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AGREEMENT BETWEEN
THE CITY OF BROADVIEW HEIGHTS, OHIO
AND
LOCAL 3646
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

January 1, 2013 through December 31, 2015

FILED
MAR 14 2014
BROADVIEW HEIGHTS
COUNCIL

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ARTICLE 1
PREAMBLE

Section 1. This Agreement is hereby entered into by the City of Broadview Heights, hereinafter referred to as the "Employer", and the International Association of Fire Fighters, Local 3646, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 2
UNION REPRESENTATION

Section 1. Staff representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon the receipt of a letter so identifying them and signed by the local president of the Union or his designee.

Section 2. The Union shall submit in writing the name of the employee to act as Union representative for the purpose of processing grievances as defined in the Grievance Procedure. The Employer shall be notified in writing of changes of all officers of the Local. Employees shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 3. All Union meetings shall be conducted in the "Day Room" at Station 41. All Union meetings shall be conducted at a time scheduled with the Employer at the Union's discretion with the Employer being notified in writing twenty-four (24) hours in advance. Operational needs of the Employer shall be respected.

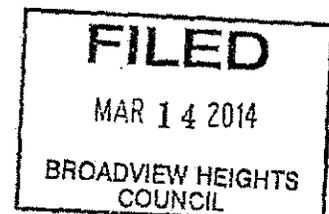
ARTICLE 3
RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for all members of the Full Time Fire Department, excluding the Fire Chief, Officer designated to be Acting chief and all part time and seasonal employees.

ARTICLE 4
NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Broadview Heights. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members.

Section 2. Any employee who participates in or promotes any such strike related activities as described in Section 1 above, shall be subject to disciplinary action up to and including discharge.



Section 3. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section I of this Article.

ARTICLE 5
NON-DISCRIMINATION

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, race, color, creed, national origin or disability. The Union agrees to notify the Employer of any violation, within their knowledge, of this Section.

Section 2. 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 3. The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership.

Section 4. The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

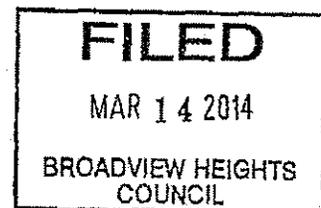
Section 5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union Activities.

ARTICLE 6
RULES AND REGULATIONS

Section 1. The Employer may from time to time promulgate reasonable rules and regulations for and in furtherance of employment provisions and may amend them as it deems necessary.

Section 2. Violation by an employee of any rule or regulation shall be grounds for disciplinary action.

Section 3. The Employer also agrees that this function shall be exercised in a manner consistent with the terms of this Agreement subject to the rights of employees to lodge a grievance as provided for in this Agreement.



ARTICLE 7
BULLETIN BOARD SPACE

Section 1. The Employer agrees to provide bulletin board space for use by the Union.

Section 2. All Union notices which appear on the bulletin board shall be posted and removed by a Union official in the bargaining unit and shall be related to items of interest to the members. Union notices related to the following limited matters may be posted:

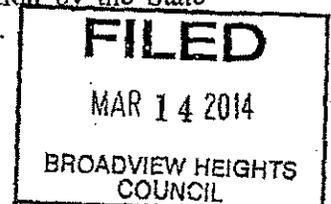
- (a) Union recreational and social affairs
- (b) Notice of Union meeting
- (c) Union appointments
- (d) Notice of Union elections
- (e) Results of Union elections
- (f) Reports of standing committees and independent arms of the Union and notices and reports of affiliated Unions.

ARTICLE 8
DUES DEDUCTIONS

Section 1. The Employer agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which the authorization was received by the Employer.

Section 2. Employees who do not become members within sixty (60) days following the beginning of employment shall be required to pay a Fair Share Fee as a condition of continued employment. The Fair Share Fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. Fair Share Fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of Fair Share Fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Revised Code. All current employees who are members of the Union on the date of execution of this Agreement, who thereafter withdraw from membership, shall be subject to the Fair Share Fee provision as provided for in this Article.

Section 3. In the event that any employee who is required to pay a Fair Share Fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of O.R.C. 4117.09 (C).



Section 4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once other funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 5. The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) an unpaid leave of absence, or (c) revocation of the "check-off" authorization by the employee, or (c) reclassifications to positions not certified to the bargaining unit.

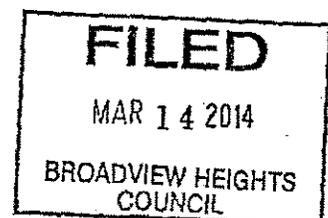
Section 6. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within forty-five (45) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues, fees, and assessments deduction will normally be made by deducting the proper amount, if the deduction does not exceed a total of two (2) pay period regular dues from the pay of any Union member.

Section 7. The Employer shall not be obligated to make deductions from any employee who, during any dues pay period involved, shall have failed to receive sufficient wages to equal dues, fees and assessments deductions.

Section 8. The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given to the Employer to making any changes in an individual's dues, fees or assessments deductions. All deductions must be remitted to the treasurer of the Union within twenty-eight (28) days from the date the deduction was made.

Section 9. Each eligible employee's written authorization for dues, fees and assessments deduction shall be honored by the Employer for the duration of this Agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check-off authorization has been revoked, at which point the deduction will cease effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

Section 10. In addition, the Employer agrees to deduct United States Savings Bonds and credit union deposits to either the Brecksville Teachers Credit Union or the Greater Cleveland Fire Fighters Association Credit Union, providing the employee so requests deductions and signs an authorization for the deductions. A change may not be made more than once each year. All deductions must meet all the criteria, protocol and rules of the Finance Department. Court orders shall not be considered payroll deductions within the purview of this section.



ARTICLE 9
PROBATIONARY PERIOD

Section 1. Each full-time employee appointed to a position within the Fire Department shall serve a non-contestable probationary period of one (1) full year of service with the Broadview Heights Fire Department.

ARTICLE 10
PROMOTIONS

Section 1. When, in the Employer's sole determination, a vacancy or vacancies exist in any of the ranks the Employer shall make such promotional decisions consistent with the following "Rule of Three" procedure: For one (1) vacancy the promotional selection will be made from the three (3) persons standing highest on the Civil Service eligibility list. For example

(1) For 2 to 4 vacancies, add 2 to the number of vacancies, etc.

