



AGREEMENT

12-MED-09-0979

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02/20/2014

BETWEEN

THE CITY OF RICHMOND HEIGHTS, OHIO

AND

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS,
LOCAL 2009, AFL-CIO**

EFFECTIVE JANUARY 1, 2013 THROUGH DECEMBER 31, 2015

TABLE OF CONTENTS

	<u>Page</u>
Article 1 Preamble	1
Article 2 Purpose and Intent	1
Article 3 Recognition	1
Article 4 Dues Deductions.....	2
Article 5 Management Rights	2
Article 6 No Strike.....	3
Article 7 Non-Discrimination	3
Article 8 Probationary Period	4
Article 9 Labor-Management Committee.....	4
Article 10 Health and Safety.....	5
Article 11 Work Rules	5
Article 12 Corrective Action.....	6
Article 13 Personnel Files.....	7
Article 14 Grievance Procedure.....	8
Article 15 Union Business	10
Article 16 Layoff and Recall.....	11
Article 17 Seniority.....	12
Article 18 Bulletin Board Space	13
Article 19 Promotions.....	13
Article 20 Work Period and Workweek.....	13
Article 21 Overtime	14
Article 22 Salary Schedule.....	15
Article 23 Acting Officer Pay	15
Article 24 Sick Leave.....	16
Article 25 Funeral Leave	17
Article 26 On-Duty Injury Leave.....	18
Article 27 Holidays.....	21
Article 28 Insurance.....	22
Article 29 Longevity.....	22
Article 30 Uniform Allowance	23
Article 31 Vacations	23
Article 32 Shift Exchange.....	24
Article 33 Application.....	24
Article 34 Obligation to Negotiate.....	24
Article 35 Legislative Approval.....	25
Article 36 Severability	25
Article 37 Waiver in Case of Emergency	25
Article 38 Miscellaneous	26
Article 39 Prevailing Rights.....	26
Article 40 Total Agreement	26
Article 41 Duration	27
Article 42 Execution	27

ARTICLE 1
PREAMBLE

Section 1.1. This Agreement is hereby entered into by and between the City of Richmond Heights, Ohio, hereinafter referred to as the "Employer," and the International Association of Fire Fighters, Local 2009, hereinafter referred to as the "Union."

ARTICLE 2
PURPOSE AND INTENT

Section 2.1. In an effort to continue harmonious and cooperative relationships with its employees and to insure the orderly and uninterrupted efficient operation of governments, the Employer now desires to enter into an agreement reached through collective bargaining which will have for its purposes, among others, the following: (1) to recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; (2) to promote fair and reasonable working conditions; (3) to promote individual efficiency and service to the citizens of the City of Richmond Heights, Ohio; (4) to avoid interruption or interference with the efficient operation of the Employer's business; and (5) to provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3
RECOGNITION

Section 3.1. The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for those employees in the bargaining unit.

Section 3.2. The term "bargaining unit" shall be defined as the following: all regular full-time employees of the Richmond Heights Fire Department in the following classifications:

1. Lieutenant
2. Fire Prevention Officer
3. Fire Fighter

Section 3.3. The Fire Chief, part-time seasonal and temporary are excluded from the bargaining unit. All other employees of the Employer are also excluded from the bargaining unit.

Section 3.4. If a new position is created within the Department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within five (5) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their designation within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the parties shall jointly submit a request for determination to the State Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

ARTICLE 4
DUES DEDUCTIONS

Section 4.1. During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made one-half from the first paycheck and one-half from the second paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck(s), providing the employee's check(s) are sufficient to cover the deduction.

Section 4.2. The Employer agrees to supply the Union with a list of those employees for whom dues deductions have been made.

Section 4.3. A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within fifteen (15) days from the date of making said deductions.

Section 4.4. The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities that may arise.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.1. The Employer reserves the following rights and responsibilities which are hereby agreed to be matters not subject to bargaining and which do not affect wages, hours, terms or conditions of employment.

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public Employer, standards of services, 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 governmental unit.

Section 5.2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operations of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 **NO STRIKE**

Section 6.1. The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.2. In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

Section 6.3. It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the Employer shall be entitled to seek and to obtain immediate injunctive relief, along with the Union indemnifying and holding the Employer harmless from any and all costs arising from the violation of this Article.

Section 6.4. It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer.

Section 6.5. The Employer agrees not to lock out any employees during the term of this Agreement.

ARTICLE 7 **NON-DISCRIMINATION**

Section 7.1. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, handicap or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 7.2. Where there is a violation of the provisions of this Article, that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matters may be appealable through the grievance procedure contained in this Agreement. The Employer, employee and their representatives, however, shall meet in an effort to resolve the violation prior to the appeal to any outside agency.

Section 7.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.4. The Employer and the Union agree not to discriminate against any bargaining unit employee on the basis of membership, non-membership or position in the Union.

ARTICLE 8 **PROBATIONARY PERIOD**

Section 8.1. All full-time employees shall be required to successfully complete a probationary period of one (1) year, prior to their permanent appointment. The probationary period shall begin on the first day for which the employee receives compensation from the Employer.

Section 8.2. Probationary employees may be removed during their initial probationary period. Removal during the probationary period is not appealable through the grievance procedure contained herein.

ARTICLE 9 **LABOR-MANAGEMENT COMMITTEE**

Section 9.1. In the interest of sound labor-management relations, unless mutually agreed otherwise, once each calendar quarter and on a mutually agreeable day and time, the Safety Director, Fire Chief and Council President shall meet with not more than three (3) representatives of the bargaining unit to discuss issues of mutual labor-management interest.

