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FINAL

**AGREEMENT
BETWEEN THE
CITY OF SOUTH EUCLID**

AND

**CITY OF SOUTH EUCLID FIRE FIGHTERS
ASSOCIATION, LOCAL 1065**

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CITY OF SOUTH EUCLID
CITY MANAGER

**EFFECTIVE JANUARY 1, 2012
THROUGH DECEMBER 31, 2014**

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AGREEMENT

THIS AGREEMENT, made and entered into on the date hereinafter set forth but effective as of January 1, 2011, by and between THE CITY OF SOUTH EUCLID, OHIO (hereinafter referred to as the "City") and the CITY OF SOUTH EUCLID FIRE FIGHTERS ASSOCIATION, LOCAL 1065 (hereinafter referred to as the "Local" or "Association").

ARTICLE I - RECOGNITION

1.1 The City recognizes the South Euclid Fire Fighters Association, Local 1065, as the sole and exclusive bargaining representative with respect to wages, hours of work and conditions of employment, for all full-time fire fighters, fire prevention officers, Lieutenants and Captains employed by the City of South Euclid in its Fire Department, but excluding the Fire Chief, Executive Assistant, office clerical employees, and all other employees.

1.2 Fire fighters, fire prevention officers, Lieutenants and Captains in the bargaining unit are appointed by the Mayor and are covered by and subject to the amended rules and regulations of the Civil Service Commission of the City of South Euclid.

ARTICLE II - ASSOCIATION MEMBERSHIP

2.1 All fire fighters in the above bargaining unit have the right to join and maintain membership in the Association. Fire fighters who do not want to join the Association or do not want to remain in the Association are under no obligation to do so.

2.2 In accordance with written individual check-off authorizations furnished by the Association, the City shall deduct from the fire fighters' monthly earnings, periodic Association dues, including initiation fees and assessments, and shall remit the amount so deducted to the Association each month. The Association shall furnish the City a written statement as to the amount to be deducted from each fire fighters' monthly earnings.

2.3 Fair Share Fee. Current and newly hired employees who have completed sixty (60) days of employment will be required to pay to the Association, as a condition of employment, a fair share fee in the event they do not wish to become a member of the Association. The fair share fee will be automatically deducted from their payroll check and remitted by the City to the Association. The fair share fee shall not exceed the regular monthly dues paid by members of the Association, and the Association will give the City written notification as to the amount of the fair share fee. The fair share fee shall be subject to the provisions set for in O.R.C. Section 4117.09(c).

2.4 The Association shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the application of the preceding paragraphs of this Article.

ARTICLE III - MANAGEMENT RIGHTS

3.1 Except as otherwise expressly provided herein, the City retains all of its usual and customary functions in the management and direction of the equipment and work force in the Fire Department, as set forth in O.R.C. Section 4117.08(A), (B), and (C)(1) through (9), including, but not by way of limitation, the right to plan, direct and schedule its operations and to determine job duties; to introduce new or changed work methods, equipment, or facilities; the right to determine the work to be performed and by whom; the right to determine what services, if any, are to be performed by bargaining unit employees; the right in its sole discretion to discontinue or reduce its fire department operations; the right to institute new or changed jobs; the right to set standards for quality; the right to establish security and safety measures; the right to set reasonable standards on all operations; the right to suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees, and the right to establish and maintain rules, regulations, codes of conduct and orders for the operations, supervision and discipline of the fire department work force, and to take other actions to carry out the mission of the fire department. It is agreed to by the parties that the listing of the above rights does not create a mandatory subject of bargaining in the event either party requests a change at the expiration of the Agreement.

3.2 The City shall have the right to fill the position of Administrative Assistant and/or Secretary at their sole discretion. These positions shall be filled according to the Employment and Hiring Policies in effect at the time of hiring. The Administrative Assistant and/or Secretary will not be members of the classified service and as such non-bargaining unit positions. These positions will not be assigned or assume any duties currently performed by any bargaining unit member except on a casual or temporary basis and only when necessary.

3.3. The City may schedule administrative staff on an unanticipated and non-regular basis to meet minimum manning standards. Administrative staff includes the Chief, Assistant Chief and Fire Prevention Officer.

ARTICLE IV - CONDITIONS OF EMPLOYMENT

4.1 Each employee must maintain a State of Ohio Firefighter II Certification and EMT license. Employees hired after July 6, 1999, must maintain a paramedic license in the state of Ohio for the length of their career with the City of South Euclid. Ongoing Firefighter/EMT/Paramedic continued professional development is required for the employee to maintain the level of skill and knowledge to perform their job at the required level.

4.2 Every employee is required to maintain a valid Ohio Driver's License while employed with the City of South Euclid. The Fire Chief or his designee may require any employee to provide proof at any time that their driver's license is valid. Compliance with this request is mandatory.

4.3 If an employee fails to fulfill any of the job requirements, he or she will have ninety (90) days to rectify their certification (s) and/or driver's license. During the ninety day

grace period, the employee shall be placed on unpaid administrative leave. While on unpaid administrative leave, the employee may use any paid leave or comp time. In addition to being placed on unpaid administrative leave, the employee is still subject to disciplinary procedures during or after he/she comes into compliance. Any such discipline shall be in accordance with the disciplinary provision of this agreement and the Departmental Rules and Regulations.

4.4 The City shall make available to bargaining unit employees the requisite amount of training and continuing education hours required to maintain the designated certifications and licenses as well as ACLS, PALS, CPR, Fire Inspector and Fire Instructor, however, continuing education requirements are the responsibility of each employee to achieve.

ARTICLE V - GRIEVANCE PROCEDURE

5.1 It is mutually agreed that if any employee or the Association has a disagreement as to the interpretation or application of the terms of this Agreement, it shall be promptly settled in accordance with the procedure herein provided.

5.2 A grievance must be initiated within ten (10) calendar days after it occurred or whenever the aggrieved party should have been aware of the grievance. Any grievance not initiated within the time limit set forth shall be deemed irrevocably waived by the Local and the grievant. Grievances not timely referred to the next step of the grievance procedure will be considered settled satisfactorily on the basis of the City's last grievance answer. The time limits for appeals in the grievance procedure may be extended by mutual written agreement of the parties. If the City fails to timely answer at a step of the grievance procedure, the Union may appeal to the next step.

5.3 Grievance Procedure.

STEP ONE: Any employee having a grievance shall submit it in writing to the Fire Chief, and the Fire Chief will attempt to make the necessary settlement. The grievance shall be signed by the employee. The Fire Chief shall answer the employee in writing, not later than ten (10) calendar days after the employee discusses the grievance with him and a Local Association representative, with a copy of the answer sent to the Association representative. Every effort will be made to arrange a meeting within ten (10) calendar days after the Chief receives the grievance.

STEP TWO: If the grievance is not satisfactorily adjusted in Step One, the grievant may appeal the grievance within ten (10) calendar days from the answer in Step One to the Director of Public Safety and attempt to settle the grievance. The Director of Public Safety and his representatives, the grievant, along with the designated Association representative shall meet at a mutually convenient time to discuss the grievance. The Director of Public Safety shall answer the grievance, in writing, not later than ten (10) calendar days after the meeting with a copy to the Association representative. In the event the Mayor also acts as Director of Public Safety, this step will be bypassed and the grievance will be appealed from Step One to Step Three.