Section 2. The Employer shall utilize the Civil Service Rules and Regulations to establish the Civil Service eligibility list.

ARTICLE 11
DISCIPLINE

Section 1. No employee shall be reduced in pay or position, suspended, discharged or removed, except for just cause, except as outlined in Article 9, Probationary Period, Section 1.

Section 2. Prior to any discipline being imposed, the non-probationary employee shall be given a meeting to respond to the Fire Chief or his designee.

Section 3. Non-probationary employees who are suspended, demoted or discharged, shall be given written notice regarding the reasons for the disciplinary action.

Section 4. Any disciplinary action, suspension, demotion, or discharge taken against an employee may be appealed and be processed in accordance with the Grievance Procedure beginning at Step Two of the Grievance Procedure.



ARTICLE 12
GRIEVANCE PROCEDURE

Section 1. The grievance procedure is a formal mechanism intended to assure that grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

Section 2. The term "grievance" shall mean any allegation that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the Articles of this Agreement nor those matters which are controlled by the provisions of the United States or Ohio Constitutions.

Section 3. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by each group, shall process the grievance but all employees involved must sign the grievance.

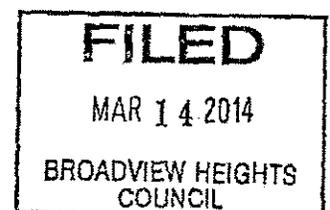
Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirements of any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits on grievances may be waived by mutual written consent of the parties.

All written grievances shall contain the following information to be considered:

- (a) aggrieved employee's name and signature;
- (b) aggrieved employee's classification;
- (c) date grievance was filed in writing;
- (d) date, time and place the grievance occurred;
- (e) description of incident giving rise to the grievance;
- (f) Articles and Sections of Agreement violated; and
- (g) resolution requested.

Section 4. The following steps shall be followed in the processing of a grievance, in order for an alleged grievance to receive consideration. In the event the grievance is not referred to the next step within the time limits prescribed, the grievance shall be considered resolved based upon the Employer's last answer. For purposes of this Article, calendar days shall exclude Saturdays, Sundays and legally recognized holidays.



Step 1 – Written Grievance With Chief

In order for the grievance to be recognized, it must be filed within five (5) calendar days from the date of the incident giving rise to an alleged grievance. The Chief or his designee shall meet within five (5) calendar days with the Grievant, who may be accompanied by a representative of the Union, and investigate the grievance and shall provide a written answer within five (5) calendar days following the date of the meeting.

Step 2 - Mayor

Where the Grievant is not satisfied with the Step 1 response, the aggrieved may submit the original grievance to the Mayor or his designee within five (5) calendar days of the receipt of the Step 1 answer. The Mayor or his designee shall meet within fifteen (15) calendar days with the Grievant, and the Union if the Union so desires. The Mayor or his designee shall provide a written answer within ten (10) calendar days of the date of the meeting.

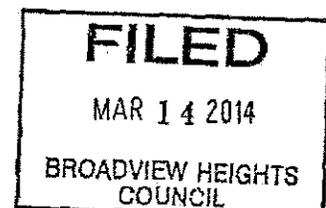
Step 3 - Arbitration

If the grievance is not satisfactorily settled in Step 2, the Union may submit the grievance to final and binding arbitration by submitting an appeal to the Mayor within ten (10) calendar days of receipt of the Step 2 answer. Upon receipt of the Step 3 appeal, the parties shall mutually attempt to select an arbitrator. If, after seven (7) calendar days, the parties are unable to mutually select an arbitrator, the Union may submit a request to the Federal Mediation and Conciliation Services (FMCS) or to the American Arbitration Association (“AAA”) for a list of arbitrators, with a copy of such request delivered to the Mayor.

Upon receipt of the list of arbitrators, the parties shall select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS or AAA and request another list. Each party may reject the list one (1) time. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS or AAA. All procedures relative to the hearing shall be in accordance with the rules and regulations of Voluntary Arbitration and this Agreement.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor 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. The arbitrator’s decision shall be consistent with applicable law.

The arbitrator shall be without authority to recommend any right or relief on the 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 the event of a monetary award, the arbitrator shall limit any retroactive order to the date the grievance was first discovered, the first day disciplinary action was taken, or, in the event of payroll discrepancies; either over or under payments, for a period of no more than ninety days, whichever is applicable.



The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. If applicable, 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.

The decision of the arbitrator will be final and binding upon the Union, the employee, and the Employer. All costs directly related to the services of the arbitrator shall be shared equally by the parties. In the event an arbitrator is hired, and before the arbitration process begins one of the parties concedes to the other party, the party who concedes shall pay for the cancellation costs of the Arbitrator.

Any employee or City official requested to appear at the arbitration hearing by the Employer shall attend without the necessity of subpoena and without any loss of regular pay for time off the job while attending the arbitration hearing. All requests made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of on-duty employees in attendance adversely impact the operations of the Fire Department.

ARTICLE 13
FUNERAL LEAVE

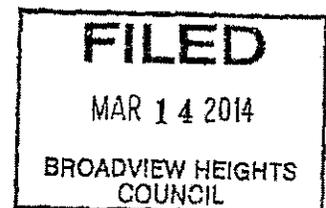
Section 1. In the case of death of an employee's spouse, child, parent, father-in-law, or mother-in-law, that employee shall be granted two (2) tours of duty for funeral leave, with pay, to attend the funeral or memorial service of the decedent.

Section 2. In the case of death of an employee's brother, sister, grandparent, grandparent-in-law, step-father, step-mother or significant other who is a full time resident of the employee's household, that employee shall be granted one (1) tour of duty for funeral leave, with pay, to attend the funeral or memorial service of the decedent.

ARTICLE 14
ATTENDANCE AT ASSIGNED TRAINING SCHOOLS,
SESSIONS OR SEMINARS

Section 1. Members requesting permission to attend any school, training session or seminar shall submit a written request to the Chief stating the objective, the probable benefit to the department and the expected expense. Such request shall be evaluated by the Chief and he shall make the final determination and communicate it to the member.