Section 9.2. The party requesting such a meeting shall furnish the agenda to the other party at least five (5) working days in advance of scheduled meetings. The agenda, if provided by the Union, shall include the names of the bargaining unit representatives who will be attending. The purposes of such meeting shall be to:

1. Discuss the administration of this Agreement;
2. Notify the Union of changes made by the Fire Chief which affect the bargaining unit;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussion is mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Discuss ways to increase productivity and improvement of efficiency;

6. To consider and discuss health and safety matters relating to employees; and
7. All other matters agreed to between the Union and the Employer.

Section 9.3. 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 10 **HEALTH AND SAFETY**

Section 10.1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe working conditions and establish safe working practices for its employees.

The employee(s) accepts the responsibility to maintain his tools, equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

Section 10.2. All unsafe working conditions must be reported by the employee in writing to the Fire Chief within twenty-four (24) hours time such unsafe working conditions become apparent.

The Fire Chief will investigate all written reports of unsafe working conditions and within twenty-four (24) hours attempt to correct any which are found. The Fire Chief shall be responsible for ensuring that all safety rules and safe working methods are followed by his employees.

The Fire Chief will notify the employee who alleges unsafe working conditions, in writing, of any corrections which have been made by his next regularly scheduled work shift.

ARTICLE 11 **WORK RULES**

Section 11.1. The Union recognizes that the Employer has the right to promulgate work rules and regulations to regulate the personal conduct of employees.

Section 11.2. Whenever feasible, as determined by the Employer, at least forty-eight (48) hours' advance written notification will be given of the implementation of any new or revised work rule or regulation which affects members of the bargaining unit. The employer shall post a copy of the new or revised work rule, etc., and will forward a copy to the President of the Union.

Section 11.3. The Employer agrees to promulgate no rule in violation of existing federal or local law, the Collective Bargaining Agreement or the General Law of the State of Ohio.

ARTICLE 12
CORRECTIVE ACTION

Section 12.1. No employee shall be reduced in pay or position, suspended or removed except for just cause. Further, no form of disciplinary action will be taken against any employee except for just cause.

Section 12.2. Discipline will be applied in a corrective, progressive and uniform manner.

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Whenever the Employer or its designee determines that there may be cause for an employee to be disciplined (suspended, reduced or discharged), a pre-disciplinary conference will be scheduled to give the employee the opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedure shall follow the following steps:

1. The employee shall be provided with a written notice advising him of the nature of the charges and the date, time and location of the hearing. The employee shall be allowed representation, the cost of which, shall be borne by the employee.
2. The hearing shall be conducted before a "neutral" administrator, selected by the Employer, who is not involved in any of the events giving rise to the offense.
3. Within five (5) calendar days after the hearing, the administrator shall provide the employee a written statement affirming or disaffirming the charges based on the relative strength of the evidence given at the hearing by the employee and the Employer.

The affected employee(s) may elect to have a representative of the Union present at any such predisciplinary conference.

Section 12.3. Following the conference, any employee receiving an order of suspension or dismissal may appeal such order at Step 3 of the grievance procedure within five (5) calendar days of receipt of the decision.

Section 12.4. Prior to the scheduled time of the conference, the employee may waive his right to such a conference by signing the "Waiver of Pre-Disciplinary Conference" form. An employee who waives his right to such a conference may not grieve the imposition of discipline in the matter in which the conference was scheduled.

Section 12.5. The Employer agrees all disciplinary procedures shall be carried out in private and in a business-like manner.

Section 12.6. Records of disciplinary action shall cease to have force and effect or be considered in future discipline matters under the following time frames:

Oral and written reprimands	12 months
Suspensions of less than 3 days	24 months
Suspensions of 3 days or more	36 months

Section 12.7. An employee may inspect his personnel file as set forth in this Agreement, under Article 13, Personnel Files. During said inspection, while in the presence of the Employer or its designee, the employee may request to remove documents that cease to have force and effect at the conclusions of the time periods established by Section 12.6 above.

Section 12.8. Should an employee dispute any of the contents of his personnel file, he may attach a written rebuttal to the disputed item for inclusion into the file.

ARTICLE 13 **PERSONNEL FILES**

Section 13.1. It is recognized by the parties that the Employer may establish regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer or its employees. All employees shall have access to their own individual personnel files for review of documents contained in said personnel file. An employee shall not have access to any other employee's personnel file, unless the affected employee authorizes in writing that a representative may view the file with the affected employee. Employees shall have access to their individual personnel files for review in the following manner:

1. Requests for review must be in writing. Time and date for review is subject to the availability of the employee's personnel file. Such review shall not last longer than thirty (30) minutes.
2. All reviews shall be conducted during normal business hours.
3. Employees have the right to procure a copy of any and all articles in his personnel file, copies of which shall be provided by the Employer.

Employee personnel files shall include, but may not be limited to, individual employment data, payroll information, work time schedules, records of additions or deductions paid, application forms, records pertaining to hiring, promotion, demotion, transfer, layoff and termination.

Unless otherwise provided by law, personnel files and information shall be confidential and may not be used or divulged for purposes not connected with the City of Richmond Heights Fire Department, except with the written consent of the employee affected.

Section 13.2. Nothing herein shall prevent the dissemination of impersonal statistical information.

Section 13.3. An employee shall have an option to sign any material which goes into his personnel file. Further, such employee shall have the right to submit a letter of explanation regarding any submission into the personnel file.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 14.1. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Section 14.2. All grievances must be processed at the proper step in the progression in order to be considered at the next step. The aggrieved may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer's representatives within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 14.3. All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed with Lieutenant;
4. Date grievance is being filed in writing;
5. Date and time grievance occurred;
6. Where grievance occurred;
7. Description of incident giving rise to the grievance;
8. Articles and sections of the Agreement violated;
9. Resolution requested.

Section 14.4. Wherever used in this procedure, unless otherwise specified, “days” shall mean the scheduled work days of the grievant. Whenever used in the procedure, “calendar days” shall not include Saturdays, Sundays or holidays.

