City Manager

By: John Thomas  
John Thomas, President

By: Lorne DeYoung  
Lorne DeYoung, Vice President

By: Jim Taras  
Jim Taras, Secretary

By: Tom Garfield  
Tom Garfield, Executive Board

By: Brian Gorski  
Brian Gorski, Executive Board

By: Shawn Mamone  
Shawn Mamone, Executive Board