Section 2. If the Chief deems it necessary, he may require a member to attend any school, training session or seminar.



Section 3. Attendance at any mandated school, training session or seminar, pertinent to fire related matters, shall be compensated pursuant to law. Payment for attendance shall not exceed eight (8) hours in any one day designated as a training day and employees working other than a forty (40) hour work week must return to work after completion of any mandated school, training session or seminar on a normally scheduled work day.

Section 4. Any employee of the Employer required by the Chief to remain over-night to receive training shall receive an allowance for meals of \$30.00 maximum per diem when meals are not otherwise provided. In addition, each employee shall be reimbursed at the prevailing cost for over-night accommodations. Receipts for meals and/or accommodations must be submitted and approved by the Chief and Finance Director.

Section 5. If an employee is permitted or required to use his personal automobile for Employer business, he shall be reimbursed at the prevailing Internal Revenue Service rate. The Chief shall approve all such requests.

ARTICLE 15
COURT TIME

Section 1. Whenever approved by the Fire Chief, employees appearing in Court on behalf of the Employer during non-scheduled work time shall be paid a minimum of two (2) hours at the overtime rate or actual hours at the applicable rate if it exceeds two (2) hours.

ARTICLE 16
TIME EXCHANGE

Section 1. Members of the Fire Department shall have the right of trading times as long as the trade does not interfere in the operations of the Fire Department. All shift exchanges shall be subject to the Chief's or his designee's approval predicated on scheduling needs. Time trades shall not result in overtime payments.

ARTICLE 17
LABOR-MANAGEMENT / SAFETY COMMITTEE

Section 1. There shall be a Labor/Management committee consisting of up to three (3) Union representatives and up to three (3) Employer Representatives. The Committee shall meet at the request of either party, or at least quarterly, unless mutually waived, to discuss matters of mutual concern, excluding those issues which have been subject to the Grievance Procedure. The Committee shall have the authority to make recommendations to the Union and the Employer.



ARTICLE 18
PHYSICAL STANDARDS

Section 1. The City shall require its employees to maintain a reasonable physical fitness standard consistent with the reasonable duties and responsibilities of their classification.

Section 2. Each employee shall receive once per year a physical examination at the Employer's expense up to \$300.00/year. The medical doctor shall be chosen by the employee and determine whether or not the employee medically may perform the reasonable duties and responsibilities of his classification.

ARTICLE 19
CALL OUT PAY

Section 1. An employee who is called to work at a time he is not regularly scheduled shall be paid for hours worked in call-out capacity at the time and one-half rate with a minimum of two (2) hours pay.

ARTICLE 20
JURY DUTY

Section 1. Any employee who is called for jury duty, either Federal, County, or Municipal, shall be paid his regular salary, less any compensation received from such court for such jury duty. Employees shall be given reasonable time off to attend to jury duty.

ARTICLE 21
INDEMNIFICATION

Section 1. The Employer shall defend and indemnify an employee of the bargaining unit in accordance with and pursuant to Ohio Revised Code Chapter 2744.

ARTICLE 22
CONFORMITY TO LAW

Section 1. This Agreement shall be subject to and subordinate to any present and future state and local Laws, along with any applicable rules and regulations and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 2. If the enactment of legislation, or a determination by a court of final and competent jurisdiction, whether in a proceeding between the parties or in one not between the parties, renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.



Section 3. Should any Article, Section or Subsection of this Agreement either be deemed to have been superseded by any present and future state and local laws or ordinances, along with any applicable rules and regulations, pertaining to wages, hours, terms and conditions of employment of the employees, or be deemed invalid or unenforceable under Section 2 above, the parties shall enter into discussion on the superseded, invalid or unenforceable sections to negotiate successor sections.

ARTICLE 23
MANAGEMENT RIGHTS

Section 1. The parties shall recognize the right and authority of the Employer to administer the business of the City and the Fire Department and in addition to other functions and responsibilities which are recognized by law, to exercise the following rights, except as limited by this Agreement and shall include, but not be limited to, the following:

- (a) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, and discharge or discipline for just cause;
- (b) To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- (c) To determine the City's goals, objectives, programs and services, and to utilize personnel in a reasonable manner designed to effectively meet these purposes;
- (d) To determine the size and composition of the work force and the City's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds;
- (e) To determine work schedules and to establish the necessary reasonable work rules for all employees;
- (f) To determine staffing, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- (g) To determine the necessity to schedule overtime and the amount required thereof;
- (h) To maintain the security of records and other pertinent information;
- (i) To determine and implement necessary actions in emergency situations;
- (j) To determine the department's budget and uses thereof,
- (k) To maintain the efficiency of operations;
- (l) To exercise complete control and discretion over department organization and the necessary technology to perform the work; and
- (m) To exercise any and all reasonable prerogatives of management.



ARTICLE 24
HOURS OF WORK/OVERTIME

Section 1. Members of the Fire Department assigned to fire suppression shall work a schedule of 24 hours on and 48 hours off duty. Work schedules may include 40 hours/week or one hundred ninety-two (192) hours in a 27-day cycle (49.8 hours per week). The normal work schedule for employees assigned to forty (40) hours per week shall be eight (8) hours per day within a seven (7) day period starting at 12:01 am Sunday to midnight Saturday. Consistent with the provisions of Article 23 (Management Rights) the determination of the work schedule of the Fire Department is an inherent management right although the City will consult with the Labor Management Committee prior to instituting any change. Each regular employee shall be available for duty each day during the year:

Section 2. Overtime shall be defined as hours of work in excess of forty (40) hours in a week or one hundred ninety-two (192) hours during a twenty-seven (27) day work period consistent with FLSA requirements. All other hours paid but not worked for any reason, except holidays, vacation days, funeral leave and compensatory time, shall be excluded in determining the total hours worked.

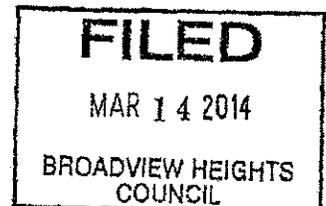
Section 3. Overtime pay for employees shall be paid at the rate of one and one-half (1-1/2) times the employee's hourly rate. For the purposes of overtime computation, longevity compensation, paramedic pay and advanced EMT pay shall be included in the base rate for such computation.