Section 14.5. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance.

Section 14.6. The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck which contains the alleged error or omission is received by the employee.

Section 14.7. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step from which it originates.

Section 14.8. The time limitations provided in the Article may be extended by written mutual agreement between the Employer and the Union.

Section 14.9. It is the mutual desire of the Employer and the Union for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objection, the following procedure shall be followed:

STEP 1 - Lieutenant: An employee who believes he may have a grievance shall notify the Lieutenant of the possible grievance within five (5) calendar days of the occurrence of the facts giving rise to the grievance. The Lieutenant will schedule an informal meeting with the employee and his steward, if the steward's presence is requested by the employee, within (5) days of the date of the notice by the employee. The Lieutenant and the employee, along with the employee's steward, if his presence is requested by the employee, will discuss the issues in dispute with the objective of resolving the matter informally.

STEP 2 - Fire Chief: If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the aggrieved party and presented as a grievance to the Chief within five (5) calendar days of the informal meeting or notification of the Lieutenant's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the meeting if the Lieutenant fails to give the employee an answer. The Chief shall give his answer within five (5) calendar days of the meeting, in writing, to the aggrieved party, and a copy to the employee's representative.

STEP 3 - Mayor: If the aggrieved party is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Mayor within five (5) calendar days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) calendar days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee with a copy of the employee's representative within fifteen (15) calendar days from the date of the hearing.

STEP 4 - Arbitration: If the grievance is not satisfactorily settled in Step 3, the grievant may submit the grievance to arbitration within fourteen (14) calendar days following the date the grievance was answered in Step 3. In the event arbitration is not submitted for within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply.

Section 14.10. The representative of the parties (the Union and the Employer) shall schedule a pre-arbitration meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin the selection process outlined in Section 14.11. The parties shall attempt to settle the grievance and, if it cannot be settled, attempt to draft an agreed upon submission statement. If the parties are unable to agree upon a submission statement, but have agreed to proceed to arbitration over the underlying dispute, the arbitrator shall frame the issue or issues to be decided.

At the predisciplinary meeting, the Employer's representative will notify the Union of any question of arbitrability and of its intent to raise the question at the arbitration hearing.

Section 14.11. The parties will attempt to mutually agree upon an arbitrator. If such agreement is not reached, the parties will promptly request the American Arbitration Association to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of the arbitrators until only one (1) name remains. Either party may once reject the list and request from the American Arbitration Association another list of seven (7) names. If there is a request for a second list, the party requesting the additional list shall bear the cost of said list.

Section 14.12. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of specific articles or sections of this Agreement. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

Section 14.13. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to modify the discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance arose.

Section 14.14. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Section 14.15. The decision of the arbitrator shall be final and binding upon the Union, the employee, and the Employer. Any cost involved in obtaining the initial list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party. Expenses of the witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

ARTICLE 15 **UNION BUSINESS**

Section 15.1. The Employer agrees to allow non-employee Union representative(s) to the Employer's facilities during the employee's hours.

The representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein, providing advance notice is given to the Employer.

Section 15.2. The Union shall submit, in writing, the names of employees in the Union who act as Union stewards for the purposes of processing grievances in accordance with the grievance procedure contained herein. The Employer shall be notified within fourteen (14) days, in writing, of the change of any officer(s) of the Local Union.

Section 15.3. The investigation and writing of grievances should be on non-duty time. If grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Members of the negotiating committee shall be allowed time off with pay for meeting which shall be set by the City and the Union, not to exceed five (5) hours per quarter.

Section 15.4. The Union shall submit to the Fire Chief or his designee any and all requests to use City property to conduct Union business. All requests must be in writing and submitted in advance of the scheduled meeting.

Section 15.5. Two (2) members of the negotiating committee or two (2) members of the grievance committee shall be allowed time off with pay for meetings which shall be set by the City and the Union. The total amount of time off with pay for said meetings shall not exceed twenty (20) hours per calendar year for each of the Union members.

Section 15.6. An employee must request in writing thirty (30) days in advance and receive approval from the Fire Chief for time off to attend State or National Union conferences which shall be no more than forty-eight (48) hours a year and which may be accumulated to no more than ninety-six (96) hours over a two (2) year period.

ARTICLE 16 **LAYOFF AND RECALL**

Section 16.1. Order of Layoff. Whenever it becomes necessary to lay off employees within the Fire Department, all part-time Fire Fighters and seasonal employees shall be laid off prior to any full-time Fire Fighters, then those full-time persons who have been appointed last shall be first to be laid off from the Department.

Section 16.2. Layoff List Required. A layoff list shall be established by the Secretary of the Civil Service Commission whenever anyone is laid off from the classified service. The last person laid off shall be the name at the top of the list for the Fire Department.

Section 16.3. Reappointment When Layoff Condition is Removed. When the conditions necessitating the layoff have been removed, a position shall be filled from the layoff list. The name placed on the list last shall be the first one used to fill the reappointment.

Section 16.4. Duration of Layoff Lists. An employee who was laid off under those rules shall be entitled to reappointment as provided for two (2) years from the effective date of layoff.

Section 16.5. Notification of Reappointment. No new employees shall be hired until all laid off employees have been given thirty (30) days' written notice to return to work. They shall be notified by certified mail, return receipt requested, to their last known address. Persons on the layoff list shall be notified whenever there is a change of position on the list, or removal.

ARTICLE 17 **SENIORITY**

Section 17.1. Definition of Seniority. Seniority shall, for the purposes of this Agreement, be defined as an employee's length of continuous full-time service since his last date of hire within each job classification or rank. Seniority shall be determined between two employees by the highest rank. When two or more employees have the same rank, seniority shall be determined by the length of service within the job classification or rank.