STEP THREE: If the grievance is not satisfactorily adjusted in Step Two, the grievant may appeal the grievance within ten (10) calendar days from the answer in Step Two to the Mayor and attempt to settle the grievance. The Mayor and his representatives, the grievant, along with the designated Association representative shall meet at a mutually convenient time to discuss the grievance. The Mayor shall answer the grievance, in writing, not later than ten (10) calendar days after the meeting with a copy to the Association representative.

5.31 After a grievance has been filed, the parties, by mutual agreement, may bypass Steps One or Two. The Association or an individual grievant may bypass Steps One and Two on grievances contesting a suspension without pay or a discharge by initiating the grievance at Step Three of the procedure.

5.4 Final and Binding Arbitration. In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the decision in Step Three has been rendered, the grievant may submit the grievance to arbitration. The parties will promptly request the American Arbitration Association to submit a panel of arbitrators and, within five (5) days, will choose one by the alternate strike method. If the subject matter of the grievance involves an issue appealable to *the* South Euclid Civil Service Commission, this section is of no effect unless *the* individual grievant(s) involved waive any all rights to have the issue heard or decided by the Civil Service Commission.

5.41 Either party may reject the original panel of arbitrators submitted by the American Arbitrators Association and request a new panel. Only one new panel request may be made per arbitration. If either party requests a new panel, no other request for a new panel is permitted. Within five (5) days, the parties will choose one by the alternate strike method.

5.42 The arbitrator shall have no power or authority to add or to subtract from or, in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of an act prohibited by law or to make any award that itself is contrary to the law or violates any of the terms and conditions of this Agreement. The arbitrator shall determine only whether there has been a violation of this Agreement within the allegation set forth in the grievance.

5.43 The hearing or hearings in an arbitration shall, be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

5.44 The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by the parties. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

5.45 The arbitrator's decision and award will be in writing and rendered within thirty (30) days of the close of the hearing. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE VI - NO INTERRUPTION OF FIRE DEPARTMENT OPERATIONS

6.1 During the life of this Agreement and its renewal, neither the Association nor any of the persons covered by this Agreement will encourage, sanction, authorize, participate in or condone any strike, slowdown, work stoppage, picketing or other concerted activities which interrupt the City of South Euclid Fire Department operations.

6.2 Any strike in violation of this Agreement or in violation of O.R.C. Section 4117 will be just cause for the City's imposition of the penalties for such actions as provided in O.R.C. Section 4117.23, up to and including removal from the City's employment.

6.3 Should a strike take place, as described in Paragraph 5.1, the Association, its officers, agents and representative will immediately, upon notice from the City, notify the persons covered by this Agreement in writing, with a copy to the City, that such action is unauthorized and actively instruct the employees to cease the violation and resume to work.

ARTICLE VII - SENIORITY

7.1 The seniority of fire fighters will be determined in accordance with the rules, regulations and standards established by the Civil Service Commission.

7.2 New Hire Probationary Period. All initial appointments by the Mayor of fire fighters to the classified service shall be for a probationary period as stated in the Civil Service Commission Rules. In the event a fire fighter is removed by the appointing authority (Mayor) during the probationary period, the fire fighter has no appeal to the Civil Service Commission. Benefits such as, but not limited to, sick leave pay, and hospitalization coverage are not available to newly hired fire fighters until they have completed two (2) months of employment. Newly hired fire fighters will be enrolled in the appropriate benefit programs beginning with their third month of employment.

7.3 Promotions. Advancements by the Mayor from class to class will be handled in accordance with the rules, regulations and standards established by the Civil Service Commission, and such promoted employees shall be on a probationary basis as stated in the Commission rules.

7.4 Transfers, Layoffs, Reinstatements. In the event it becomes necessary for the Mayor to lay off, transfer or reinstate laid-off fire fighters, such actions will be handled in accordance with the rules, regulations and standards established by the Civil Service Commission.

7.5 Suspensions, Reductions and Removals. Actions by the Mayor, Chief, and Safety Director concerning a disciplinary suspension without pay, a reduction in pay, removal or discharge, will be handled in accordance with the rules, regulations and standards established by the Civil Service Commission.

7.6 Leaves of Absence. The Mayor, with the consent of the Civil Service Commission, may grant a leave of absence, and the conditions of such leave of absence are governed by the rules, regulations and standards established by the Civil Service Commission.

ARTICLE VIII - UNIFORM ALLOWANCE

8.1 In lieu of cash payments, new members of the Department shall receive the following items upon being hired:

- Four (4) navy blue short sleeve fatigue shirts
- Four (4) navy blue cotton polo shirts with embroidered color logo
- One (1) navy squad coat
- Four (4) fatigue trousers
- Four (4) pairs socks, uniform dark blue or black (white bottoms only permitted)
- Six (6) navy blue T-shirts with department logo

- Two (2) pairs regulation black shoes (\$85.00 max.)
- One (1) uniform plain black belt
- One (1) Regulation Job Shirt

Upon completion of his or her 2-year probation, the City shall provide the new employee with the following:

- One (1) light blue short sleeve shirt Class A
- One (1) light blue long sleeve shirt Class A
- One (1) uniform cap with black trim/silver buttons
- One (1) uniform black tie (regular or clip on)
- One (1) single breasted dacron/wool blend blouse with silver buttons
- One (1) dacron/wool blend trousers to match blouse
- One (1) wool dress overcoat

8.2 Members with two or more years of service will receive \$625.00 which the City shall use to purchase the following items in a bulk order by March 15th of each year of the contract:

- Two (2) fatigue trousers
- Two (2) navy blue short sleeve fatigue shirts
- Two (2) navy blue cotton polo shirt with embroidered color logo

Any funds remaining after the purchase of the above items may be used by the individual member to purchase additional uniform items from the vendor or the member may opt to receive the remaining balance in a check. The check shall be issued after balance is determined from final vendor statement. The City and Union will work together to approve uniform vendors and clothing lines utilized for bulk order. When an employee declares to the Chief that he is in his last year of employment with the City, the employee may substitute payment for the bulk order.

8.3 During the first year of the contract, each member with two or more full years of service shall purchase with the bulk order one (1) Regulation Job Shirt and one (1) pair of regulation shoes/boots.

8.4 Each member with two or more full years of service shall also receive an annual "Supplemental Clothing and Maintenance Allowance" in the amount of \$625.00 for the sole purpose of replacement and the maintenance of uniforms specified in the Rules and Regulations. Payment shall be in the second pay period in September of each year of the contract. Each member of the Department shall be required to replace any clothing items listed in the Rules and Regulations that are not in good condition and to replace or alter any items that have become ill-fitting, in the opinion of the Officer in Charge.

8.5 Any member who has completed two years of service as of March 15th or September 15th of any year of the agreement shall be eligible to receive his or her full allotment of clothing in the bulk order for that year and/or the "Supplemental Clothing and Maintenance Allowance".

8.6 The Union agrees that members of the Department will conform to the Department's Uniform Policy, as set forth in the Rules and Regulations. The parties further agree that the Officer in Charge shall conduct full formal inspections twice each year and monitor members daily in order to insure that the members continuously comply with the Uniform Policy.