Section 4. If an employee requests, the Fire Chief may approve an equal amount of compensatory time off in lieu of overtime pay up to a maximum accumulation of one hundred sixty-eight (168) hours which includes the straight time and one half hours (1/2) time hours. Accumulated compensatory time must be taken and/or paid prior to December 31 of each calendar year. Employees may carry over ninety-six (96) hours of compensatory time to the next calendar year.

ARTICLE 25
SENIORITY

Section 1. Seniority shall be defined as an employee's length of full time service and shall be determined from the Employee's full time appointment date. In the event multiple persons share the same full time appointment dates, ties shall be determined by their original appointment date to the part time fire department. If multiple persons share both the same full time and part time appointment dates, ties shall be decided by their date of initial application to the part time department. Further ties shall be decided by a coin toss.

Section 2. Seniority shall be the determining factor in the selection of all leave time off such as vacation, holidays, and FLSA time off, subject to the operational needs of the department.



Section 3. Termination of Seniority. Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is absent for three (3) consecutive working days without notifying the City; or
- (d) is laid off and fails to report for work within two (2) weeks after having been recalled; or
- (e) 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
- (f) is laid off for a period in excess of one (1) year; or
- (g) retires.

Section 4. Seniority Roster. The City shall maintain and keep current a seniority roster noting the date of hire, current position by job title and/or classification.

ARTICLE 26
LAYOFF

Section 1. In the event of a lay-off, members of the bargaining unit will be laid off in accordance with their departmental seniority, or "last hired first laid off" consistent with Section 5 below, unless operational requirements, as determined by the Employer, require otherwise.

Section 2. A member of the bargaining unit who is laid off shall be subject to recall from layoff for a period of one (1) year provided that he maintains his current address and telephone number with the Employer.

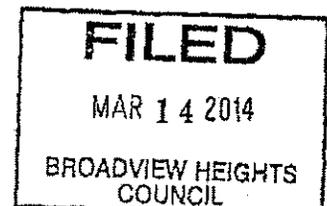
Section 3. A recall from layoff will be in accordance with departmental seniority, or "last laid off first recalled," or operational requirements, as determined by the Employer if necessary.

Section 4. Employees failing to respond to recall from layoff within three (3) days of receipt shall be deemed to have quit without notice.

Section 5. For purposes of this Article, departmental seniority or "last hired first laid off," shall be determined as follows:

For employees hired on or before October 1, 1996, the Layoff list shall be established by seniority according to the following order:

- 1. Paramedics
- 2. Advanced EMT's
- 3. EMT / Fire Fighters
- 4. Fire Fighters



All other newly hired full time employees shall go to the bottom of the seniority list of Article 24, section 4, without regard to their classification.

Section 6. Full time employees who are laid off shall be given an opportunity to work part time provided there are part time employees.

ARTICLE 27
OVERTIME HOURS TO BE POSTED

Section 1. The Employer shall be responsible to initiate and accurately maintain an overtime roster.

ARTICLE 28
UNIFORM ALLOWANCE AND MAINTENANCE

Section 1. The Employer shall furnish employees of the Fire Department with boots, coat, helmet, gloves and all other necessary equipment on a one-time basis only. If any of the above equipment is damaged in the line of duty, an exchange may be permitted as determined by the Chief or his designee.

Section 2. Each employee, at the time of appointment, shall be issued the following:

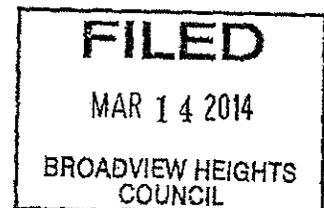
1. 4 uniform shirts
2. 4 daily work shirts
3. 6 daily work pants
4. 2 uniform pants
5. 1 pair work shoes

Section 3. One year after appointment, on February 1st, of each year, each full-time employee shall be eligible for an annual uniform allowance check in the amount of seven hundred ninety Dollars (\$700.00), this amount to be added to the their regular paycheck.

The parties recognize that the uniform allowance constitutes taxable income to the employee.

Each full-time employee will purchase the equivalent of clothing from an approved vendor in the amount of Five Hundred Fifty Dollars, (\$550.00) or receive a voucher from an approved vendor, unless otherwise approved by the fire chief, before 45 days from the date of the check.

Each employee will need to provide proof of clothing purchase (receipts) from an approved vendor and exhibit the actual items purchased on said receipts or provide a voucher to the fire chief or his designee. Clothing may only be purchased from vendors approved by the Fire Chief or his designee.



Current Contract Exp 12/31

If by 45 days past the issue date of the check (of each year) \$550.00 of approved clothing or a voucher from approved vendor has not been provided, then the \$700.00 of clothing uniform allowance will be deducted from the employee's next paycheck(s). The employee will then not be eligible for any more clothing allowance until the next year.

The fire chief or his designee has the right to change or modify the clothing list. No uniform clothing purchased on receipt is permitted to be returned, exchanged and/or sold without prior approval of the Fire Chief or designee.

Any changes made to the current list of approved clothing items, that is both mandatory, and required to be implemented in a time frame of less than one year, shall be paid for by the City and not charged to the employee's clothing allowance.

Depending on the date of hire during the second calendar year of employment, or in the event the employee leaves employment before December 31 of the subsequent years of employment, the allowance shall be prorated on a monthly basis.

Section 4. One (1) year after appointment, during the month of January of each year, each full-time employee shall be paid an annual uniform maintenance allowance of four hundred fifty dollars (\$450.00) by separate check. If employees cease their employment during the calendar year, the amount shall be prorated on a monthly basis.

Section 5. An employee, who separates from the city before one full year of employment, shall return all articles of clothing bearing any BHFD markings, emblems or insignias. Furthermore, that employee will reimburse the city the actual cost of the uniforms provided in section two above.

Section 6. An employee, who separates from the city before two full years of employment, shall return his helmet and boots and reimburse the city the actual cost of firefighting gear (coat and bunker pants). The employee may retain the coat and pants once they have been paid for.