Section 17.2. Determination of Seniority for Same Day Hires. Seniority shall be computed from the date of appointment. If more than one person is hired on the same date, then that person occupying the highest position on the Civil Service appointment list shall receive seniority preference.

Section 17.3. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

1. quits; or
2. is discharged for just cause; or
3. is absent for three (3) consecutive working days without notifying the City, or without good cause; or
4. is laid off and fails to report for work within thirty (30) working days after having been recalled; or
5. does not report for work within three (3) days after the termination of an authorized leave of absence unless such absence is approved or leave is extended by the City; or
6. is laid off for a period in excess of two (2) years; or
7. retires or is retired.

Section 17.4. Seniority Roster. The City shall maintain and keep current a seniority roster noting date of hire, current rate of pay, current position by job title and/or classification. The seniority roster shall be made available to the Union representative at all times.

ARTICLE 18
BULLETIN BOARD SPACE

Section 18.1. The Employer agrees to provide exclusive bulletin board space in the Fire Department for use by the Union.

Section 18.2. All Union notices of any kind posted on the bulletin board shall be signed, dated, posted or removed by the Union official.

Section 18.3. Non-union, political, obscene or insulting material shall not be posted.

Section 18.4. Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

ARTICLE 19
PROMOTIONS

Section 19.1. Promotional examinations shall be governed by the Rules and Regulations of the Civil Service Commission of the City of Richmond Heights.

Section 19.2. The City shall announce the date of an examination sixty (60) days prior to the date the examination is conducted.

ARTICLE 20
WORK PERIOD AND WORKWEEK

Section 20.1. A work period is hereby determined to be a period of time for record-keeping purposes to be used for the determination of overtime for the Fire Department of the City and shall consist of twenty six days, one hundred ninety-two (192) hours.

All employees, except those individuals required to work a different workweek and those hired after September 1, 2013, shall work 51.7 hours per week. Employees hired after September 1, 2013, shall work 53.0 hours per week. Employees hired after September 1, 2013, shall work 51.7 hours per week beginning the employee's sixth (6th) year of employment with the City. This shall be worked as twenty-four (24) hours on duty and forty-eight (48) hours off duty.

All employees, scheduled to work in excess of one hundred ninety-two (192) hours in any cycle, shall schedule a twenty-four (24) hour "Kelly Day" off in accordance to existing departmental procedures.

Section 20.2. Those employees working other than a 51.7-hour or a 53.0 -hour workweek shall work forty (40) hours per week, except in unusual circumstances. Such employees will have their fringe benefits modified appropriately to conform to such a workweek.

Section 20.3. Employees required to work overtime shall be paid at one and one-half (1-1/2) of their regular hourly rate based on 2,688.4 hours of work per year. Overtime shall be taken as monetary payment on such basis for any hours worked in excess of one hundred ninety-two (192) hours in any one (1) work period.

Section 20.4. The Fire Prevention Officer shall receive overtime compensation for hours worked in excess of forty (40) hours per week. This compensation time off shall be allowed from the normal work scheduled as prearranged with the Safety Director.

Section 20.5. Members earning overtime compensation shall have the option of receiving cash for said time or banking their time in their compensation time bank at the rate of time and one-half for each hour worked.

Section 20.6. The maximum hours employees may bank shall be four hundred eighty (480) hours. Compensation time off may be converted to cash at the employee's option not to exceed eighty (80) hours in any regular pay period. All overtime worked after an employee's compensation time bank reaches 480 hours must be paid in cash in compliance with this Contract and the Fair Labor Standards Act. All employees shall be given a record of his accumulated time, as recorded by the City, by the 28th day of February of each succeeding year, eligibility and compensation thereof.

Effective January 1, 2009, accumulated compensation time off shall be limited to three hundred (300) hours. Any employee who, as of January 1, 2009, has more than three hundred (300) hours of compensation time shall not be eligible to bank any additional compensatory time. Consequently, such employees shall be "red-circled" and may maintain whatever balance they have over three hundred hours (300) for the duration of their employment or may use such time as the deem fit in accordance with departmental practices. If compensation time off over the three hundred (300) hour limit is used, the employee's compensable time bank shall be "red-circled" at the new balance. In compliance with Section 20.7, the use of compensatory time shall be permitted. If the use of compensatory time creates overtime, the employee's compensatory bank shall be deducted 1.5 hours for each hour used.

Section 20.7 A maximum of two(2) fire fighters will be permitted to schedule off on any given tour, said time off being any combination of earned time off. Time off, other than vacation time which will be scheduled according to Article 31, shall be requested at least sixty (60) calendar days in advance of the requested time off.

ARTICLE 21 **OVERTIME**

Section 21.1. Members of the bargaining unit shall be offered the opportunity to work all overtime before said time is offered to part-time employees. All members shall be compensated at a minimum of two (2) hours' overtime when required to hold over due to a part-time fire fighter's failure to report to work as scheduled. For the purpose of computing overtime, all hours paid, with the exception of sick leave, shall be considered as hours worked.

Section 21.2. Employees can only be held over longer than four (4) hours after all available personnel, including part-time employees, have declined to work.

Section 21.3. Anytime an employee is representing the City in a legal matter as a court witness or in a deposition, he/she shall be compensated at the overtime rate for such time.

ARTICLE 22
SALARY SCHEDULE

Section 22.1. Effective July 1, 2013, January 1, 2014 and January 1, 2015 the following salary schedule shall be applied to all members of the bargaining unit covered by this Agreement:

	<u>Current</u>	<u>2013 *</u>	<u>2014</u>	<u>2015</u>
Lieutenant	73,970	75,080	76,206	77,730
Fire Prevention Officer	73,310	74,410	75,526	77,037
Fire Fighter 1st Class	66,045	67,036	68,042	69,403
Fire Fighter 2nd Class	62,042	62,973	63,918	65,196
Fire Fighter 3rd Class	58,039	58,910	59,794	60,990
Fire Fighter 4th Class	54,036	54,847	55,670	56,783
Fire Fighter Probationary	50,033	50,783	51,545	52,576

* Effective July 1, 2013

Section 22.2. Wages for 2013, shall be in effect July 1st. Wages for 2014 and 2015 shall be in effect January 1st of each year and establish a differential between the ranks of Fire Fighter First Class and Lieutenant of twelve percent (12%) for 2013, 2014 and 2015.