8.7 New members shall return uniform allowance if employment is ended in any way prior to completion of probationary period. In addition, probationary members may be required to return any uniform items with logos, patches or other means of identification of South Euclid Fire Department. In the event the fire fighter's employment is terminated for reasons other than retirement, the uniform allowance granted shall be recovered by the City on a prorated basis computed on full calendar months worked and the balance due the City deducted from the final salary payment.

8.8 The City shall supply initially issued correctly sized protective turnout gear and shall replace such gear due to normal wear and tear at no cost to the employee. Turnout gear shall be replaced under the following circumstances:

- Primary gear greater than ten (10) years of age;
- Rips, tears, holes, etc. in gear outer shell or inner lining that are not repairable;
- Gear that is no longer able to be cleaned due to chemical, fire or bodily fluid damage.

ARTICLE IX - HOLIDAYS AND FREE DAYS

9.1 In lieu of time off on the designated City holidays, a firefighter is granted one hundred forty four (144) hours of time off during the calendar year. Holiday time off shall be scheduled in compliance with departmental procedures utilized for scheduling vacations. This will allow for seniority to be an advantage, but not a guarantee of receiving a particular selection.

Holidays and free days will not be removed from the schedule except for operational reasons such as scheduling for manpower shortages. The scheduling of such Holidays is within the discretion of the Fire Chief as is all work and time off scheduling. During the last three months of the calendar year an employee may request holiday time at a premium (time and a half) to prevent losing unscheduled time. When an employee declares to the Chief that he will be in his last three years for pension calculations, the employee may have the option to bank some or all of his holiday time for said period.

9.2 Free days (13 tours) are hereby incorporated into the 50-hour general workweek schedule and will be scheduled during, and in accordance with, the work periods throughout the year and the operational needs of the department and departmental practice and with preference given by rank and seniority on the shift. The scheduling of such Free Days is within the discretion of the Fire Chief as is all work and time off scheduling.

9.3 Employees who are scheduled to work on New Year's Day, (0800-0800), Easter Sunday (0800-0800), Memorial Day (0800-0800), July 4th (0800-0800), Labor Day (0800-0800), September 11th (0800-0800), Thanksgiving Day (0800-0800), and Christmas Day (0800-0800), will be paid twelve (12) additional straight-time hours which will be credited to the employee's accumulated compensatory time off. In the event the employee declares to the Chief that he will be in his last three years for pension calculations, employee may substitute pay for compensatory time.

9.4 The following days shall be holidays for fire department members working a 40-hour general workweek schedule:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
July 4	Birthday
Labor Day	Five (5) undesignated holidays
Martin Luther King Day	

ARTICLE X - VACATIONS

10.1 A regular full-time fire fighter shall be granted each year vacation time off without loss of his regular weekly salary based upon his cumulative length of continuous service as follows:

<u>Length of Service</u>	<u>Length of Vacation</u>
	Ten (10) hours per month to December 31, from date of hire
After 1 year	5 tours
After 5 years	7 tours
After 12 years	10 tours
After 17 years	12 tours

40-hour general workweek members

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1 st year of employment	Ten (10) hours per month to December 31, from date of hire
After 5 years	Three weeks
After 12 years	Four weeks
After 17 years	Five weeks

10.2 For the purpose of computing vacation time off to which an employee may be entitled, all employees shall have a common anniversary date of December 31. In order that no employee is penalized by reason of the common anniversary date, the following accrual periods shall be observed:

- a) During the first year of employment, vacation will be earned at the rate of ten (10) hours a week's vacation for each full month worked from the employee's date of hire to the common anniversary date,
- b) During the fifth year of employment, vacation will be earned at the rate of fourteen (14) hours for each full month worked from the employee's fourth anniversary date to the common anniversary date.
- c) During the twelve year of employment, vacation will be earned at the rate of twenty (20) hours for each full month worked from the employee's eleventh anniversary date to the common anniversary date.
- d) During the seventeenth year of employment, vacation will be earned at the rate of twenty-four (24) hours for each full month worked from the employee's sixteenth anniversary date to the common anniversary date.

For those employees hired prior to the fifteenth (15th) of the month, computation will be made as of the first day of the month hired.

For those employees hired from the sixteenth (16th) to the end of the month, computation will be made effective the next month.

10.3 The right to schedule the employee's vacation period is reserved by the City. Employees shall notify the City by November 30 of each year of their choice of vacation dates for the next year. The City will post the vacation schedule by January 1 of each year. Wherever possible, the City will seek to accommodate employees as to vacation dates. Any conflict in choice shall be resolved first on the basis of rank and then by departmental seniority. With respect to officers in the same rank, it shall be resolved according to length of time within the rank. Request for vacation period changes must be made at least two (2) weeks prior to the beginning of the previously approved vacation period. The city may reschedule an employee's vacation period for operational reasons provided it notifies the employee two (2) weeks in

advance of the beginning of the employee's previously approved vacation. Employees shall be required to take their vacation off from work and may not receive vacation pay in lieu thereof.

10.4 Vacations may not be voluntarily accumulated from year to year, nor may a vacation be voluntarily postponed from one vacation year to another. No employee may receive an advance vacation.

10.5 An eligible employee may elect to receive his vacation check on the pay date prior to the employee's vacation provided two (2) weeks' notice has been given of the employee's desire to receive a vacation check.

10.6 An employee who is discharged or who terminates his employment after qualifying for a vacation shall be paid one-twelfth (1/12) the vacation pay due him based upon his completed length of service, for each full month of employment or major fraction thereof for which he has received no vacation pay, provided the employee has given the City two (2) weeks' advance notice of his termination of employment. In the event an employee terminates his employment or is discharged and later rehired, he shall be considered a newly hired employee. In the event of the death of an employee, his accrued vacation pay shall be paid to his surviving spouse or to his estate.

10.7 Any employee who sustains a work-related injury covered by Ohio Workers' Compensation will continue to accrue vacation during the period of disability provided the employee returns to his normal duties within one hundred and eighty (180) days of the date of injury.

10.8 Any employee who is receiving compensation for authorized sick leave will continue to earn vacation credits during the period of such compensation from the City.

ARTICLE XI - HOSPITALIZATION

11.1 (a) Effective January 1, 2012 and for the duration of this Agreement, for regular full-time employees, the City will make available the hospitalization insurance plan (plan summaries are attached to this Agreement) or other comparable plan. In addition, the City will continue to offer preventive dental coverage as described in the American Dental Centers Preventive Dental Program, or a plan which is equivalent or better. The City will continue its present administrative procedures and eligibility requirements for the life of this Agreement. Such programs will be arranged with such insurance company, carrier or agency as the City may select and shall be subject to the terms of the master contract issued to the City. The City shall have the right to choose an alternative carrier and to provide other delivery systems after discussions with the Union. The City's obligation shall be limited to the payment of premiums as set forth in this article, and any dispute between the claimant and any insurance company, carrier or agency shall not be subject to the grievance procedure.

(b) The City shall continue the healthcare committee consisting of both representatives of this Union and all other Unions, which will meet quarterly, to study hospitalization, and develop strategies to help to contain healthcare costs. The committee will

recommend any benefit changes to both the employer and the Unions. The City and Union will work through the healthcare committee to revise Cities Cafeteria and/or Savings Plan pursuant to Internal Revenue Code Section 125, which will provide for payments with pre-tax dollars. The City shall implement the revised plan at its completion.