ARTICLE 29
LONGEVITY

Section 1. Employees shall be entitled to longevity pay at the rate of \$9.00 per month of service commencing five (5) years from their hire date of full-time employment with the City and paid annually on that anniversary date of hire.

Section 2. The Maximum annual longevity payment shall be \$2,160.00.

ARTICLE 30
MEDICAL INSURANCE

Section 1. Subject to Section 2, below, the Employer will provide employees covered by this Agreement the minimum levels of coverages subject to any applicable employee premium contribution as currently provided or as may be modified per section 2. (For the

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insurance year, in accordance with the recommendation of the Insurance Committee which recommendation was adopted by Council, the City is providing one Medical Mutual PPO plan as well as dental coverage and vision coverage with employee contributions of 5% and with a maximum contribution of \$14.00 per month for single coverage and \$30.00 per month for family coverage.)

^ The City Act this is here?

Section 2. The parties agree that in their efforts to reduce hospitalization/medical costs a City-wide Joint Medical/Hospitalization Insurance Committee with a representative from the Union will be established and convened as necessary to review alternative insurance coverages and plans and make recommendations to the Employer. Should the Insurance Committee recommend changes to the coverages, including premium contributions, described above then the revised coverages and/or other changes shall be submitted to the Union. The Union shall have the opportunity to accept or reject the recommended changes, as a whole, and unless rejected by the Union within thirty (30) days of submittal and, further, provided they are adopted by the City, the recommended changes shall deemed to be incorporated herein and shall supersede those set forth above to the extent they are in conflict. The parties agree to reopen negotiations regarding this Article, including utilization of the applicable impasse resolution procedures if necessary, if any one of the three (3) following events occur: 1) The Union rejects the recommended changes of the Insurance Committee within thirty (30) days of their submittal; 2) The City does not adopt the recommended changes of the Insurance Committee; or 3) the City elects to change the City health insurance coverages, including premium contributions, absent a recommendation from the Insurance Committee.

Section 3. The Employer shall provide employees with a Life Insurance Policy as contained in the medical coverage insurance policy or otherwise provided by the Employer.

ARTICLE 31
LIFE INSURANCE

Section 1. The Employer shall provide employees with a life insurance policy with a face value of Twenty-Five Thousand Dollars (\$25,000).

Section 2. If an employee dies in the line of duty, he or she shall have his or her salary paid to the named beneficiary on the City's life insurance policy, provided in Section 1 above, or his or her estate, for a period of six (6) months from the date of death.

ARTICLE 32
SICK LEAVE

Section 1. Employees assigned to work 24 hours on and 48 hours off shall be entitled to accumulate thirteen (13) hours of sick leave per month of service. Employees assigned to work 40 hours per week shall be entitled to accumulate ten (10) hours of sick leave per month of service. Such employees actually disabled by sickness or physical injury shall be allowed the same compensation on sick leave as if actually employed.

Section 2. The sick leave herein provided for shall apply to scheduled days of work on

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Section 3. The sick leave herein provided for shall be cumulative without limit. "Cumulative" means the accumulation of all unused sick leave for any number of years.

Section 4. Employees shall, at the time of retirement from active full-time service with the City, and with ten or more years of seniority with the City, be paid in cash for one-third (1/3) of the employee's accrued but unused sick leave. Such payment shall be made by the City of Broadview Heights only once to any employee during his lifetime. This section shall be applied pursuant to state retirement laws and shall not be deemed applicable to any removal, voluntary or involuntary resignation, or any other like termination except a retirement as set forth herein.

The dollar value of sick leave pay for this Section 4 only shall be based on the employee's annual salary at the time of retirement. The calculation under this section is intended to equate to the payment of 1/3 of the employee's accrued but unused sick leave. There is a maximum cap of 1200 hours of accrual for employees assigned to work one hundred ninety-two (192) hours in a 27-day cycle which equates to a maximum payment of 400 hours. There is a maximum cap of 960 hours of accrual for employees assigned to work 40 hours per week which equates to a maximum payment of 320 hours.

Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time.

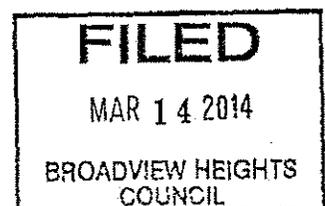
Section 5. Payment for any benefit accrued hereunder shall be consistent with the individual employee's work schedule.

Section 6. Sick leave shall be granted for absence from duty because of illness, injury, disease, exposure to contagious disease, or attendance upon members of the immediate family whose illness requires the care of such employee. "Immediate family" shall mean the father, mother, sister, brother, wife, husband or children related either by blood or marriage to the employee.

Section 7. Substantiation of Sick Leave requests may be required by the Mayor/Safety Director or Chief at any time.

Section 8. Employees hired on or after January 1, 2000 shall not be permitted to retain and transfer accumulated sick leave from any public service employment outside the City of Broadview Heights.

Section 9. Employees assigned to work one hundred ninety-two (192) hours in a 27-day cycle may convert unused sick leave above and beyond 1,200 hours at the rate of 48 unused sick hours to 24 hours off. Employees assigned to work 40 hours per week may convert unused sick leave above and beyond 960 hours at the rate of 16 unused sick hours to 8 hours off.



ARTICLE 33
DISABILITY LEAVE

Section 1. An employee who is disabled as a result of the performance of hazardous duties, as defined below, within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed six (6) calendar months from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. Hazardous duty is defined as injury resulting from active firefighter duty, such duty including but not limited to, the suppression or attempted suppression of a fire, the travel toward a place where a fire is in progress or is believed to be in progress or answering of any other emergency alarm. Active firefighter duty does not include the return from the scene of a fire or any other emergency alarm. It is not intended that hazardous duty leave shall be granted to employees who incur route injuries in the performance of their duties in non-emergency situations.

Section 2. An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment as a full-time employee of the City, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service related disability, but for a period not to exceed six (6) calendar months from the date that such service related disability was incurred. During such disability leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service related disability within the meaning of this paragraph is incurred, the first five (5) tours (or two weeks for 40 hour employees) shall be charged to said employee's accumulated sick leave credit or, if less than five (5) tours (or two weeks for 40 hour employees) accumulated sick leave credit is available, the existing sick leave credit then available shall be charged, and any remaining service related disability leave shall be charged to disability leave.