Section 22.3. For responses to shift or general recalls, or any other call-in for fire calls and/or station-manning by off-duty personnel, responding members shall receive a minimum pay of two (2) hours based on the employee's overtime rate as determined in Article 20 of this Agreement.

Section 22.4. All employees certified as a paramedic shall be paid a yearly premium of Two Thousand Dollars (\$2,000.00) in 2013, 2014 and 2015.

Section 22.5. Any employee who attends an accredited college and who receives a grade of "C" or better in fire-related course(s) or courses of study shall be eligible to receive tuition reimbursement, provided that the employee receives permission from the Chief to take the course(s), which permission shall not be unreasonably withheld.

ARTICLE 23
ACTING OFFICER PAY

Section 23.1. When, due to the absence of the Fire Chief, a Lieutenant (or an Acting Lieutenant) is required to be the Officer in Charge of the Fire Department or is required to function as an incident commander during a structure fire that requires the recall of all off-duty fire fighters, he shall receive an additional two (2) hours extra base pay for such day.

Section 23.2. When a fire fighter is assigned the duties of Lieutenant, he shall receive an additional two (2) hours extra base pay for such day.

Section 23.3. When any member of the bargaining unit, other than the Fire Prevention Officer, is assigned duties required to be performed only by a Fire Prevention Officer, that member shall receive an additional thirty-five dollars (\$35.00) for the day that the duty is performed. Examples of duties required to be performed only by a Fire Prevention Officer include fire inspection for code enforcement, hood testing, approving plans for new structures, checking underground tank tests, investigating the cause of fires and obligations imposed by law.

ARTICLE 24 **SICK LEAVE**

Section 24.1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of seven (7) tours of duty per year for those employees who are assigned to a shift and fifteen (15) tours of duty for those assigned a forty (40) hour work period. Sick leave shall not be earned during a leave of absence or during a layoff. Unused sick leave shall accumulate without limit.

Section 24.2. Retention of Sick Leave. An employee who transfers from another public agency to the City of Richmond Heights, who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by the City of Richmond Heights, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his credit upon his re-employment with the City of Richmond Heights, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

Section 24.3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave without pay or may take unused vacation in accordance with the appropriate section of this Agreement.

Section 24.4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one (1) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

Section 24.5. Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer for the following reasons:

1. Illness or injury to the employee;
2. Illness or injury of a member of the employee's immediate family where it is necessary for the employee to be absent from work;
3. Medical, dental, optical examination or treatment of the employee which cannot be scheduled during non-work hours;
4. If a member of the immediate family residing with the employee is infected with a contagious disease and, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; and

5. Pregnancy and/or childbirth and other conditions related thereto.

Section 24.6. For the purpose of this Article, immediate family is defined to include the following:

1. Parents
2. Spouse
3. Children
4. Brothers
5. Sisters
6. Grandparents
7. Mother-in-law
8. Father-in-law

Section 24.7. Evidence Required for Sick Leave Usage. The Employer may require an employee to furnish a written statement, signed by the employee, explaining the nature of the illness.

Section 24.8. Notification by Employee. When an employee is unable to work, he/she shall notify the immediate supervisor or other designated person, no later than one (1) hour before the time he/she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the immediate supervisor.

Section 24.9. Physician Statement. The employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform the employee's duties for absences of two (2) or more consecutive work days due to illness. Whenever the Employer finds abuse of the use of sick leave, he may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of such leave.

Section 24.10. Physician Examination. After a long term disability or illness, the Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected and paid for by the Employer. The purpose of the examination is to determine the employee's physical or mental capability to perform the duties of the employee's position. After the determination by the physician or psychologist, the employee may receive a second opinion by a doctor of his choice, and at the employee's cost. If found not qualified, the employee may be placed on sick leave or disability leave.

Section 24.11. Upon retirement, an employee will receive payment for one-third (1/3) of the employee's accrued, unused sick leave. Such payment will be made in cash equal to the hourly rate of retirement, multiplied by one-third (1/3) the total number of sick leave hours the employee accrued. The maximum number of accrued hours qualifying for such payment shall not exceed nine hundred sixty (960) hours.

Section 24.12. In the event of an employee's death in the line of duty, all accrued sick leave shall be paid to the estate of the deceased employee.

ARTICLE 25
FUNERAL LEAVE

Section 25.1. All employees shall be granted time off with pay for the purposes of attending the funeral of a member of the employee's immediate family. The employee(s) shall be entitled to a maximum of one (1) tour of duty (24 hours) off for each death in the immediate family. For the purposes of this Article, "immediate family" shall be defined as only including the employee's spouse, children, parents, parents-in-law, brothers, sisters, grandparents, brothers-in-law and sisters-in-law.

Section 25.2. In the event the death occurs during the employee's work day, he shall be granted the remaining portion of the day off with pay. Such time shall not be deducted from any of the employee's leave credits.

Section 25.3. Employees working a work schedule other than tours, shall be granted up to three (3) work days off in lieu of one (1) tour of duty.

Section 25.4. In the event the death of other than relatives in the employee's immediate family, the Mayor may, within the above limitations, allow such time off as he deems necessary depending on the circumstances of each situation.