11.2 In the event a fire fighter desires to enroll in a different health plan than what is provided by the City, the City will pay to the approved carrier an amount up to that currently paid by the City for its primary health plan. This does not apply to plans provided by another employer and the plan must be between the City employee and the carrier.

11.3 Employees shall continue for the duration of this Agreement to be responsible for the cost of monthly premiums paid by the City for health insurance as follows:

OPTION #1: \$0 DEDUCTIBLE, 100% PLAN (TRADITIONAL PLAN)

UNITED HEALTH INSURANCE	Employee pays ten percent (10%) of the
Or similar Plan	family or single plan

OPTION #2: \$250/\$500 DEDUCTIBLE; 100% PLAN

UNITED HEALTH INSURANCE	Employee pays six percent (6%) of the
Or similar Plan	family or single plan

OPTION #3: HEALTH SAVINGS ACCOUNT: \$2500/\$5000 Deductible, 100% PLAN

UNITED HEALTH INSURANCE	City to fund Health Savings Account option for
Or similar Plan	employees at fifty percent (50%) of the
	deductible with no premium by the employee.

In addition, the City will continue to pay the full monthly premium cost of preventive dental coverage, as described above, for those employees who enroll in such a plan.

11.4 For the duration of this agreement the City will continue to pay the premiums for \$20,000 of term life insurance coverage for eligible full-time employees.

11.5 Voluntary Waiver of Health Insurance Coverage.

(a) Employees who are eligible for health insurance coverage, their dependents and spouses may voluntarily elect, in writing, not to be covered under the City-offered health insurance plan. In the event family coverage is discontinued, the employee may elect to be compensated \$100.00 for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. If single coverage is discontinued, the employee may elect to be compensated \$36.00 per month for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. Payroll payments under this section will be made semi-annually.

(b) Employees who wish to re-enroll in family or single hospitalization insurance coverage with the City may do so during the various insurance plans' normal enrollment period provided the employee, spouse and dependents meet the eligibility requirements for enrollment. As part of the election not to be covered under the City

hospitalization insurance plans, the employee, spouse and dependents must acknowledge that if they should seek re-enrollment in the insurance plans offered by the City, they may not be covered by such carriers for any pre-existing conditions. In addition, the City may require periodic proof of coverage elsewhere. (City to draft waiver)

ARTICLE XII - WAGES, HOURS AND OVERTIME

12.1 The annual, but not guaranteed salary is based upon a general workweek of fifty (50) hours. The biweekly salary is computed by reducing the annual salary to a daily rate. Approved absences, such as holidays, vacation time off and use of paid sick leave time will not result in a reduction in salary. An employee will not be eligible to receive overtime compensation while on paid sick leave. In the event an employee is absent from work and is not eligible for paid time off, his salary will be converted to an hourly rate in accordance with Finance Department procedures and his pay will be reduced by such hourly rate times the hours of work for which he is not eligible for compensation. For example, if an employee is absent from work one (1) day (twenty-four (24) hours) and is not eligible for pay for his time off, his pay for the pay period will be reduced by twenty-four (24) times his hourly rate of pay.

12.2 Twenty-four (24) consecutive hours, including meal periods, shall constitute a normal tour, but not guaranteed, except for the fire prevention employee designated to work an eight (8) hour, but not guaranteed, day.

12.3 When an employee is regularly scheduled and works 216 hours in the twenty-eight (28) day work period, he will receive compensatory time off at the rate of one-half ($\frac{1}{2}$) of his regular straight-time hourly rate for hours worked starting with the 213th through the 216th hour of work during the work period. Authorized hours of work in excess of 216 in the twenty-eight (28) day work period will be paid at the rate of time and one-half ($1\frac{1}{2}$) the fire fighter's straight-time hourly rate.

12.4 In the event a fire fighter is required to work a tour on his normal and prescheduled days off, he will be compensated at the rate of time and one-half ($1\frac{1}{2}$) his regular straight-time hourly rate for his hours of work on said day off. However, when a fire fighter works on his prescheduled day off and takes a paid sick leave day in the succeeding three (3) calendar days, the City shall require satisfactory medical certification for such absences as a condition for paying the time and one-half rate for the purpose of counting paid sick time as hours worked during the work period, otherwise he will receive straight-time pay for hours worked. If the fire fighter is working his normal or prescheduled day off because of an exchanging of days to accommodate another fire fighter, this provision does not apply and the working fire fighter will not receive the compensation in this paragraph or as set forth in Paragraph 12.3.

12.5 In the event a fire fighter is called in to work additional hours immediately prior to the start of his regular tour or to remain on duty past the end of his regular tour, he will be paid overtime compensation at the rate of time and one-half his regular straight-time hourly rate for the hours of work prior to or following his regular tour.

12.6 Emergency Call-Out Guarantee. For emergency or special call-out duty, a fire fighter shall be guaranteed three (3) hours pay. He will be compensated at the overtime rate for hours worked. If three (3) hours of work are not available, the remaining hours not worked will be paid at the regular straight-time hourly rate. Emergency call-out time guarantee shall not apply where such employee remains on duty past his regular shift, or when he is called for additional hours immediately prior to his shift time. In such event, Paragraph 12.5 shall apply.

12.7 There shall be no pyramiding of overtime and/or premium pay - that is, not more than one (1) premium shall be paid for the same hours worked.

12.8 Scheduled Meeting Attendance. In the event a firefighter or officer is required to attend a scheduled meeting on his normal and prescheduled days off, he shall be guaranteed two (2) hours pay. He will be compensated at the overtime rate for hours worked. This provision shall not apply for meetings scheduled immediately preceding or following the employee's regularly scheduled duty day. Scheduled overtime to attend meetings, training classes and other functions by order of the Chief shall be mandatory unless excused for just cause.

12.9 Effective January 1, 2012, the salary schedule will be the following levels and the fire fighter's salary will be adjusted in accordance with his job class and length of service:

	Class C <u>Start</u>	<u>6 Mos.</u>	Class B <u>12 Mos.</u>	<u>18 Mos.</u>	
Fire Fighter	\$48,665	\$50,250	\$54,997	\$57,371	
	Class A <u>3rd Year</u>	After <u>5 Yrs.</u>	After <u>10 Yrs.</u>	After <u>15 Yrs.</u>	After <u>20 Yrs.</u>
		(+\$1155)	(+1575)	(+2095)	(+2475)
Fire Fighter	\$67,332	\$68,487	\$68,907	\$69,427	\$69,807
Fire Lieutenant	\$75,075	\$76,230	\$76,650	\$77,170	\$77,550
(+11.5% Class A 3rd Yr.)					
Fire Captain	\$83,709	\$84,864	\$85,284	\$85,804	\$86,184
(+11.5% Lieutenant)					

Effective January 1, 2013:

	Class C <u>Start</u>	<u>6 Mos.</u>	Class B <u>12 Mos.</u>	<u>18 Mos.</u>	
Fire Fighter	\$49,517	\$51,129	\$55,959	\$58,375	
	Class A <u>3rd Year</u>	After <u>5 Yrs.</u>	After <u>10 Yrs.</u>	After <u>15 Yrs.</u>	After <u>20 Yrs.</u>

		(+\$1155)	(+1575)	(+2095)	(+2475)
Fire Fighter	\$68,510	\$69,665	\$70,085	\$70,605	\$70,985
Fire Lieutenant (+11.5% Class A 3rd Yr.)	\$76,389	\$77,544	\$77,964	\$78,484	\$78,864
Fire Captain (+11.5% Lieutenant)	\$85,174	\$86,329	\$86,749	\$87,269	\$87,649

Effective January 1, 2014:

	Class C <u>Start</u>	<u>6 Mos.</u>	Class B <u>12 Mos.</u>	<u>18 Mos.</u>	
Fire Fighter	\$50,507	\$52,152	\$57,079	\$59,542	
	Class A <u>3rd Year</u>	After <u>5 Yrs.</u>	After <u>10 Yrs.</u>	After <u>15 Yrs.</u>	After <u>20 Yrs.</u>
		(+\$1155)	(+1575)	(+2095)	(+2475)
Fire Fighter	\$69,880	\$71,035	\$71,455	\$71,975	\$72,355
Fire Lieutenant (+11.5% Class A 3rd Yr.)	\$77,917	\$79,072	\$79,492	\$80,012	\$80,392
Fire Captain (+11.5% Lieutenant)	\$86,877	\$88,032	\$88,452	\$88,972	\$89,352

12.10 Further increases in salary by moving from class to class or moving within a class will be earned in accordance with the employee's anniversary date. Increases will be effective upon the employee's anniversary date or the effective date of appointment and/or certification. In the event an employee in the bargaining unit is appointed by the Fire Chief with the approval of the Director of Public Safety as the Fire Prevention Officer (FPO), he shall be compensated at an amount equivalent to one-half (½) the pay difference between the Captain and Lieutenant pay level but not less than his current rank. The Fire Prevention Officer's work schedule shall be forty (40) hours per week. The FPO may select a forty hour week with four ten hour days scheduled from 0700 – 1700 or five eight hour days scheduled from 0800 – 1600 or as approved by the Employer. Such approval will not be unreasonably denied. These hours may be modified by the Employer for special or non-regular inspections, meetings or other type events. When the FPO is scheduled for a ten hour day and takes a vacation or holiday, ten hours shall be subtracted from the total vacation or holiday hours. In the event it becomes necessary to use an employee in the bargaining unit to act as the Fire Prevention Officer on an as needed temporary basis he shall be compensated at a level equal to a Lieutenants pay level.

12.11 (a) Fire fighters certified and assigned as paramedics will be compensated an additional 4% per year computed on the Class A third year rate. This provision (additional 4% per year) shall be suspended for the current contract period only. Effective January 1, 2012 through December 31, 2014 the paramedic differential will be a flat \$2,647 amount each year of

the Agreement.

(b) In the event the Fire Prevention Officer is certified as a Paramedic, he shall receive the paramedic compensation, and the Fire Chief may assign him to Paramedic duties on an unanticipated and non-regular basis.

(c) Mechanics Premium. The Fire Chief may assign one (1) department member annually to be the Departmental Mechanic. The individual classified as the Departmental Mechanic shall be paid, in addition to all wages and benefits to which the member is entitled under the terms of this agreement, a premium of 2% per year computed on Class A third year rate, to be paid in equal biweekly installments along with his regular pay.

12.12 Officer Differential. Lieutenants will be compensated 11.5% per year (Lts.) over the Class A third year rate and Captains will be compensated 11.5 (Capts.) over the Lieutenant rate.

12.13 (a) When a fire fighter is assigned by the Chief to act as an officer in excess of twelve (12) hours on the tour, the fire fighter will be compensated with three (3) hours of compensatory time at the employee's straight-time hourly rate. In the event two (2) fire fighters split the tour, the compensation may be split. No more than one total premium for a twenty-four (24) hour tour will be paid. When an employee declares to the Chief that he will be in his last three years for pension calculations, the employee may substitute pay for compensatory time.

(b) When a Lieutenant is assigned by the Chief to act as a Captain in excess of twelve (12) hours on the tour, the Lieutenant will be compensated with three (3) hours of compensatory time at the Lieutenant's straight-time hourly rate. When an employee declares to the Chief that he will be in his last three years for pension calculations, the employee may substitute pay for compensatory time.

(c) Acting Lieutenants will be required to meet the following conditions to be eligible for assignment:

- 1) Minimum of five (5) complete years of service;
- 2) Minimum of seventy (70) percent passing grade on written test for acting officer;
- 3) Possess State of Ohio certification for one of the following: Fire Safety Inspector; Fire Officer I, Fire Investigator, Fire Instructor or pass the most recent SEFD promotional Lieutenants examination;
- 4) Six (6) hours of continuing education in an officer related field every three years.

(d) The Fire Chief may assign department members, with their consent, to administrative staff on a temporary basis for special projects to achieve the mission of the fire department. Members assigned to the administrative staff will work a 40 hour workweek schedule and will be compensated at a level equal to a Lieutenants pay schedule.

12.14 Salary Reduction Plan. The City shall continue to participate in the "Pension Pickup" plan, more commonly referred to as the "Salary Reduction" plan, as approved by the Internal Revenue Service and the Police and Fire Disability and Pension Fund of Ohio.

ARTICLE XIII - JURY DUTY PAY

13.1 The City will pay a regular full-time employee who takes time off from work to serve as a juror, for not more than thirty (30) calendar days, the difference between his jury duty pay and his regular straight-time hourly rate, provided the employee returns to the City any compensation received as a result of service on a jury. When an employee completes his jury duty on a given day for which he is scheduled to work, that employee will be expected to report for work as soon as practical.

ARTICLE XIV - FIRE FIGHTERS PROFESSIONAL LIABILITY INSURANCE

14.1 The City will continue for the life of this Agreement the payment of premiums for its current professional (medical) liability insurance policy.

ARTICLE XV - REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COSTS

15.1 Reimbursement for Approved Educational Course Costs. For all subjects required to attain an Associates or Bachelors Degree in The Science of Fire and Safety Engineering or a relate degree in the same occupational field for Fire Department personnel taken during an employees employment under this Agreement and for such other subjects as are approved by the Mayor for department members, the City will reimburse a department member for the costs of said course(s), including applicable tuition, fees, cost of books and related materials necessary in the completion of such course(s), less any amount paid by a federal or public agency toward the cost of said course(s). The City will only reimburse a department member for costs related to obtaining one (1) Associates and/or Bachelors Degree.

15.2 The following enumerated conditions and requirements are hereby established as conditions precedent to the reimbursement provided above for approved educational courses:

- a) Department members must have completed two years of service in the Fire Department before they will be entitled to reimbursement for approved educational courses under this Article.
- b) For reimbursement, a minimum of grade "C" or its equivalent is required to qualify for such reimbursement.
- c) Reimbursement will, be paid only at the end of the school quarter or semester upon submission to the satisfaction of the Mayor of the School transcript or other competent evidence that the course were successfully completed in that particular calendar year.