Section 3. In no event will an employee receive more than his regular compensation while on disability leave.

Section 4. Any employee who obtains a paid leave under this Article shall file for Worker's Compensation and sign a waiver assigning to the City those sums of money (temporary total disability benefits) he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. The City, in its sole discretion, may waive the requirement that the employee file for Workers' Compensation benefits although nothing herein shall be construed to prevent the employee from filing for Workers' Compensation benefits.

Section 5. A certificate of the attending physician or surgeon certifying to the service related disability and the cause thereof shall be filed with the Finance Director before the last day of each month in which such disability occurred or continues, or more often, if requested to do so by the Finance Director, and any employee receiving disability leave must, as a condition therefore, submit to a physical or physicals by a physician or surgeon chosen by the City at any time.

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ARTICLE 34
VACATIONS

Section 1. Employees shall be entitled each year on their anniversary to the following paid time off provided that they have worked at least 1,040 hours in the one (1) year preceding their anniversary date:

<u>Years of Consecutive Service</u> <u>As a Full-Time Employee with the City</u>	<u>(line employees)</u> <u>Tours of Duty</u>	<u>(40 hour work week)</u> <u>Weeks</u>
after 1 year	5 Tours	2
after 5 years	7.5 Tours	3
after 10 years	10 Tours	4
after 15 years	12.5 Tours	5

Section 2. For purposes of this Article, twenty-four (24) hours shall equal one (1) Tour of duty. Forty hours shall equal one week.

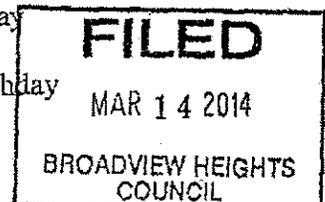
Section 3. Vacation time may be accumulated from one (1) anniversary year to the next anniversary year only, and the total carry-over shall be limited to two (2) years of vacation credit.

ARTICLE 35
HOLIDAYS

- Section 1.
- a) Employees assigned to work one hundred ninety-two (192) hours in a 27-day cycle shall be entitled to one-hundred fifty-six (156) hours of holiday pay per year. For these employees, holiday time off shall be taken in twelve (12) or twenty four (24) hour increments.
 - b) Employees assigned to work forty (40) hours per week shall be entitled to one-hundred twelve (112) hours of holiday pay per year. For these employees, holiday time off shall be taken in four (4) or eight (8) hour increments.
 - c) Employees hired after January 1 or whose work schedule is changed after January 1 shall have their holiday hours prorated to the nearest whole hour.

Section 2. If any employee is required to work any of the following holidays, they shall be compensated at one and one half (1 1/2) times their hourly rate:

- | | |
|------------------------|---------------------|
| New Year's Day | Fourth of July |
| Martin Luther King Day | Labor Day |
| Easter Day | Thanksgiving Day |
| Memorial Day | Christmas Day |
| President's Day | Employee's Birthday |



Section 3. For purposes of Holiday. Compensation in Section 2 above, the holiday shall be considered as the twenty four (24) hour period commencing on or about 8:00 am of the Holiday specified in Section 2 above.

Section 4. Effective January 1, 2010, if a bargaining unit employee does not utilize more than a total of 72 hours of sick time during the year (as measured from December 1st of the previous year through November 30 of the current year) the Employee may elect to be paid for unused holidays, which payment shall be made on or before the last pay in December and reflect the amount of holiday hours in the Employee's holiday bank as of December 1st. The Employee shall notify the Chief, or designee, of his or her election of said cash out by November 1st. The requirement that an employee not utilize more than a total of 72 hours of sick leave may be waived by the Mayor at his reasonable discretion upon request of the employee.

**ARTICLE 36
COMPENSATION SCHEDULE**

Section 1. Firefighters shall be compensated as follows:

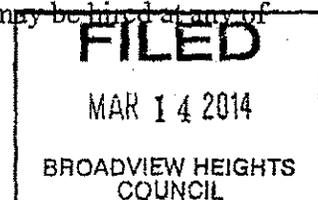
Firefighter qualified as Paramedic					
Step	1/1/2013 (1%)	7/1/2013 (1%)	1/1/2014 (1%)	7/1/2014 (1%)	1/1/2015 (2%)
First Year	\$52,805.00	\$53,333.00	\$53,866.00	\$54,405.00	\$55,493.00
Second Year	\$55,924.00	\$56,483.00	\$57,048.00	\$57,619.00	\$58,771.00
Third Year	\$59,043.00	\$59,633.00	\$60,230.00	\$60,832.00	\$62,049.00
Fourth Year	\$62,161.00	\$62,783.00	\$63,410.91	\$64,045.00	\$65,325.00
Fifth Year	\$65,280.00	\$65,933.00	\$66,592.00	\$67,258.00	\$68,603.00
Sixth Year	\$68,399.00	\$69,083.00	\$69,774.00	\$70,472.00	\$71,881.00

Lieutenant qualified as Paramedic					
Step	1/1/2013 (1%)	7/1/2013 (1%)	1/1/2014 (1%)	7/1/2014 (1%)	1/1/2015 (2%)
Lieutenant	\$75,668.00	\$76,425.00	\$77,189.00	\$77,961.00	\$79,520.00

Firefighter qualified as Advanced EMT					
Step	1/1/2013 (1%)	7/1/2013 (1%)	1/1/2014 (1%)	7/1/2014 (1%)	1/1/2015 (2%)
Sixth Year	\$66,480.00	\$67,145.00	\$67,816.00	\$68,495.00	\$69,865.00

Lieutenant qualified as Advanced EMT					
Step	1/1/2013 (1%)	7/1/2013 (1%)	1/1/2014 (1%)	7/1/2014 (1%)	1/1/2015 (2%)
Lieutenant	\$73,749.00	\$74,487.00	\$75,232.00	\$75,984.00	\$77,504.00

NOTE: Depending upon prior experience and qualifications, an employee may be hired at any of the above steps.