Section 25.5. The use of this leave is a privilege which must be specifically requested through the department head and granted by the Mayor and does not automatically consist of the maximum time allowed, but is up to the discretion of the Mayor.

Section 25.6. In cases where more time off is desired than granted, the employee shall request, in advance, the use of his accrued vacation or sick leave credits for such additional time.

ARTICLE 26
ON-DUTY INJURY LEAVE

Section 26.1. All regular full-time employees of the Fire Department injured and incapacitated in the actual discharge of their duty who, as a result thereof, are compelled to be absent from duty, shall be entitled to leave of absence with pay subject to the following conditions:

A. **Eligibility**

Each Fireman shall, in addition to the benefit provided by the State of Ohio through "Workers' Compensation," be entitled to receive an Injury-on-Duty Benefit provided by the City.

An Occupational Injury Benefit of up to four hundred eighty (480) hours with pay may, with the approval of the Director of Department of Public Safety (hereinafter referred to as the Director of Safety), be granted as a result of an injury on duty incurred in the line of duty, except that an Injury-on-Duty Benefit from the City will not be available for injuries incurred during those times when the Fireman is actually engaged in clerical duties at the Fire Station facility, when

a Fireman is on a meal or rest period or when the Fireman is engaged in any personal business.

B. Period of Absence

1. Absence from duty with pay resulting from injuries received in the actual discharge of an employee's duties shall not exceed four hundred eighty (480) hours from the date the employee was first compelled to be absent from duty as a result thereof unless an extension of the period is approved by the Mayor after his review of the investigation and written report.
2. Employees requiring further medical treatment, after returning to duty from the same injury or the treatment thereof, for which such leave was granted, may apply to the Mayor for the use of any unliquidated portion of the previously granted injured-on-duty leave. Further allowances may be granted only for surgical, therapeutic or rehabilitation procedures and only when such treatment cannot be obtained during non-duty hours.
3. The total period of absence from duty with pay for injury received in the actual performance of duty shall not exceed four hundred eighty (480) hours unless extension is approved by the Mayor after his review of the investigation and written report.
4. No employee of the Fire Department may receive injured-on-duty leave for any purpose after three (3) years from the date of the injury for which such leave was originally granted, effective July 1, 1984.

C. Employee Responsibility

1. The injured employee shall immediately report any injury received on duty to supervision. The report shall be filed during the tour of duty on the date the injury is received.
2. Thereafter within no less than three (3) days of the injury, the injured employee shall report the injury to the Fire Chief and shall timely complete all forms designated by the rules and regulations pertaining to injuries received during the actual performance of duty.
3. Failure to report an injury on duty within the prescribed time periods shall render the employee ineligible for injured-on-duty leave.
4. The filing requirements, as above described, may be waived by the Safety Director when the injury received physically prevents the employee from filing or when circumstances surrounding the injury required a waiver in the interest of justice.
5. The employee shall cause a certified physician to file a written report with the Safety Director or submit to a medical examination conducted by a

physician selected by the Safety Director authorizing the filing of a written report. Such reports shall contain a description and diagnosis of the injury and a prognosis which shall include the nature and extent of any disability, the type of duty the employee may perform while under such disability and an estimate of the length of time necessary for recovery and return to duty.

6. The failure to authorize the above-described physician's report shall be sufficient cause to deny or terminate injured-on-duty leave.
7. The employee will not be entitled to the benefits of this provision if he refuses to submit to a medical examination or the physician examining him reports that the injury does not prevent him from attending work.
8. Fireman who falsifies an application for Injured-on-Duty Benefits provided by the City or a physician's report is subject to disciplinary action, including dismissal. The Director of Safety shall, by rule, prescribe forms for the application and physician's report.
9. In order to qualify for Injured-on-Duty Benefits, a Fireman injured in the line of duty must first make application for State Workers' Compensation Benefits and be eligible to receive such benefits for any period that the City may subsidize earnings. Applications for City Occupational Injury Benefits approved by the Director of Safety will continue at the normal weekly earnings of a qualified applicant until such applicant receives Workers' Compensation Benefits on a regular basis. However, upon receipt of such benefits, the applicant will be compelled to reimburse the City the amount equal to the amount received from Workers' Compensation for any period that the City made whole the applicant's normal earnings.
10. The physician selected by the City shall report to the Director of Safety the results of the examination and whether or not the injury prevents the Fireman from attending work. The Director of Safety shall, by rule, provide for periodic medical examinations, by a physician he selects, of any employee who is using Occupational Injury Benefits provided by the City. The physician shall report to the Director of Safety the results of each examination, including a description of the progress made by the employee in recovering from the injury and whether or not the injury continues to prevent the employee from performing his or her normal duties or whether light duty work can be assigned.

D. City Prerogative

The City may require that an employee be examined by a certified physician chosen by the Safety Director.

The City may, based on the recommendations of either or both physicians, require the employee to report for duty not inconsistent or incompatible with the recommendations of either physician. A refusal of duty as above described will terminate the employee's eligibility for injured-on-duty leave.

The provisions herein determining eligibility for injured-on-duty leave in conjunction with the rules and regulations established by the Safety Director shall apply as standards for eligibility for injured-on-duty leave notwithstanding any rules, regulations, provisions or standards of the Ohio Bureau of Workers' Compensation or other agency to the contrary.

E. Special Conditions

1. An employee carried on injured-on duty leave status shall earn sick leave during the tenure of such status.
2. An employee carried on injured-on-duty leave status will be eligible for vacation credits for the period the employee was carried on regular active duty status during the calendar year in which the employee was determined injured on duty and during the calendar year the employee returned to regular active duty status.
3. Injuries received during duty periods determined to have approximately occurred as a result of pre-existing chronic disease shall not be eligible for injured-on-duty leave.
4. Any compensation received by an employee from any source, including the Ohio Bureau of Workers' Compensation, that is reimbursement for wages for a period the employee was carried on Injured-on-Duty (IOD) status shall be paid over to the Treasury of the City. Before receiving any IOD pay, an employee shall enter into a written agreement with the City that such IOD pay will be repaid to the City upon the employee receiving reimbursement for wages from any source for the period the employee was carried on IOD status. Such agreement shall also provide that the employee abrogates whatever rights of recovery accrue to the City against any party for loss to the extent that payment is made to the employee by the City. Compensation received as settlement of a claim exclusive of lost wages shall become the property of claimant.