ARTICLE XVI - SPECIAL LEAVE AND ALTERNATE/LIGHT DUTY

16.1 A full-time employee covered by this Agreement who is absent and physically unfit for duty as a result of a serious on-the-job injury or illness arising out of and in the course of lawful bona fide "high risk" fire fighting work as determined solely by the City using the criteria set forth in 15.3 may be granted a special leave at his regular rate of pay for up to four (4) consecutive weeks in lieu of using his accumulated sick leave pay. The Mayor, at his discretion, may extend such leave up to an additional four (4) consecutive weeks. An employee or an Association representative on behalf of an employee who feels that he is eligible for special leave should submit a written request to the fire chief along with any information the employee feels supports his request. The Employee's disability must be evidenced by satisfactory medical certification from the designated City physician when requested and required by the City. When a special leave is granted, it shall commence on the eighth day following the day of the injury or illness. Only one (1) special leave can be granted for the same injury or illness.

16.2 Such special leave if granted shall end upon reaching the above four (4) consecutive week period or sooner if the employee is declared permanently disabled or able to return to normal duties. It is understood that this provision does not apply to injuries or illnesses of a routine nature, those which occur in non-emergency situations,- or while performing house work or other non-emergency related tasks.

16.3 For the purpose of this section, the City will use criteria such as, but not limited to, the following to determine "High Risk."

- a) The employee was following standard operating and safety procedures and the injury or illness is the direct result of a working fire or the direct result of responding to, performing at, or returning from an emergency and the injury or illness is caused by unexpected events such as, but not limited to:
 1. An accident occurring when lights and sirens are being used pursuant to Division rules and regulations and state law;
 2. Falling object;
 3. Smoke or gas inhalation or poisoning;
 4. Bodily burns;
 5. Falls during attempted rescue;
 6. Falls as a result of weakened structures in buildings;
 7. Equipment failure.
- b) The illness is the direct result of or is caused by performing in any emergency situation in conformance with standard operating and safety procedures and results

in contagious or infectious disease classified pursuant to 3701.24(b) O.R.C. which are contracted or 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.

- c) The employee was following standard operating and safety procedures and the injury or illness is the direct result of Live Burn training or participating in "High Risk" training as a member of the Heights Area Special Rescue Team (HASRT).
- d) The employee receives an injury while treating or transporting a violent, behavioral, mentally ill or psychotic patient.

16.4 In order to qualify for special leave:

- a) The event herein described must be duly logged and a written report submitted to the chiefs office during the shift in which it occurs, or as soon as practical after the accident, or, in the case of exposure to a contagious disease, as soon a practicable after the employee first becomes aware of the exposure and 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).
- b) The fire fighter shall have applied for and have been found eligible to receive coverage under Workers' Compensation of Ohio and the fire fighter signs a waiver and assignment to the City for the amount payable under Workers' Compensation for Temporary Disability benefits, and for any other City-paid insurance benefits.

16.5 Alternate - Light Duty

If an employee in the department is on sick leave due to a health condition or injury, certified by a physician designated by the City, which would prohibit him from engaging in, the full scope of firefighting activities, including emergency medical activities, the City has the authority to return the employee to work in light duty status. Light duty in the Department shall include Fire Prevention activities, record keeping, light daily cleaning and other such duties, which will not cause further aggravation to the health condition or injury in the opinion of the City-designated physician. Any employee assigned to temporary Alternate - Light Duty status by the Fire Chief shall participate in a supervised rehabilitation program as indicated by the City's comp management case worker and/or physician, designed to return the employee to his/her previous unrestricted status. Any employee assigned to Alternate - Light Duty status shall continue to receive all compensation and fringe benefits, including accumulation of seniority, attached to his regularly assigned position. This paragraph is not to be construed as proving a right to light duty, but rather addresses the situation where the City exercises its sole and unilateral privilege to assign light duty work where circumstances so warrant.

Light duty status is intended to be only temporary in nature. As such, all light duty

assignments under this provision shall be reviewed and re-evaluated by the Chief on an ongoing basis. In any event, light duty under this provision shall not exceed One Hundred and Twenty (120) days.

ARTICLE XVII - LABOR/MANAGEMENT COMMITTEE

17.1 In the interest of sound labor/management relations, and upon the written request of the Employer or the Union president, once each quarter, the Mayor or his designee, and Fire Chief shall meet with not more than three (3) representatives of the Union to discuss issues of mutual Labor/Management interest.

17.2 The party requesting such a meeting shall furnish the agenda to the other party at least five (5) calendar days in advance of scheduled meetings. The agenda, if provided by the Union, shall include the names of the Union representatives who will be attending. The purpose of such meeting shall be to:

- a) Discuss the administration of this Agreement;
- b) Notify the Union of changes made by the Fire Chief which affect the Union;
- c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- d) Disseminate general information of interest to the parties;
- e) Discuss ways to increase productivity and improvement of efficiency; and
- f) To consider and discuss health and safety matters relating to union members.

17.3 It is further agreed that should special labor/management meetings be requested and mutually agreed upon, they shall be scheduled as soon after the request as is practical.

ARTICLE XVIII - TIME TRADES

18.1 Employees shall have the right to trade shifts or parts of a shift as long as the trade is in compliance with the Fair Labor Standards Act and as long as a result of the trade, the number of paramedics on duty does not fall below three (3). The employee shall notify the Officers-in-Charge twenty-four (24) hours prior to the commencement of the time trade except in cases of emergency. The Chief or Asst. Chief may deny approval of a time trade at his discretion for operational reasons that may be necessary to maintain service excellence.

Time trades are to be between firefighters or officers, but not mixed between firefighters and officers. Captains and Lieutenants may trade without regard to acting officer pay.

ARTICLE XIX - SICK LEAVE

19.1 Effective January 1, 2012, unused sick leave shall be cumulative up to 2000 hours. The sick leave buy-back ratio shall be one-half (1/2) up to a maximum of a 1000 hour payout. Members on a 40-hour schedule will calculate sick leave payment at termination based on a maximum 1500 hours. 40-hour members may buy-back their sick leave at a ratio one-half (1/2) up to a maximum of a 750 hour payout. The employee may elect to buy-back hours in

excess of 1248 annually at a ratio of one-third (1/3). Annual buy-back shall not exceed sixty (60) hours.

19.2 Paternity Leave. A fire fighter will be permitted to use up to seventy-two (72) hours of his accumulated sick time to attend the birth of a child and after to attend to the care of his children or the mother of his children. Time to be used on the next scheduled days on or after the birth.

19.3 Voluntary Sick Leave Contribution. Pursuant to the following conditions, employees shall be entitled to voluntarily contribute earned, but unused, accumulated paid sick leave for the use by another bargaining unit employee who has filed an "Emergency Request for Voluntary Sick Leave Contributions" form. Employees requesting the contributions must exhaust his/her own sick leave, vacation and personal leave prior to using any time in his/her emergency bank.

- (a) Any bargaining unit employee may contribute up to a maximum of twenty-four (24) hours of his/her earned, but unused, accumulated paid sick leave to the requesting bargaining unit employee, but must retain at least one hundred fifty-six (156) hours after any contribution. Any employee so contributing his/her earned, but unused, accumulated paid sick leave shall have such contributed time deducted from his/her accumulated balance.
- (b) Any agreement to contribute must be in writing and signed by the contributing employee and his/her Union representative and subject to final approval by the City. A copy of the agreement shall be placed in the employee's file. Any time pledged is to be considered donated if employee requesting donations does not return to active duty.
- (c) Any emergency contributions not used by requesting employee shall be equally split and returned to any employee who voluntarily contributed to requesting employee's emergency bank.
- (d) Employee requesting voluntary contributions shall agree, upon returning to duty, to repay all time donated to his/her emergency bank. As paid sick time is earned, it shall be paid back to employees who voluntarily donated time per employee's request for voluntary donations. Time shall be repaid, by seniority (the most senior pledgee's time repaid first). This shall continue until all donated time has been repaid.

19.4 Justification and Approval of Sick Leave

- a) Requests for use of sick leave for absences from regularly assigned duties for a period of less than two (2) consecutive work days may be approved without medical certification, upon the employee providing a satisfactory written signed statement to justify use of sick leave; provided however, that such use of sick leave without medical certification shall not exceed ninety six (96) hours in a calendar year.
- b) Requests for use of sick leave for absences from regularly assigned duties for a period of two or more consecutive work days shall be accompanied by medical

- certification subject to verification.
- c) Requests for use of sick leave for the day preceding and/or the day following Free Days, Extra Holidays and/or Vacation Days shall be accompanied by medical certification subject to verification if requested by Chief.
 - d) As used herein workday is defined as follows:
 - 1. For employees working a forty-hour workweek, each consecutive eight working hours shall constitute one workday.
 - 2. For employees working a fifty-two hour workweek each consecutive twenty-four working hours shall constitute one workday.
 - e) Medical, dental, optical examination or treatment of the employee shall not be considered an approved use for sick time unless the appointment cannot be scheduled during non-work hours.
 - f) Checking on members on sick leave will be conducted-through the use of public telephone or home visits, limited to one call or visit per day from the Fire Chief or his designee to the employee during the normal working hours of 0800-1700 weekends included.

19.5 Sick Leave Incentive: At the beginning of each calendar year all covered employees shall be credited with a bank of thirty (30) hours of accumulated straight-time which will be applied towards their Sick Time Incentive. This bank of time shall run concurrently with the member's normal sick time bank. Any use of sick time hours by the employee during the calendar year shall also be deducted from their Sick Time Incentive Bank on an hour for hour basis.

At the end of the calendar year, if the employee has not used any sick time, the thirty (30) hours will be added to the employee's comp time bank at the beginning of the following year. Otherwise, the balance of hours remaining in their Sick Time Incentive Bank after the deduction for use of unexcused sick time will be added to the comp time bank. When an employee declares to the Chief that he will be in his last three years for pension calculations, the employee may substitute pay for compensatory time. Sick Time Incentive hours are not cumulative nor shall they be carried over to the next year.

All other policies and procedures governing the use, reporting, sick leave computation and justification of sick time not covered in Section 18.4 of the contract is detailed in The Codified Ordinances of the City of South Euclid Chapter 137 as may be amended from time to time.

ARTICLE XX - HEALTH & WELLNESS PROGRAM

20.1 The City and Union agree to maintain a mandatory medical, wellness and physical fitness program in place for each member of the Fire Department to help and encourage obtaining a level of wellness/fitness consistent with job duties he or she may be called upon to perform. The physical fitness program shall remain a positive program and not punitive in

design; allow for age and position in department; allow for on duty time participation utilizing facilities and equipment provided by the City and Union. The program shall provide for rehabilitation and remedial support for those in need; and be reasonable and equitable to all participants. The program shall utilize Fire Department TAFF certified Peer Fitness Trainers to assist in development and support with Personalized Fitness Program's.

The guidelines for the program are set forth in the "South Euclid Fire Department Health and Wellness Program" in effect as of October 2006 and any revision through December 31, 2011.20.2 A committee shall be formed to help maintain the program. The committee shall consist of the Fire Chief, one (1) member of the Union's negotiation committee, all Peer Fitness Trainers and the Fire Chiefs designated program coordinator. This committee shall make their recommendations to the City annually, which will allow for the initiation of any changes by the next calendar year.

ARTICLE XXI - ALCOHOL AND CONTROLLED SUBSTANCE ABUSE POLICY

21.1 Policy Statement. Both the City and the Safety Forces recognize that alcohol and controlled substance abuse are threats to the public safety and to the employees. Thus, the City will take the necessary steps, including alcohol and controlled substance testing, to eliminate abuse. The goal of this policy is that of education, prevention and rehabilitation, rather than discipline and termination. Employees who believe they have a dependency problem, even in its early stages, are encouraged to seek diagnosis and follow through with treatment that may be prescribed by qualified professionals, in order to eliminate the problem, as early as possible. Employees should consult their health insurance plan for available benefits.

21.2 Job Security. It will be the responsibility of all superior officers in the Safety Forces to implement this policy and to assure that no person with an alcohol or a controlled substance dependence problem will have his job security or promotional opportunities jeopardized by a request for a diagnosis or treatment. The decision to request a diagnosis and to accept treatment for such dependence or abuse is the personal responsibility of each employee. An employee's refusal to accept referral for diagnosis or to follow the prescribed treatment will be handled in accordance with other policies relating to job performance and/or discipline. Persons participating in the alcohol or controlled substance dependency program will be expected to satisfy existing job performance standards and established work rules.

21.3 Confidentiality. It is imperative that all employees recognize and preserve the confidential nature of the medical records of employees with alcohol and controlled substance dependency problems. If any employee feels that he or she has a dependency or abuse problem that is reflected in their work performance, the employee is strongly urged to speak to their immediate supervisor, Safety Director or the Department Chief.

21.4 Disclaimer. Nothing in this statement of policy is to be interpreted as constituting a waiver of the City's responsibility and right to maintain discipline or its right to take disciplinary actions in case of poor performance or misconduct that may result from alcohol or controlled substance abuse or dependency or for any violation of Departmental rules and regulations concerning alcohol and controlled substances.

21.5 General.

(a) The controlled substances covered by this policy include marijuana metabolites, cocaine metabolites, opiates, phencyclidines and amphetamines. The reference in this policy to "use of alcohol" means on duty use.

(b) Employees who are seeking or going through rehabilitation for substance abuse are not relieved from complying with Departmental rules and regulations concerning alcohol or controlled substances.

21.6 Basis for Testing. Employees may be tested for alcohol or controlled substances under any of the following conditions and test results will be used by the City for only administrative and disciplinary proceedings:

- (a) Where there is reasonable suspicion to believe that the employee is under the influence of; or their job performance is impaired by either alcohol or controlled substances. Such reasonable suspicion must be based on objective facts or specific circumstances found to exist that present a reasonable basis to believe that the employee is under the influence of; or is using or abusing, alcohol or controlled substances. Examples of reasonable suspicion may include, but are not limited to poor work performance, high level of sick time usage, unusual behavior or actions, involvement in on-the-job accident resulting in personal injury or property damage, or involvement in a traffic accident while operating a City vehicle, where circumstances raise a question concerning the existence of alcohol use or controlled substance use by the employee. The list of these examples is not intended to exclude other situations that may give rise to reasonable suspicion of being under the influence of, or using or abusing, alcohol or controlled substances.
- (b) Employees who have been ordered for testing and have a confirmed positive test result for a controlled substance or persons who are determined to have an alcohol abuse problem will be given one (1) opportunity to go on a leave of absence for up to forty-five (45) days for the treatment and rehabilitation provided satisfactory medical documentation is periodically provided to the City that the employee is unable to return to work. During such leave, the employee may use his or her accumulated sick leave provided: the treatment or rehabilitation program qualifies for coverage under the City's hospitalization insurance policies.
- (c) After participation in an alcohol or controlled substance abuse rehabilitation program, an employee shall be required to undergo three (3) urine tests, within the one (1) year period starting with the employee's completion of the program. Failure to receive a confirmed negative test result for controlled substances during this period may result in immediate termination of employment.
- (d) After two (2) years with no confirmed positive test result for controlled substances or no recurrence of alcohol-related problems, the prior actions during the two (2)

year period will not be used as a basis for subsequent disciplinary action.

21.7 Order for Testing. If an employee is reasonably suspected of being under the influence of, or using or abusing alcohol or controlled substances, except in those cases where the Department Chief has authorized same due to the employee's job tasks while on duty, it shall be reported to the shift officer in charge. The shift officer in charge shall determine if alcohol or controlled substance testing is warranted. If it is determined that the testing is warranted, an order shall be issued requiring that the test be taken and the officer in charge will attempt where possible to first confer with the Chief or another officer on duty. Nothing in this section shall prevent an immediate supervisor, Safety Director or the Department Chief to issue the order that the test be taken if they reasonably suspect an employee being under the influence of alcohol or a controlled substance by giving the reasons for doing so, in writing, to the shift officer in charge and to the affected employee, as soon as possible. This report shall be confidential, but a copy will be given to the affected employee, if requested, and shall be released to any person designated by the affected employee.

21.8 Testing Procedure. Specimen collection shall occur in a secure and private room and shall be witnessed by a person of the same sex as the donor-employee. Specimen samples shall be sealed, labeled against the identity of the employee to ensure the results match the employee tested. Prior to submitting the same, the employee will be required to complete a form indicating all drugs currently being taken and any toxic substances he may have come in contact with. The United States Department of Transportation (D.O.T.) Rules and Regulations for drug and alcohol testing programs, 49 CFR part 40, as amended, with regard to cut-off levels, collection procedures, laboratory certification requirements, chain of custody and testing procedures are incorporated as a part of this policy. If alcohol abuse is suspected the employee may submit to a breathalyzer test, to be administered by an operator licensed through the State of Ohio, Department of Health if he so desires.

21.9 Employee Assistance Program. The City has contracted with Access Behavioral Care to establish a formalized Employee Assistance Program (EAP) for employees with alcohol and substance abuse problems. Employees will have the following protections:

- a) Participation will be voluntary.
- b) Information and communication by the employee relating to the employee's participation will not be disclosed to anyone outside of the program for any purpose without the employee's consent.
- c) No employee will be disciplined in any manner as a result of their voluntary participation in the plan.

The City shall have the right, without prior consultation with the Association, to change EAP contractors. The City shall be solely responsible for the payment of all premiums associated with the cost of this program.

ARTICLE XXII - MILITARY LEAVE

22.1 In the event that any bargaining unit member per the Federal Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and a section of the Ohio

Revised Code, who gives advance written or oral notice of their call to military service shall be entitled to leave of absence, salary, benefits and reinstatement, all within specified (USERRA) and State of Ohio limits.

ARTICLE XXIII - UNION BUSINESS

23.1 The Association will be credited on January 1 of each year forty-eight (48) hours for Association business. Such time shall be used at the time designation for the Association President or member of the Executive Board and will be for, but not limited to, meetings, seminars, conferences, or to conduct Union business directly related to the bargaining unit. Any hours not used in a calendar year may not be carried forward into the next year. The Association President must submit his request thirty (30) days in advance to the Fire Chief and such request will not be unreasonably denied. However, time off will be denied if minimum manning standards cannot be maintained during any absence. A written explanation describing the Union business being attended will accompany all requests for time off.

ARTICLE XXIV - RESIDENCY

24.1 All bargaining unit members shall reside within Cuyahoga County or a county contiguous to Cuyahoga County.

ARTICLE XXV - COMPENSATORY TIME

25.1 Employees of the Fire Department shall accrue up to ninety-six (96) hours of compensatory time and utilize said compensatory time consistent with past practice and previously agreed upon departmental policies.

ARTICLE XXVI - SAVINGS CLAUSE

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

ARTICLE XXVII - MODIFICATION

27.1 This Agreement is in lieu of all other contracts heretofore existing between the parties and no provision contained in this Agreement shall be modified or altered unless approved by the City Council and signed by an officer of the Association, and the Mayor of the City of South Euclid.

ARTICLE XXVIII - FINAL AGREEMENT

28.1 This Agreement shall finally dispose of all demands of the Association which have heretofore been made or which might be or have been the subject of collective bargaining, whether or not within the knowledge or contemplation of the parties and, therefore, any legal obligation to bargain with respect to any matter which is or may be the subject of collective

bargaining is hereby expressly waived by each of the parties hereto, except during the period following the giving of sixty (60) days' notice prescribed in Paragraph 26.1 herein. It is the intention of the parties that their entire relationship shall be governed solely by this Agreement.

ARTICLE XXIX - DURATION MODIFICATION AND TERMINATION

29.1 This Agreement shall be and remain in full force and effect from January 1, 2012 until December 31, 2014, inclusive, and thereafter from year to year; provided that this Agreement will terminate at the expiration of the initial term or any renewal term if either party gives written notice to the other of its desire for termination at least sixty (60) days before such expiration date; and provided that if this Agreement is not so terminated and either party gives written notice to the other of its desire to change or modify this Agreement at least sixty (60) days before any such expiration date, then this Agreement shall remain in full force and effect after such expiration date until a new Agreement has been negotiated and signed.

ARTICLE XXX - PHYSICAL FITNESS PROFICIENCY

30.1 All bargaining units will have the option of performing a physical fitness test and obtaining a passing score on an annual basis. Testing standards will be mutually agreed upon by the City and the Union prior to December 31, 2012. Successful passage of this physical fitness proficiency test is not a term and condition of employment.

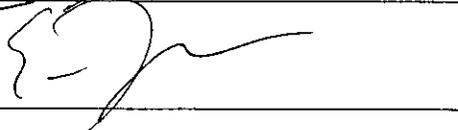
30.2 Effective January, 2013, employees will be compensated up to the following amounts each year for successful passage of the physical fitness test:

2013 - \$300
2014 - \$500

Employees that participate in the physical fitness test but achieve less than 100% on the fitness standards shall receive a prorated payment of the above amounts corresponding to their percentage score on the fitness standards, so long as the employee successfully completes at least 25% on the fitness standards. Employees who separate from service during a calendar year shall have their Physical Fitness Proficiency Pay prorated upon separation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 20th day of DECEMBER, 2012.

SOUTH EUCLID FIRE FIGHTERS
ASSOCIATION, LOCAL 1065

BY: 
BY: 

CITY OF SOUTH EUCLID


MAYOR GEORGINE WELO

BY: Shan Patel

BY: _____

APPROVED AS TO FORM:

MP L
MICHAEL P. LOGRASSO,
DIRECTOR OF LAW