Section 2. When an employee is assigned as Officer-In-Charge, in excess of four consecutive hours, that employee shall receive the Lieutenants hourly rate, for each hour he is acting as OIC.

Section 3. When an employee is assigned to the Fire Inspection Bureau on a forty (40) hour per week schedule, such employee shall be paid an additional seventy-five dollars (\$75.00) per month. To be eligible for payment the employee shall have worked a minimum of eighty (80) hours in the month so assigned to the Fire Inspection Bureau.

ARTICLE 37
PARAMEDIC & ADVANCED EMT PAY

Section 1. Employees shall be qualified as a "Paramedic". As used in this section, qualified "Paramedic" shall mean an employee of the Fire Department who has successfully completed a "Paramedic" course, certified by the State of Ohio, and under the standards established by the State of Ohio, and who maintains a current "Paramedic" certification under all laws of the State of Ohio that govern said certifications, including any continuing education requirements and is approved by the City's Medical Control Physician.

Section 2. Employees hired before January 1, 2000, who are not qualified as a Paramedic and/or qualified as an "Advanced EMT" shall be exempt from the requirements of Section 1 above. Notwithstanding the foregoing, an employee currently qualified as an "Advanced EMT" shall maintain a current "Advanced EMT" certifications under all laws of the State of Ohio that govern said certifications, including any continuing education requirements must be approved by the City's Medical Control Physician.

ARTICLE 38
DRUG AND ALCOHOL TESTING

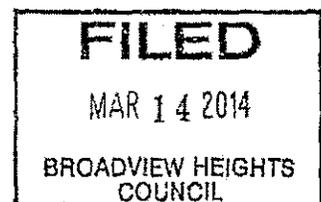
Section 1. Consistent with Article 6, the Employer has established a City-wide Drug and Alcohol Testing Policy applicable to and binding upon Members of the Union as well as all other employees of the City. A copy of the Policy is attached hereto.

Section 2. Should the Employer elect to change the Drug and Alcohol Policy, the proposed changes shall be submitted to the Insurance Committee for review and recommendation.

ARTICLE 39
DURATION OF AGREEMENT

Section 1.

- a. This Agreement shall be effective January 1, 2013 and shall remain in full force and effect through December 31, 2015 unless otherwise terminated as provided herein.



- b. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent not less than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.
- c. The written provisions of this Agreement constitute the entire Agreement between the Employer and the Union.

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this ____ day of _____, 2014.

FOR THE EMPLOYER

FOR THE UNION



 Mayor Same Alai



Approved as to legal Form and Correctness:



 Vincenzo Ruffa
 Law Director

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APPENDIX I

City Drug and Alcohol Testing

Section 1. Policy: The parties are concerned about the effects of alcohol abuse and illegal drug use. Such use and abuse adversely affects work quantity and quality, jeopardizes employee health, and can create an unacceptable and dangerous work environment. Further, substance abuse is contrary to our commitment to excellence. Therefore, in order to promote a safe, healthy, and productive work environment the parties agree to implement the following substance abuse procedures.

Section 2. Procedure: Employees are prohibited from:

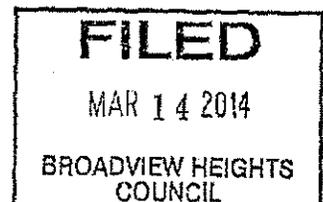
1. Possessing, using, buying, selling, transporting, or transferring illegal drugs while working, while on City property, or while operating City vehicles.
2. Possessing, consuming, buying, selling, transferring or transporting alcoholic beverages while working, while in City vehicles, unless specifically authorized in advance in writing by management.
3. Any use of controlled substances, which are defined under the regulations as marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP).
4. Reporting for duty or remaining on duty while having an alcohol concentration of 0.04 or greater.
5. Any use of alcohol that could affect the performance of the employee including use during the eight (8) hours prior to work, or until an employee undergoes a post-accident alcohol test.

Section 3. Definitions:

1. "Under the influence" means, with respect to drugs and alcohol, the presence in an employee's system of any detectable amount of alcohol or drug, or its metabolites, and speech, actions, or an appearance which lead a supervisor to reasonably suspect that the employee's ability to perform his or her job safely and effectively has been impaired by drugs or alcohol.
2. The term "drugs" includes marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP), pursuant to Federal and Ohio law.

Section 4. Testing Procedure:

1. The following situations will result in the selection of employees for drug and/or alcohol testing:



LETTER OF UNDERSTANDING "A"

This will confirm our discussions during the 1998 negotiations that the parties mutually agree to the following relative to promotions (Article 10) and Paramedic Training:

- 1) Employees hired prior to July 1, 1998 shall not be required to be certified paramedics to be eligible to take a promotional exam in the City's full-time fire department;
- 2) Employees hired on or after July 1, 1998 shall be required to be a certified paramedic to be eligible to take a promotional exam in the City's full-time fire department.
- 3) Employees as described and contained in #1 above shall be subject to the "Paramedic Education Policy" dated December 1, 1998 from the Chief to the Fire fighters; and
- 4) The Union shall withdraw ULP Case Nos. 98-ULP-07-0433 and 98-ULP-08-0464 without prejudice.