F. Dispute Settlement

All disputes concerning injured-on-duty leave status of an employee shall be referred to the Mayor for resolutions. The Mayor shall schedule and convene hearings and shall determine and resolve all questions after the presentation of evidence by either party. Failure or refusal to present evidence by either party shall foreclose their right to present the evidence unless the requirement is waived by the Mayor.

The decision of the Mayor shall be final. Additional remedies provided by law shall not be abrogated by this provision.

ARTICLE 27
HOLIDAYS

Section 27.1. All employees shall receive twelve (12) hours which will be added to the employee's accumulated time off for each of the following holidays:

New Year's Eve	Thanksgiving Day
New Year's Day	Christmas Eve
Good Friday	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	Martin Luther King, Jr. Day
Labor Day	Personal Day

Section 27.2. Employees required to work overtime on the above-listed holidays shall be paid at two (2) times their regular hourly rate (except for the additional personal day).

Section 27.3. Employees shall be paid in the 1st pay period in December for Holidays in the same calendar year that they occur.

ARTICLE 28
INSURANCE

Section 28.1.

Effective January 1, 2013, employees shall be responsible to pay, depending on their insurance plan status (family or single), either \$2,000 of the family Health Savings Account (HSA) or \$1,000 of the \$2,500 single Health Savings Account (HSA).

Effective January 1, 2014 and January 1, 2015, the City shall be responsible to pay on behalf of employees, depending on their insurance plan status (family or single), up to either \$5,000 of the family deductible or up to \$2,500 of the single deductible through a Health Reimbursement Account (HRA). The City will establish a Health Reimbursement Account (HRA) which will be administered by a qualified third-party administrator selected and paid for by the City.

Effective January 1, 2014 and January 1, 2015, employees shall contribute Ten Percent (10%) of the actual cost of their particular health insurance plan (family or single), including Ten Percent (10%) of the actual cost of the dental and eye care plan, through a pretax payroll deduction.

- A. Maximum lifetime benefit of \$5,000,000.00,
- B. Maintain current dental plan and
- C. Maintain eye care plan.

Section 28.2. The City shall arrange and pay the entire cost of a \$50,000.00 life insurance policy for each member of the bargaining unit.

ARTICLE 29
LONGEVITY

Section 29.1. All employees shall receive a longevity payment in addition to their normal compensation, which shall become effective and payable the next month immediately following the employee's anniversary date of hire in accordance with the following schedule.

	<u>Length of Service</u>	<u>Percentage Payment</u>
After	0-5 years	0%
After	5 years	2% of base pay
After	10 years	3% of base pay
After	15 years	4% of base pay
After	20 years	5 % of base pay

ARTICLE 30
UNIFORM ALLOWANCE

Section 30.1. For 2013 through 2015, all employees shall be entitled to a uniform allowance in the amount of One Thousand Dollars (\$1,000.00)

Section 30.2 Payment pursuant to paragraph 30.1 above shall be as follows: a \$500 credit per employee at a supplier, selected by the City, who can provide necessary uniforms at an established cost and \$500 in cash to each employee in July.

Section 30.3. The Employer shall supply all initially issued turn-out gear and replace such gear due to normal wear and tear at no cost to the employee.

Section 30.4. All uniforms and accessories shall be approved by the Employer and all turn-out gear shall be turned in to the Employer upon the employee's termination of employment with the City.

Section 30.5. Turn-out gear is defined as helmet, hood, suspenders, fire coat, bunker pants, bunker boots, hip boots and two (2) pair of fire service type gloves.

ARTICLE 31
VACATIONS

Section 31.1. Each employee shall earn vacation time after one (1) year of continuous service and be entitled to paid vacation in accordance with the following schedule of full-time employment:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>
1-5	5 tours of duty
6-25	Increase of 1/2 tour/yr. (maximum accumulation 15 tours)

Section 31.2. Vacation time shall accrue to the employee upon each successive annual recurrence of the anniversary date of his appointment. Vacations shall be taken by the employee during the year after which it has accrued and prior to the next recurrence of the anniversary date. An employee shall be paid for any unused vacation time, up to one-third (1/3) of the total time accrued, remaining at the conclusion of the vacation year within thirty (30) calendar days after the anniversary date of his or her appointment.

Section 31.3. Vacation scheduling shall begin on November 15 and shall be completed by December 15 for the following year through a process based upon Division of Fire policy. Vacation time shall be taken at a time approved of in advance by the Chief, with the two (2) senior employees being granted a preference when three (3) or more employees request the same time period.

Section 31.4. If an employee with at least one (1) year of seniority voluntarily terminates his employment or is involuntarily terminated by the Employer, he shall be eligible and entitled to receive payment for all earned and accrued, but unused, vacation time. In the case of death of the employee, said vacation time shall be paid to the employee's estate.

ARTICLE 32
SHIFT EXCHANGE

Section 32.1. Employees shall have the right to exchange shifts, with the Chief's permission, when the change does not interfere with the operation of the Fire Department, and provided such exchange is done in compliance with the Executive Order of the Mayor issued in April 1985.

Section 32.2. All requests for shift exchanges must be submitted in writing to the Chief no later than twenty-four (24) hours in advance of the requested exchange. All requests must be signed by the person requesting the shift exchange and also include the name of the person responsible for covering the hours exchanged.