FOR THE UNION



Date: 3-14-2014

FOR THE EMPLOYER



Date: _____

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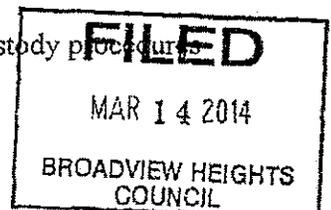
- a. Pre-employment. All newly-hired employees and employees promoted or transferred into a safety-sensitive position must complete a drug test with a verified negative result prior to beginning employment or performing any safety-sensitive functions.
- b. Periodic. All affected employees may be drug tested in conjunction with their periodic physical at the City's expense.
- c. Random. All affected employees will be subject to random drug and alcohol testing and must report immediately upon being informed of their random selection.
- d. Reasonable Cause. Any affected employee shall be escorted to a collection site and provide a specimen if, in the opinion of their supervisor(s), there is reasonable cause to suspect the use of drugs or alcohol based on specific, contemporaneous, articulable observations concerning the employee's appearance, behavior, speech, or odors.
- e. Post Accident. Immediately upon a supervisor/management decision that an employee has been involved in an accident while on duty or while acting in his or her capacity as an employee or representative of the City, the employee must submit to a urine collection at a designated collection site to test for the presence of drugs. Such urine test shall be conducted no later than thirty-two (32) hours after the accident. A post-accident alcohol test shall also be administered, generally within two (2) hours, but no later than eight (8) hours after the accident. Tests conducted by authorized federal, state or local law enforcement officials for drugs and/or alcohol may be used in lieu of the City conducting its own testing. An employee shall be subject to testing following an accident involving loss of human life if he/she was performing a safety-sensitive function. An employee involved in a nonfatal accident shall be subject to post-accident testing if he/she received a citation for a moving violation arising out of an accident.
- f. Follow-up Testing. After a previous positive test, the employee will be subject to unscheduled testing as required by the DOT and consist of at least six (6) tests in the first twelve (12) months following the employee's return to duty. Follow-up testing shall not exceed sixty (60) months from the date of the employee's return to duty. Follow-up testing may also be conducted pursuant to the terms of a last chance agreement voluntarily entered into between the City and the employee.
- g. Return to Duty. An employee who tests positive for drugs or alcohol shall not be permitted to return to duty until he/she produces a negative test result and completes any recommended rehabilitation.

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2. Employees will be directed to cooperate in urine and alcohol tests under the following circumstances:
 - a. Post accident as described above.
 - b. The appearance, speech, or actions of an employee causes a supervisor to reasonably suspect that the employee's ability to work may be impaired by alcohol or drugs.
 - c. As part of a required physical examination in which the employer will cover the cost of the test.
 - d. The employee tested positive previously and agreed to or is required to participate in follow-up testing.
 - e. The employee is selected at random for drug and/or alcohol testing.
 - f. Prior to returning to work if the employee has previously tested positive.
 - g. The employee is promoted or transferred into a safety-sensitive position from any non-safety sensitive position.
3. Employees who refuse to be tested are subject to discipline up to and including, discharge, depending upon the circumstances and the requirements of applicable law. Each employee shall be paid his/her regular hourly wage for the time involved in taking any drug/alcohol test required by the City.
4. All applicants for employment must submit to pre-employment testing for evidence of drug use. Refusal of an applicant to be tested will result in the applicant not being hired. The City will obtain, according to DOT regulations, information on positive alcohol and controlled substances tests and refusals to be tested within the preceding two (2) years from the previous employers. This information will be reviewed no later than fourteen (14) days after the employee performs safety-sensitive functions.
5. Urine specimens will be collected at a designated collection site under circumstances designed to prevent sample switching or tampering. Urine specimens will be sealed and sent via courier to a certified lab for testing. Detailed records will be kept to prevent misidentification of samples.
6. The following protocol will apply to all specimen collections:
 - a. The applicant/employee will provide a urine sample at the assigned collection site at the appointed time.
 - b. The applicant/employee will participate in the chain of custody procedures in order to insure accurate collection by:



- (1) providing photo identification;
 - (2) completing and signing consent, release of information, and Chain of Custody forms; and
 - (3) following urine collection procedures in cooperation with the collection site.
- c. If the applicant/employee refuses to provide the specimen for drug or alcohol testing, the applicant may not be hired and the employee will be subject to discipline including discharge.
7. All positive urine screens will be confirmed through GC/MS testing (Gas Chromatography/Mass Spectrometry) before any discipline is imposed or hiring decisions are made.
8. An independent Medical Review Officer (MRO) will review all drug tests performed by the laboratory. The MRO is to determine whether positive test results indicate illegal drug use or whether other medical explanations could account for the result. The MRO will attempt to contact the employee prior to notifying the City of the results.
9. On all "positive" drug screen test results, the MRO will make reasonable efforts to first contact the applicant/employee and review the findings. If the applicant/employee cannot be reached during the above-mentioned time frame, City management will be contacted and informed to contact the applicant/employee and have such person contact or make themselves available to be contacted by the MRO to review the findings. If the applicant/employee does not make himself/herself available to be contacted by the MRO, the applicant may not be hired and an employee will be subject to discipline including discharge unless valid circumstances unavoidably prevented the employee from contacting the MRO in a timely manner.
10. Confidentiality & Privacy. The City will attempt to ensure that all aspects of the testing process are as private and confidential as reasonably practical. As such, the City shall maintain records related to its substance abuse programs including employee test results in a secure location with controlled access. Actual test results will be provided to supervisors and managers who have a need to know such information; to the person tested; and any person permitted or required by law or regulation to receive such information including a subsequent employer. Except as required by law, test results will not be disclosed to co-workers, an employee's family, uninvolved supervisors, or law enforcement authorities without the specific permission of the person tested.

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11. The City will, however, inform the police of trafficking in illegal drugs by employees or other criminal activity and will turn over any illegal drugs confiscated on City property to the police.
12. Consequences of Testing Positive. Employees who provide valid pre-dated prescriptions for the substance(s) for which they test positive will not be disciplined.
13. The consequences of testing positive may result in discipline including termination and refusal to submit to a test will result in termination of employment. Each case shall be reviewed on its own merits. A "positive test" for purposes of alcohol testing shall mean an alcohol concentration of 0.04 or greater. However, an employee who is found to have an alcohol concentration of 0.02 or greater, but less than 0.04 shall not be permitted to perform safety-sensitive functions. A "positive test" for purposes of drug testing shall mean the presence of a drug above the levels prescribed by DOT. In the event that the Employer elects not to terminate an employee for testing positive, the Employer may condition reinstatement upon successful completion of any treatment recommended and/or approved by the MRO. An employee who undergoes such treatment shall do so at his or her expense if not fully covered by applicable insurance. Additionally, an employee undergoing recommended treatment as a condition to reinstatement may utilize sick or other available leave, but if none is available shall be placed on unpaid leave.
14. Voluntary Treatment and Counseling. (Prior to detection or selection for testing.) The City shall reasonably accommodate an employee's substance abuse problem by granting an employee's request for treatment/rehabilitation, including treatment or rehabilitation through the employee assistance program. Employees who request leaves of absence for treatment will not be subject to discipline.