Section 32.3. Exchanges may be for the entire twenty-four (24) hour shift, or any part thereof, in minimum increments of one (1) hour.

ARTICLE 33
APPLICATION

Section 33.1. The Employer agrees that the provisions of this Agreement, along with all work rules and other appropriate regulations, will be administered on a fair and non-discriminatory basis and that such rules or regulations shall not be inconsistent with this Agreement.

ARTICLE 34
OBLIGATION TO NEGOTIATE

Section 34.1. The Employer and the Union acknowledge that, during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 34.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 34.3. This Article shall not operate to prevent negotiations over any subject the parties may mutually agree to negotiate during the term of this Agreement.

ARTICLE 35
LEGISLATIVE APPROVAL

Section 35.1. It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefor, shall not become effective until the appropriate legislative body has given its approval.

Section 35.2. It is agreed that the wages established in Section 22.1 shall be adjusted upward in the event that comparable wages in the Police Department are increased by a greater percentage than the percent of increase reflected herein. Similarly, any additional vacation, longevity benefits or a greater number of holidays shall also accrue to the Union.

ARTICLE 36
SEVERABILITY

Section 36.1. In the event any one or more provision(s) of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion(s) shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect.

Section 36.2. If in the event any provision is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 36.3. Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 37 **WAIVER IN CASE OF EMERGENCY**

Section 37.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Mayor of the City of Richmond Heights, the federal or state legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended:

1. Time limits for Employer or Union replies on grievances; and
2. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 37.2. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievance) had properly progressed.

Section 37.3. An emergency shall cease to exist upon the cessation of the event that gave rise to the declared state of emergency, but in any event after a period of no longer than ten (10) days' duration.

ARTICLE 38 **MISCELLANEOUS**

Section 38.1. Jury Duty. An employee, while serving upon a jury in any court of record, shall be paid at his regular salary rate for each of his work days during the period of time so served, providing that the jury duty fees paid to the employee by the court shall be returned to the City. Further, employees shall be expected to return to work after jury service has been completed unless excused by the Fire Chief, which excuse shall not be unreasonably withheld.

Section 38.2. Fire Fighter Ratio. The City agrees to maintain the current two to one (2:1) full-time to part-time fire fighter ratio for the duration of this Agreement.

Section 38.3. Recalls. Two (2) men shall be allowed to be on scheduled time off at one time. In exchange for a five-man (5) minimum, the City will no longer be obligated to recall personnel during out-of-the-City hospital transports. The City will continue the recall practice for mutual aid and “general” recalls. However, if overtime costs generated by adhering to a five-man (5) minimum for the second (or more) man on overtime exceeds \$15,000 over any twelve (12) month calendar period (i.e., January 1 through December 31), the Fire Chief shall have the sole discretion to determine if the additional overtime for the second (or more) man will be necessary.

ARTICLE 39 **ANTI-SMOKING POLICY**

Section 43.1 All employees hired on or after September 1, 2013, shall be non-tobacco users at the time of hire as a condition of employment and shall be required, as an absolute condition of continued employment, to refrain from smoking cigarettes, cigars, pipes, or use of any type tobacco products of any kind at all times, whether on or off duty. Any employee hired on or after September 1, 2013, who violates this provision will be subject to disciplinary action, up to and including discharge.

Section 43.2 The parties further agree to cooperate to encourage employees hired before September 1, 2013, to stop using tobacco products. The City shall provide at the Bargaining Unit member's option a nicotine cessation program, when available through the City's health insurance programs. It is understood that participation in such programs is to be done on the member's personal time and is, therefore, not compensable.

Section 43.3 No use of tobacco products of any kind shall be permitted in the Fire Station, Division of Fire vehicles, and apparatus. Any employee who violates this provision will be subject to disciplinary action, up to and including discharge.

ARTICLE 40 **PREVAILING RIGHTS**

Section 39.1. All rights, privileges and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain unchanged unless by mutual consent of both the City and the Union.

ARTICLE 41
TOTAL AGREEMENT

Section 40.1. This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, upon advance notice to the Union.

Section 40.2. Before any modification(s) or discontinuance(s) is placed into effect, such change shall be subject to the next scheduled labor-management meeting and to the provisions of Article 9 of this Agreement.

Section 40.3. Any such modification(s) or discontinuance(s) shall be implemented in an equitable and non-discriminatory manner.

ARTICLE 42
DURATION

Section 41.1. This Agreement shall be effective January 1, 2013, and shall remain in full force and effective until December 31, 2015, unless otherwise terminated as provided herein.

Section 41.2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) calendar days to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

ARTICLE 43
EXECUTION

Section 42.1. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 24th day of September, 2013.

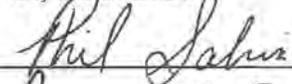
CITY OF RICHMOND HEIGHTS

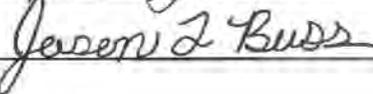
By: 

By: _____

By: _____

I.A.F.F., LOCAL 2009

By: 

By: 

By: _____

MEMORANDUM OF UNDERSTANDING

The City of Richmond Heights and the International Association of Fire Fighters, Local 2009, AFL-CIO, hereby agree that if a part-time Fire Fighter give notice that they are unable to work a scheduled shift, calls off sick, more than seventy-two (72) prior to the part-time Fire Fighter's scheduled shift, that employee must go through the list of part-time Fire Fighters before said time can be offered to a member of Local 2009 for overtime. The City agrees that for the term of this contract, 2013 through 2015, it will not hire any additional part-time fire fighters.

Date: SEPTEMBER 24, 2013

CITY OF RICHMOND HEIGHTS

By:

By: _____

I.A.F.F., LOCAL 2009

By:

By: