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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF HIGHLAND HEIGHTS, OHIO

AND

**THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 2380, AFL-CIO**

TERM OF AGREEMENT:

JANUARY 1, 2013 TO DECEMBER 31, 2015

TABLE OF CONTENTS

ARTICLE I	PREAMBLE	1
ARTICLE II	PURPOSE AND INTENT	1
ARTICLE III	RECOGNITION	1
ARTICLE IV	MANAGEMENT RIGHT	2
ARTICLE V	NO-STRIKE	3
ARTICLE VI	NONDISCRIMINATION.....	4
ARTICLE VII	DUES DEDUCTIONS.....	4
ARTICLE VIII	UNION RIGHTS	5
ARTICLE IX	SICK LEAVE	6
ARTICLE X	VACATIONS	8
ARTICLE XI	HOLIDAYS	10
ARTICLE XII	PERSONAL LEAVE.....	10
ARTICLE XIII	JURY DUTY LEAVE	11
ARTICLE XIV	FUNERAL LEAVE.....	11
ARTICLE XV	INJURY LEAVE.....	11
ARTICLE XVI	HOURS OF WORK.....	12
ARTICLE XVII	OVERTIME.....	13
ARTICLE XVIII	EDUCATIONAL AND OTHER PAYS.....	14
ARTICLE XIX	UNIFORM ALLOWANCE.....	17
ARTICLE XX	INSURANCE.....	17
ARTICLE XXI	RATES OF PAY.....	19
ARTICLE XXII	LONGEVITY	21
ARTICLE XXIII	ACTING OFFICER PAY	21
ARTICLE XXIV	MISCELLANEOUS	22
ARTICLE XXV	LABOR-MANAGEMENT COMMITTEE.....	22
ARTICLE XXVI	HEADINGS	23
ARTICLE XXVII	GENDER AND PLURAL	23
ARTICLE XXVIII	OBLIGATION TO NEGOTIATION	23
ARTICLE XXIX	TOTAL AGREEMENT.....	24
ARTICLE XXX	CONFORMITY TO LAW.....	24
ARTICLE XXXI	DEFERRAL FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTION.....	24
ARTICLE XXXII	GRIEVANCE PROCEDURE.....	25
ARTICLE XXXIII	ARBITRATION PROCEDURE.....	28
ARTICLE XXXIV	DISCIPLINE.....	29
ARTICLE XXXV	LAYOFF AND RECALL.....	30
ARTICLE XXXVI	PHYSICAL FITNESS	31
	EXECUTION.....	32
	ADDENDUM A	33
	MEMORANDUM OF UNDERSTANDING.....	34
HRA REIMBURSEMENT AGREEMENT		Appendix

ARTICLE I PREAMBLE

1.01 This Collective Bargaining Agreement ("Agreement") is hereby entered into by and between the City of Highland Heights, Ohio, ("Employer" or "City") and the International Association of Fire Fighters, Local 2380, AFL-CIO ("Local 2380" or "Union").

ARTICLE II PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relations with its employees and to insure the orderly and uninterrupted efficient operations of government, 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 interest 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 Highland 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 III RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive bargaining agent with respect to wages, hours, and other terms and conditions of employment, as provided by Chapter 4117 O.R.C., for all full-time employees employed in the Fire Department occupying the positions of Fireman and Lieutenant, excluding the Chief, two employees occupying the position of Captain and all part-time, seasonal and temporary employees. If there are no employees occupying the position of Captain, the City reserves the right to designate a Lieutenant to function in the capacity of the Chief, with such Lieutenant being excluded from the bargaining unit. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for the term of this Agreement.

3.02 Wherever the word "employee(s)" is used in this Agreement, it shall refer to the employee(s) in the aforesaid bargaining unit.

ARTICLE IV MANAGEMENT RIGHTS

4.01 Not by way of imitation of the following paragraph, but only to indicate the types of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire, discharge, transfer, suspend and discipline employees;
- 2) determine the number of persons required to be employed, or laid off;
- 3) determine the qualifications of employees;
- 4) determine the starting and quitting time and the number of hours to be worked by its employees;
- 5) make any and all rules and regulations;
- 6) determine the work assignments of its employees;
- 7) determine the type of equipment used and the sequence of work processes;
- 8) determine the making of technological alterations by revising either process or equipment, or both;
- 9) determine the work to be produced;
- 10) select and locate buildings and other facilities;
- 11) establish, expand, transfer and/or consolidate work processes and facilities;
- 12) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes of work; and
- 13) terminate or eliminate all or any part of its work or facilities.

4.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction 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 V **NO-STRIKE**

5.01 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 direct or indirectly, in any strike, slow down, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

5.02 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 actively discourage such conduct and attempt to prevent any further violation of this Article. In such event, the Union shall immediately notify all employees that the strike, slow down, 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.

5.03 It is recognized by the parties that the Employer is responsible for and engaged in activities which seek to protect the health and welfare of its citizens and that any violation of this Article would give rise to irreparable damage to the Employer and the 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 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.

5.04 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, without the employee having recourse to any grievance or arbitration procedure herein contained.

5.05 The Employer shall not lock out any employees for the duration of this agreement.

ARTICLE VI NONDISCRIMINATION

6.01 The Employer and the Union agree not to discriminate against any employee(s) on the basis of race, color, religion, national origin, age, sex, or handicap.

6.02 The Union expressly agrees that membership in the Union is at the option of the employee and it will not discriminate with respect to representation between members and nonmembers.

ARTICLE VII DUES DEDUCTIONS

7.01 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new authorization forms will be required from any employees for whom the Employer is currently deducting dues.

7.02 The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the Employer the amounts due and owing from the employees involved.

7.03 The Employer shall deduct dues, initiation fees or assessments from each regular pay. If an employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

7.04 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 thirty (30) days from the date of making said deductions.

7.05 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 or damages that may arise.

7.06 All members of the bargaining unit, as defined in Article III of this Agreement, shall either (1) maintain their membership in Local 2380; (2) become members of Local 2380; or (3) pay a service fee to Local 2380 in an amount not to exceed four dollars (\$4.00) per pay period, as a condition of employment, all in accordance with Section 4117.09 O.R.C. If an employee applies to Local 2380 for membership and such membership is refused, the employee will not be obligated to pay the service fee. In the event that a service fee is to be charged to a member of the bargaining unit, the Employer shall deduct such fee in the same manner as dues are deducted as specified in this Article.

ARTICLE VIII UNION RIGHTS

8.01 The Union agrees to comply with the department rules and regulations not in conflict with this Agreement and acknowledges that it is the right of the Employer to establish, enforce and amend such rules and regulations, The Employer shall supply such rules and regulations in printed form to the Union and each employee, or post them not less than three (3) days prior to their effective date,

8.02 There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee for his lawful activity on behalf of, or membership in, the Union,

8.03 The Employer shall allow the Union to conduct or hold Union meetings on the Employer's property, providing the Union advises the Chief of such meeting in advance, for his approval. Such approval shall not be unreasonably withheld, providing such meeting does not interfere with the operation of the department.

8.04 Employees shall have the right to exchange (swap) shifts (tours), or parts thereof, when the exchange does not interfere with the operation of the Fire Department, provided said exchange is approved by the respective shift officers and the Chief.

8.05 The Union's Negotiating Committee shall be limited to four (4) members, not more than one (1) of whom shall be on duty at the time of the meetings, and shall be allowed to attend scheduled negotiating meetings with the City without loss of pay. In addition, the employee

designated pursuant to Article XXXII of the Agreement to serve as the grievant's representative shall be allowed to attend meetings scheduled by the City, pursuant to Article XXXII, during his scheduled work hours without loss of pay.

ARTICLE IX SICK LEAVE

9.01 Sick leave shall be defined as an absence with pay necessitated by: (1) illness or injury to the employee; (2) exposure by the employee to a contagious disease communicable to other employees; and/or (3) illness, injury or death in the employee's immediate family.

9.02 All employees shall earn sick leave at the rate of five and three-quarters (5.75) hours for every two-week pay period in which a full biweekly base pay is received and may accumulate such sick leave to an unlimited amount.

9.03 Any employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one (1) hour before the start of his work shift each day he is to be absent.

9.04 Sick leave may be used in segments of not less than one (1) hour.

9.05 Before an absence may be charged against accumulated sick leave, the Chief may require such proof of illness, injury or death as may be satisfactory to him, or may require that the employee be examined by a physician designated and paid for by the Employer. In any event, an employee absent for more than two (2) consecutive days must supply a physician's report to be eligible for paid sick leave, if requested by the Chief.

9.06 If the employee fails to submit adequate proof of illness, injury or death, or in the event that upon such proof as is submitted or upon the request of a medical examination, the Chief finds there is not satisfactory evidence of illness or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

9.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

9.08 The Chief may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, be examined by a physician designated and paid for by the Employer, to establish that he is able to perform his duties and that his return will not jeopardize the health and safety of other employees.

9.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to include only the employee's spouse, children, and parents residing in the home of an unmarried employee. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to include only the employee's parents, spouse, child, brother, sister, parents-in-law and grandparents.

9.10 Upon the retirement of an employee who has not less than twenty (20) years of continuous employment with the Employer and has qualified for retirement benefits From the State of Ohio Police and Firemen's Disability and Pension Fund, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-half (1/2) the total number of accumulated, but unused sick hours earned by the employee, as certified by the Finance Director, provided that such resulting number of hours to be paid shall not exceed one thousand three hundred forty-five (1,345) hours at the employee's regular hourly rate. If, upon death, the employee is eligible for this pay out, the monies due shall be paid to the employee's estate.

9.11 Once an employee has a total of 1,200 hours in accumulated, but unused sick time, he is eligible to turn in sick leave that is accrued on an annual basis by the employee and will receive a cash payment equal to seventy-five percent (75%) of his hourly rate at the time the leave is turned in. Such hours turned in will not be accumulated, but shall be taken off the books. Such hours shall be turned in by January 15th of the succeeding year and shall be paid in February of that year.

9.12 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department.

9.13 All accrued sick leave earned prior to January 1, 1984, shall be deducted when used, according to previous utilization rate which was two (2) hours of sick leave for every one (1) hour of accrued time.

9.14 An employee assigned by the Employer to a less strenuous position due to health or disability shall continue to receive all compensation and fringe benefits.

9.15 An employee who uses no sick time or personal sick time during a quarter of the year (January 1 – March 31; April 1 – June 30; July 1 – September 30; October 1 – December 31) shall receive a four (4) hour bonus per quarter not to be deducted from sick leave. This bonus is in addition to all other sick leave bonuses earned after 1200 hours. This bonus shall be paid annually by the second pay period following the calendar year it was earned.

ARTICLE X VACATIONS

10.01 Each full-time employee shall earn and be entitled to paid vacation in accordance with the following schedule.

<u>LENGTH OF CONTINUOUS SERVICE</u>	<u>WEEKS</u>	<u>SHIFTS</u>
After one (1) year	Two (2)	Five (5)
After five (5) years	Three (3)	Seven and one-half (7-1/2)
After twelve (12) years	Four (4)	Ten (10)
After twenty (20) years	Five (5)	Twelve and one-half (12-1/2)

10.02 Vacation time shall be scheduled off by the employee by February 15 of each year with the approval by the Chief.

10.03 Any employee who has earned vacation time by reason of being employed in this department shall be able to transfer his vacation time to another department should he elect such a transfer.

10.04 Any employee who resigns, is terminated, retires, or is separated from employment by the Employer because of a reduction in force will receive pay for his unused and accrued vacation time. In the case of resignation, he shall give two (2) weeks notice in writing to the Chief to be eligible for such payment,

10.05 Vacation time shall not be carried over from one year to another without the express written authorization of the Chief. Any vacation time that is unused within the year granted shall be deemed forfeited, unless unreasonably denied by the Chief.

10.06 Any employee of the Employer who has accumulated and earned vacation time from being employed by the State of Ohio and who has become employed by the Employer within ten (10) years from his termination from such other public employer shall be allowed to transfer his length of service time for credit towards his vacation time calculation with the Employer,

10.07 If any employee entitled to vacation time is deceased before any part of that vacation time is used, his heirs or estate will receive the vacation pay the deceased employee would have received.

10.08 All newly hired employees are ineligible for vacation during their first year of employment, as determined by their anniversary dates. However, between their first anniversary of employment and the succeeding January 1, they are eligible for two (2) weeks or five (5) shifts of vacation. All employees shall be eligible to receive the next higher level of the vacation schedule set forth in Section 10.01 of this Article on their respective anniversary dates when they have been employed for the required number of years.

10.09 One week's vacation shall be equivalent to two and one-half (2-1/2) twenty-four (24) hour tours of duty.

10.10 Vacation buy back. Each member eligible for at least 10 shifts of vacation shall be allowed to turn in for pay, at their regular hourly rate, up to 5 shifts of vacation time per year, providing they state their intention to use or turn in vacation for pay by May 1 of the vacation year. This buy back shall be paid in January following the vacation year.

ARTICLE XI HOLIDAYS

11.01 All full-time employees shall receive the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
Easter	Friday after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas

11.02 All full-time employees shall receive on January 1 of each year one hundred and twenty (120) hours of "Holiday time" as compensation for the ten (10) holidays set forth in paragraph 1. The one hundred twenty (120) hour figure shall equate to twelve (12) hours per holiday. This "Holiday time" shall be scheduled off by the employee by February 15th of each year. However, employees shall have the ability to reschedule their holidays off if the employee provides thirty (30) days advance notice of the rescheduling in order to be approved by the Chief.

11.03 If an employee is required to work on one of the holidays set forth in paragraph 1, he shall be paid time and a half at his fifty (50) hour average work week rate for the time worked. The employee shall have the option of banking the extra hours earned on a holiday (maximum 12 hours) into their comp bank, instead of cash payment.

ARTICLE XII PERSONAL LEAVE

12.01 In addition to the other leave benefits, all employees shall be granted one (1) free personal leave days and up to three (3) personal sick leave days which are to be deducted from the employee's sick leave accumulation, if used, and which are to be taken within the year earned. Any free personal time not used during the year will be added to the employee's sick

leave balance

12.02 Personal sick leave days shall only be taken with advance approval of the Chief.

ARTICLE XIII JURY DUTY LEAVE

13.01 Any employee who is called for jury duty, whether Federal, County or Municipal, shall suffer no loss in pay. Any compensation received from such court for jury duty, as provided for in the Ohio Revised Code, shall be surrendered to the Employer.

ARTICLE XIV FUNERAL LEAVE

14.01 An employee shall be granted time off with pay, not to be deducted from sick leave, for the purpose of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of two (2) tours (shifts) of duty off for each death in his immediate family. For purposes of this Article, "immediate family" shall be defined as to include the employee's parent, spouse, children, brother, sister, parents-in-law and grandparents.

ARTICLE XV INJURY LEAVE

15.01 When an employee is injured in the line of duty while actually working for the Employer, he shall be eligible for paid leave not to exceed ninety (90) calendar days, providing he files for Workers' Compensation and signs a Temporary Total Disability waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receive benefits under this Article. An employee is not eligible for injury leave for any injury requiring seven (7) or fewer calendar days of leave.

15.02 If at the end of this ninety (90) calendar day period the employee is still disabled, the leave may, at the Mayor's and Chief's discretion, be extended for additional ninety (90) calendar day periods or parts thereof.

15.03 In order to receive payment under the Article, the employee must report the injury within seventy-two (72) hours of the incident that caused the injury. The Employer shall have the right to require that the employee be examined by a physician appointed by the Employer who shall certify that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether

the employee is actually disabled or not, but shall not govern whether the injury was duty related.

15.04 Injury leave shall terminate no later than ninety (90) consecutive calendar days after the beginning of the leave, or at such earlier time as provided below:

- A. When the employee is released by his physician to return to work;
- B. At such time that the member is declared capable of performing his normal duties by a physician appointed by the Employer;
- C. If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, and limited work assignments are available, the employee will immediately report for duty under the conditions set forth in the physician's certificate;
- D. Any limited assignments of duties will be reviewed each thirty-calendar days to determine if the employee is capable of resuming normal, unlimited duties. Such limited assignments shall not extend the ninety-day maximum leave provided for in this section.

ARTICLE XVI HOURS OF WORK

16.01 Those employees scheduled in accordance with the three (3) platoon system shall work an average fifty (50) hour workweek. One day will be scheduled off every twenty-eight (28) day work cycle to attain the fifty (50) hour workweek. The scheduled days off (SDOs) will be scheduled by the employee by February 15th of each year, subject to the approval by the Chief.

16.02 Those employees scheduled to work days shall work a forty (40) hour workweek. An employee assigned to this work schedule shall have his hourly rate and leave benefits modified appropriately.

ARTICLE XVII **OVERTIME**

17.01 An employee who actually works a greater number of hours in a given work period than the number of hours he previously had been regularly scheduled to perform during that work period shall be compensated at the rate of one and one-half (1-1/2) times the employee's fifty (50) hour average workweek rate for those greater number of hours. The ten (10) holidays, the Kelly days, one (1) free personal day, vacation time and sick days shall be considered time actually worked. Funeral leave shall not be considered time worked.

17.01.1 Overtime rate shall be based on the base hourly rate plus the hourly rates for longevity and educational bonuses as noted in Sections 18.01, 18.02, 18.03, 18.07, That total rate will be multiplied by one and one-half (1-1/2) times for all time worked over the regular work period as stated in Section 17.01.

17.02 When approved, by the Chief, employees called in to work for a period of less than two (2) hours, when the employee is not on duty, shall be compensated not less than two and one-half (2.5) hours pay. Effective the first pay period after execution of this Agreement employees will be compensated not less than three (3) hours pay under the conditions set forth in this provision.

17.03 An employee's work schedule shall not be modified for the sole purpose of avoiding overtime payments.

17.04 Employees shall, at their election, be able to accrue compensatory time at one and one-half (1-1/2) times the number of overtime hours worked in lieu of cash payment, up to a maximum of one hundred sixty-eight (168) hours per year. In the event an employee works overtime when his "comp-time bank" is one hundred sixty eight (168) hours, he shall be paid cash for such overtime. All hours over one hundred twenty (120) in an employee's comp-time bank as of December 31, shall be paid in cash to the employee in January of the succeeding year but at the prior year's rate of pay at which they were earned. Provided an employee provides a two (2) week notice, all comp-time off requests will be granted, regardless of the availability of part-time fire fighter fill-in. Comp-time may be denied if proper shift manning cannot be maintained.

17.05 If a holdover assignment is required to provide proper coverage when a regularly scheduled fire fighter does not show up for duty, the employees on duty scheduled to be released from the shift will be offered the holdover assignment based on seniority. If no one accepts, the junior qualified employee will holdover. This holdover period will end when a part-time fire fighter is available to relieve the employee in question. The minimum holdover assignment will be two (2) hours. The holdover employee must remain on duty for two (2) hours to receive two (2) hours minimum pay.

17.06 The Employer will create a policy for scheduled shift overtime which will be discussed with the Union prior to implementation. The scheduled shift overtime policy may be managed by the Union with the approval of the Fire Chief.

ARTICLE XVIII EDUCATIONAL AND OTHER PAYS

18.01 An employee who has received a training certificate attesting to the satisfactory completion of all Fire Technology courses offered toward an Associate Degree in Fire Technology, shall receive the following additional pay:

	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
2013	\$341.02	\$0.13/hr	\$0.16/hr
2014	\$347.84	\$0.13/hr	\$0.17/hr
2015	\$356.54	\$0.14/hr	\$0.17/hr

If an employee becomes eligible for additional pay under 18.02 or 18.03 set forth below, he shall not continue to receive this amount. An employee who has an Ohio State EMTA certification shall receive the following additional pay:

	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
2013	\$1,151.42	\$0.44/hr	\$0.55/hr
2014	\$1,174.45	\$0.45/hr	\$0.56/hr
2015	\$1,203.81	\$0.46/hr	\$0.58/hr

Additional pay as an EMTA can be received along with the additional pay provided for under 18.01, 18.02, or 18.03.

18.02 Any employee who has received an Associate Degree in Fire Technology shall receive the following additional pay:

	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
2013	\$659.31	\$0.25/hr	\$0.32/hr
2014	\$672.50	\$0.26/hr	\$0.32/hr
2015	\$689.31	\$0.27/hr	\$0.33/hr

If an employee becomes eligible for additional pay under 18.03 set forth below, he shall not continue to receive this amount.

18.03 Any employee who has received a Bachelor's Degree in Fire Technology or a related field as approved by the Chief and Mayor shall receive the following additional pay:

	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
2013	\$1,318.62	\$0.51/hr	\$0.63/hr
2014	\$1,344.99	\$0.52/hr	\$0.65/hr
2015	\$1,378.61	\$0.53/hr	\$0.66/hr

18.04 Payment pursuant to paragraphs 1, 2, 3, and 7 of this Article shall be paid in a biweekly paycheck, using the appropriate hourly rate based on the employee's average work week (either 50 hours or 40 hour).

18.05 All employees hired after January 1, 1980 shall obtain and maintain EMTA certification as a condition of employment and continued employment. The City will pay the cost of courses required to obtain and maintain this certification.

18.06 All employees hired before January 1, 1986 may serve as paramedics on a voluntary basis. However, once an employee becomes a certified paramedic, he shall maintain the certification as a condition of employment and continued employment. At the sole discretion of the City, all employees hired after January 1, 1986 shall obtain and maintain paramedic certification as a condition of employment and continued employment.

18.07 All employees who obtain and maintain paramedic Certification shall receive the following additional pay:

	ANNUAL	50 HOURS	40 HOURS
2010	\$2,045.29	\$0.79/hr	\$0.98/hr
2011	\$2,086.19	\$0.80/hr	\$1.00/hr
2012	\$2,138.35	\$0.82/hr	\$1.03/hr

If an employee also qualifies for additional pay under 18.01, 18.02, or 18.03, as previously described, he can receive that amount along with additional pay for being a paramedic. However, a paramedic cannot receive additional pay for having an EMTA certification.

18.08 Employees shall be eligible for the reimbursement of tuition costs resulting from the employee taking courses from an accredited institution of higher learning providing that:

- 1) they are related to the employee's job
- 2) the taking of the course(s) has been approved in advance by the Chief and the Mayor
- 3) the employee obtains a grade of "C" or better
- 4) the grade received and receipt for the tuition paid are submitted to the Finance Director
- 5) the amount of tuition to be paid by the City shall be limited to the amount of the then current per credit hour cost charged by the institution the employee attends not to exceed the rate charged by Cleveland State University.

18.09 Employees who have completed twenty-four (24) hours of Fire Fighter in-service training as certified by the Ohio Department of Public Safety, within a calendar year, are eligible for a bonus of six hundred dollars (\$600.00) (\$.29 an hour for 40-hour employees; \$.23 an hour for 50-hour employees). The bonus is paid as part of the employee's hourly rate in the year succeeding the training. The bonus will not be prorated should the employee separate his employment with the City.

ARTICLE XIX UNIFORM ALLOWANCE

19.01 All newly hired probationary employees shall receive, at the Employer's expense, one entire uniform complement. All uniforms purchased shall be surrendered to the Employer if the employee fails to complete the probationary period.

19.02 All employees will be required to wear only approved station wear as designated by the Fire Chief.

19.03 During each year of this agreement, all non-probationary employees shall receive an annual uniform purchase and maintenance allowance in the amount \$1,346.00 for 2013; \$1,373.00 for 2014; and \$1,407.00 for 2015. This amount shall be divided and paid by separate checks at the time of the first paycheck in January and June of each year,

ARTICLE XX INSURANCE

20.01 Upon commencement of employment, all full-time employees shall be entitled to personal health care coverage and benefits and family health care coverage and benefits, where applicable. The Employer will pay one hundred percent (100%) of the premiums for the duration of the Agreement. Health care coverage and benefits are set forth in Addendum A. The Employer reserves the right to change providers or insurers as long as the benefits are comparable to coverage as outlined in Addendum A (Attached) and that the Employer may increase deductible amounts subject to employee deductible maximums set forth in Section 20.03, below.

20.02 The Employer shall provide each employee with a \$25,000 life insurance policy. Effective as soon as practical after execution of this Agreement, full-time employees will be provided a Fifty Thousand Dollars (\$50,000) life insurance policy.

20.03 Effective January 1, 2013, employees shall be responsible for a \$750 deductible for single coverage and a \$1,500 deductible for family coverage. Effective January 1, 2015, employees shall be responsible for a \$1,000 deductible for single coverage and a \$2,000 deductible for family coverage. The Employer shall pay the remainder of the funding for annual

deductibles through HSA funding. Such HSA funding shall occur before January 31st each calendar year.

The Employer may also implement a co-insurance as part of the health insurance plan, however, the Employer shall reimburse bargaining unit employees each year of the Agreement so that such members will have a net zero cost for co-insurance. The parties will develop procedures for such reimbursement herein within thirty (30) days of execution

20.04 HEALTH CARE COMMITTEE. The union may elect one of its members as a participant in a health care committee to be established by the City to discuss issues related to the health insurance provided by the City. The committee will consist of one (1) member of the Mayor's office, and up to two (2) additional designees of the Mayor and one (1) member from each union representing City employees. The purpose of the committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current coverage. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to existing level of benefits for the following year. However, the committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee on such shall not be binding upon the parties. Any changes in health care benefits continue to be subject to good-faith bargaining and agreement by the parties; however, the City retains the right to change providers or insurers as long as the benefits are comparable to coverage outlined in Addendum A, per Section 20.01.

The committee shall meet at least once annually before August 1 to address any issues with the health care plan and once after bids for a change in health insurance have been received. Either the City or any member of the committee can request an additional meeting at any time.

20.05 An employee eligible for family coverage, who decides not to use the health insurance coverage provided by the City will be paid Three Hundred Dollars (\$300.00) per month. No payment can be made under this section until the employee provides proof to the Finance Department that he is covered under another health insurance policy. In the event the employee wishes to re-enroll in the City's insurance, he must wait for open enrollment or notify the City of

a COBRA event.

20.06 The following shall apply to the funding of HSAs.

- a. If an employee joins the Employer's health care plan after January 1 and the plan deductible exceeds the deductible set forth under Addendum A, the Employer's contribution to the employee's HSA will be prorated based upon the months of employment remaining in the health insurance policy year.
- b. If an employee has been advanced HSA funding in any calendar year, is separated from employment during the calendar year prior to December 1 (except for lay-off or reduction in force), and has money remaining in the HSA (i.e., has not exhausted the HSA funding prior to separation), any remaining amounts in the HSA shall remain in the employee's possession and control except that the employee shall reimburse the Employer the remaining HSA funding on a prorata basis through a withholding of the appropriate amount from the employee's final pay check.
- c. If an employee switches from single to family coverage during the year, the Employer will provide additional funding to the employee's HSA to the family plan amount within ten (10) days of the plan change, with the additional funding amount being calculated on a prorata basis. Conversely, if an employee switches from family to single coverage during the year, the Employer may require the employee to reimburse the Employer the difference in the family and single funding by a proportionate reduction in pay from the employee's remaining pay checks for the year, with the amount being calculated on a prorata basis.

ARTICLE XXI RATES OF PAY

21.01 Effective January 1, 2013, all employees shall be paid an hourly wage rate in accordance with the following schedule:

JOB TITLE	ANNUAL BASE	50 HOURS	40 HOURS
Fireman (Prob.)	\$53,674.08	\$20.64	\$25.80
Fireman C	\$61,823.86	\$23.78	\$29.72
Fireman B	\$64,846.92	\$24.94	\$31.18

Fireman A	\$73,495.63	\$28.27	\$35.33
Lieutenant	\$82,329.96	\$31.67	\$39.58

21.02 Effective January 1, 2014 all employees shall be paid an hourly wage rate in accordance with the following schedule:

JOB TITLE	ANNUAL BASE	50 HOURS	40 HOURS
Fireman (Prob)	\$54,747.56	\$21.06	\$26.32
Fireman C	\$63,060.34	\$24.25	\$30.32
Fireman B	\$66,143.86	\$25.44	\$31.80
Fireman A	\$74,965.54	\$28.83	\$36.04
Lieutenant	\$83,976.56	\$32.30	\$40.37

21.03 Effective January 1, 2015 all employees shall be paid an hourly wage rate in accordance with the following schedule:

JOB TITLE	ANNUAL BASE	50 HOURS	40 HOURS
Fireman (Prob.)	\$56,116.25	\$21.58	\$26.98
Fireman C	\$64,636.85	\$24.86	\$31.08
Fireman B	\$67,797.46	\$26.08	\$32.59
Fireman A	\$76,839.68	\$29.55	\$36.94
Lieutenant	\$86,075.97	\$33.11	\$41.38

21.04 The Annual Bases set forth in paragraphs 1, 2, and 3 are based on multiplying the Hourly Rates times twenty-six hundred (2600) hours, which is the fifty (50) hour average work week times fifty-two (52) weeks. All raises are based on the hourly pay. The hourly rate for a forty (40) hour employee is based on the annual base divided by two thousand and eighty (2080) hours.

21.05 The Educational and Other Pays set forth in Article XVIII, Sections 18.01 to 18.03, and 18.07; the Uniform Allowance set forth in Article XIX, Section 19.03; and the Longevity set forth in Article XXII, Section 22.01 shall be increased each year of the Agreement by the same

percentage as the base wage.

ARTICLE XXII LONGEVITY

22.01 All employees shall receive longevity payments for continuous full-time employment in accordance with the following schedule:

<u>2013</u>	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
After 5 years	\$11,322.61	\$0.51/hr	\$0.64/hr
After 10 years	\$1,854.16	\$0.71/hr	\$0.89/hr
After 15 years	\$2,475.52	\$0.95/hr	\$1.19/hr
After 20 years	\$2,972.46	\$1.14/hr	\$1.43/hr

<u>2014</u>	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
After 5 years	\$1,349.06	\$0.52/hr	\$0.65/hr
After 10 years	\$1,891.24	\$0.73/hr	\$0.91/hr
After 15 years	\$2,525.03	\$0.97/hr	\$1.21/hr
After 20 years	\$3,031.91	\$1.17/hr	\$1.46/hr

<u>2015</u>	<u>ANNUAL</u>	<u>50 HOURS</u>	<u>40 HOURS</u>
After 5 years	\$1,382.79	\$0.53/hr	\$0.66/hr
After 10 years	\$1,938.52	\$0.75/hr	\$0.93/hr
After 15 years	\$2,588.16	\$1.00/hr	\$1.24/hr
After 20 years	\$3,107.71	\$1.20/hr	\$1.49/hr

22.02 Such longevity amounts shall be paid in the employee's bi-weekly paycheck by using the appropriate hourly rate based on the employee's average work week (either 50 hours or 40 hours).

ARTICLE XXIII ACTING OFFICER PAY

23.01 When a fire fighter acts in the capacity of a Lieutenant designated by the Chief, an additional one (1) hour of pay at the overtime rate will be paid to such person for all or a minimum of twelve (12) hours of the covered shift worked. Acting Officer pay may be split

between two (2) fire fighters for the twenty-four (24) hour shift covered, if two (2) different fire fighters were in charge during the same shift and both acted in the capacity of a Lieutenant for twelve (12) hours each. In such case, each fire fighter shall receive an additional one-half (1/2) hour pay at the overtime rate as Acting officer pay. If a fire fighter acts in the capacity of a Lieutenant for more than twelve (12) hours on a twenty-four (24) hour shift, that fire fighter shall be entitled to the full Acting officer pay. In no instance will more than one total hour of pay, at an overtime rate, be paid in any twenty-four (24) hour shift.

ARTICLE XXIV MISCELLANEOUS

24.01 In any instance where the Employer requires an employee to submit to a medical examination, the Employer shall pay the cost of the examination.

24.02 The Employer shall provide the Union with one (1) bulletin board which will be located in the locker room of the Fire Department. The Union shall be responsible for the care, maintenance and replacement of the bulletin board, The Employer shall have the right to remove any material not in conformance with paragraph 3 below.

24.03 No notices, memoranda, posters or other forms of communication will be posted on the bulletin board that contain any defamatory, political (except Union election notices), or controversial material or any material critical of the Employer or any employee of the Employer. The Union shall supply one copy of such material to the Employer prior to its posting.

24.04 Any amendments to this Agreement shall be dated, signed by the respective parties and attached hereto.

24.05 This Agreement shall be supplied to each employee by the Employer at no cost to the employee.

ARTICLE XXV LABOR-MANAGEMENT COMMITTEE

25.01 There shall be a Labor Management Committee consisting of up to three (3) Union representatives and up to three (3) Employer representatives.

25.02 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 subject to the Grievance Procedure or collective bargaining.

25.03 The Committee shall have the authority to make recommendations to the Union and Employer.

ARTICLE XXVI HEADINGS

26.01 It is understood and agreed that the use of headings before articles and paragraphs is for convenience only and no heading shall be used in the interpretation of an article or paragraph or affect the interpretation of an article or paragraph.

ARTICLE XXVII GENDER AND PLURAL

27.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular. Moreover, words whether in the masculine, feminine or neuter gender shall be construed to include all of the genders. By the use of either the masculine or feminine genders, it is understood that such use is for convenience purposes only and should not be considered discriminatory by reason of sex.

ARTICLE XXVIII OBLIGATION TO NEGOTIATE

28.01 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations 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.

28.02 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. In addition, each party agrees that the other shall not be obligated to negotiate

regarding any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

ARTICLE XXVIX TOTAL AGREEMENT

29.01 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.

ARTICLE XXX CONFORMITY TO LAW

30.01 This Agreement shall be subject to and subordinated to any applicable present and future Federal and State laws, in accordance with Chapter 4117 O.R.C., and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

30.02 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, but controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

ARTICLE XXXI DEFERRED FEDERAL AND STATE INCOME TAX PAYMENTS ON EMPLOYEES' PENSION CONTRIBUTIONS

31.01 For all employees who are required to make contributions to the State of Ohio Police and Fireman's Disability and Pension Fund pursuant to the Ohio Revised Code, the City shall remit these contributions on behalf of those employees to the Police and Fireman's Disability and Pension Fund in lieu of the employees making such contributions.

31.02 The total amount of Fire Pension deduction in any pay period shall be deducted from the gross amount of pay for that period before Federal and State withholding taxes are calculated and

deducted.

31.03 The amounts of employee Fire Pension deductions withheld and remitted to the Police and Fireman's Disability and Pension Fund under this provision shall become taxable to the employee for Federal and State income tax purposes when the employee withdraws these contributions from that Fund in the form of pension payments or a refund.

31.04 The City and Union shall take all acts necessary and appropriate to initiate implementation of the provisions of this Article, including, but not limited to, making application to the Internal Revenue Service for a private letter ruling concerning the Federal tax treatment of the provisions of this Plan and making application to the aforesaid Pension Fund.

31.05 Subject to any requirements imposed by the Internal Revenue Service and the State of Ohio Police and Fireman's Disability and Pension Fund, the provisions of this Article shall apply to all payroll payments made by the City to said employees after proper and full approval has been procured.

ARTICLE XXXII GRIEVANCE PROCEDURE

32.01 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and except at Step 1, shall have the right to be represented by a person of his own choosing at all stages of the Grievance Procedure. It is the intent of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

32.02 For the purpose of this procedure, the below listed terms are defined as follows:

- a) Grievance – A “grievance” shall be defined as a dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement or a dispute concerning disciplining of an employee, including discharge.
- b) Aggrieved Party - the “aggrieved party” shall be defined as only an employee or group of employees within the bargaining unit or the Union filing a grievance.

- c) Party in Interest - A "party in interest" shall be defined as an employee of the Employer named in the grievance who is not the aggrieved party.
- d) Days - a "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays and the holidays as provided in this Agreement.

32.03 The following procedures shall apply to the administration of all grievances filed under this Grievance Procedure:

- a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.
- c) If a grievance affects a group of employees working in different work locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.
- d) The preparation and processing of grievances shall be conducted only during non-working hours.
- e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.
- f) The aggrieved party may choose whomever he wishes to represent him at any step

of the Grievance Procedure after Step 1.

- g) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.
- h) This procedure shall not be available for disputes concerning any type of discipline or discharge actions.
- i) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.
- j) This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

32.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure.

Step 1

An employee who believes he may have a grievance shall notify his immediate supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and his representative, if, the representative's presence is requested by the employee. The supervisor shall give his answer within five (5) days of the meeting.

Step 2

If the aggrieved party initiating the grievance is not satisfied with the decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Chief within five (5) days from the date of the rendering of the decision at Step 1. The Chief shall convene a meeting within ten

(10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his representative, if he requests one. The Chief shall issue a written decision to the employee's representative with a copy to the employee if he requests one, within fifteen (15) days from the date of the meeting.

Step 3

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) days from the date of the rendering of the decision in Step 2. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting 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's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the meeting. If the aggrieved party is not satisfied with the decision at Step 3, he may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE XXXIII ARBITRATION PROCEDURE

33.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 3 or a timely default by the Employer at Step 3, the aggrieved party may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If such an agreement is not reached, the parties will promptly request the American Arbitration Association to submit a panel of seven (7) arbitrators and will choose one (1) by the alternative strike method.

33.02 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

33.03 The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties.

33.04 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

33.05 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the party losing the grievance. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

33.06 The arbitrator's decision and award shall be in writing and delivered within thirty (30) calendar days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

33.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration Procedures herein contained.

ARTICLE XXXIV DISCIPLINE

34.01 Disciplinary action taken by the Employer shall only be for just cause.

34.02 A non-probationary employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action. The employee shall be informed of the right to confer with a representative of the Union.

34.03 An employee who is suspended, demoted, discharged may appeal the discipline through the grievance and arbitration procedures in this Agreement.

ARTICLE XXXV LAYOFF AND RECALL

35.01 Order of Layoff. Whenever it becomes necessary to lay off employees within the Fire Department for reasons of lack of funds, lack of work or the abolishment of a position, the Employer shall provide the affected union member(s) with written notice of the layoff at least fourteen (14) days in advance of the effective layoff date.

35.02 When the City determines that a layoff is necessary for the reasons described in Section 35.01, first seasonal, part-time and part-time permanent employees shall be laid off in order of seniority by classification. An employee subject to layoff that possesses seniority shall displace the employee with the least seniority in the lowest classification.

35.03 Employees who have been laid off, or have by virtue of exercising their displacement rights been displaced to a lower classification in their classification, shall be placed on appropriate layoff lists. Those employees with the most seniority in each category of order of layoff shall be placed at the top of the layoff list, which will list employees ranked in descending total retention order. Laid off employees will be placed on layoff lists for each classification in the classification series equal to or lower than the classification in which the employee was employed at the time of layoff.

35.04 A union member who is laid off retains reinstatement rights for three (3) years from the date of layoff. During this three year period, the City shall not hire or promote anyone into a position with that classification until all laid-off persons on a layoff list for that classification who are qualified to perform the duties of the position are reinstated or decline the position when it is offered.

35.05 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 required. A copy will also be sent to the Union president. The employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail to the last mailing address of the employee. Persons on the layoff list shall be notified whenever there is a change of position on the list, or removal.

35.06 The recalled union member shall have five (5) calendar days, following the date of receipt of the recall notice, to notify the City of the member's intention to return to work.

ARTICLE XXXVI PHYSICAL FITNESS

36.01 The physical fitness of the bargaining unit members is a benefit to the City's Fire Department and citizens served by the Fire Department. As such, all employees are encouraged to take the physical fitness test and obtain a passing score on an annual basis. The test shall be supervised and administered by the Fire Chief or his authorized representative. The test shall be administered on City property unless certain portions of the test require off-site testing. Any such off-site testing shall be deemed under the control and supervision of the City. Testing standards will be consistent with the Cooper's Single Standard General Population Norms. The Composite score of fifty (50) will be used to determine passing. This score will be determined by averaging the percentile ranking on each event. It will not be necessary to pass each event at the fifty (50) percentage level. Any employee who passes the physical fitness test and scores a composite score at the fifty (50) percentage level or above will receive an annual bonus payment. Any employee who passes the physical fitness test and scores at the fifty (50) percentile level or above on each event will receive an increased bonus payment. Any injury suffered by an employee resulting from taking the physical fitness test shall be considered an injury received in the course of, and arising out of the injured employee's employment with the City.

36.02 Such test shall consist of the following five events:

- | | |
|----------------------------------|----------|
| 1.5 Mile Run/Walk | Sit-ups |
| Bench Press 1-Repetition Maximum | Push-ups |
| Leg Press | |

The annual bonus will be paid during the first pay period in November.

	2010	2011	2012
50% Composite Score	\$975	\$975	\$975
50% Each Event Score	\$1,225	\$1,225	\$1,225

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 9 day of August 2013.

FOR THE UNION:

International Association of Fire
Fighters, Local 2380, AFL-CIO



FOR TH EMPLOYER:

City of Highland Heights, Ohio



ADDENDUM A

Minimum Health Benefits

The following minimum health benefits will be provided for the health benefits referred to in Section 20.01 of the Agreement:

Annual Deductible

Effective January 1, 2013 - \$750 single and \$1,500 family

Effective January 1, 2014 - \$750 single and \$1,500 family

Effective January 1, 2015 - \$1,000 single and \$2,000 family

See Attached Exhibit "A"

MEMORANDUM OF UNDERSTANDING

The City and the Union agree that the Fire Department's regularly scheduled shifts will not be staffed with more part-time firefighters than firefighters, except for special duties and assignments.

The City and the Union further agree that, consistent with sound management practices, it will be the Captain's discretion to work shift. If, however, the Captain decides to work shift, the Captain is limited to working five (5) hours on shift per day.

The City and the Union also agree that the Fire Prevention Officer (FPO) may be assigned to work shift as a firefighter when such a reassignment is necessary to maintain the Fire Department's minimum manning level. If the FPO is assigned to shift as a firefighter, the FPO shall be relieved of his or her normal duties that would prevent him or her from working on shift as a firefighter.

The terms of this Memorandum of Understanding (MOU) shall be incorporated into the Collective Bargaining Agreement (CBA).

APPENDIX

MEMORANDUM OF UNDERSTANDING

The City of Highland Heights (Employer) and International Association of Firefighters, Local 2380 (Union) are parties to a collective bargaining agreement (CBA). The CBA provides that the City will reimburse employees the amount of any applicable co-insurance required under the health insurance plan.

In order to make co-insurance reimbursement non-taxable to the employees, an approved health reimbursement account (HRA) under IRS §105 must be established. The City will establish such HRA benefit for reimbursement for qualified medical expenses and will utilize PrimePay or any other approved party as a third party administrator (TPA) for the HRA.

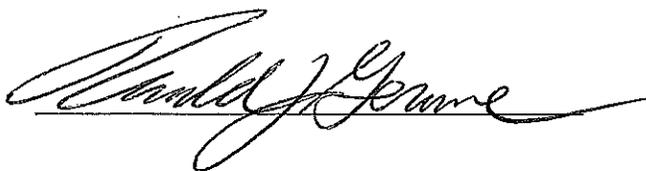
The parties agree that reimbursement procedures shall be governed by PrimePay or the City approved TPA. For 2013, the PrimePay reimbursement procedures are attached to this Memorandum. This Memorandum of Understanding shall continue each calendar year in the event there is no modification to the health insurance plan. The City will strictly adhere to the approved TPA's procedures, rules or regulations.

In the event a claim for a co-insurance reimbursement is not resolved through the internal or administrative appeal process, the Union may file a grievance in accordance with the CBA grievance provisions. Such grievance will be submitted directly to arbitration.

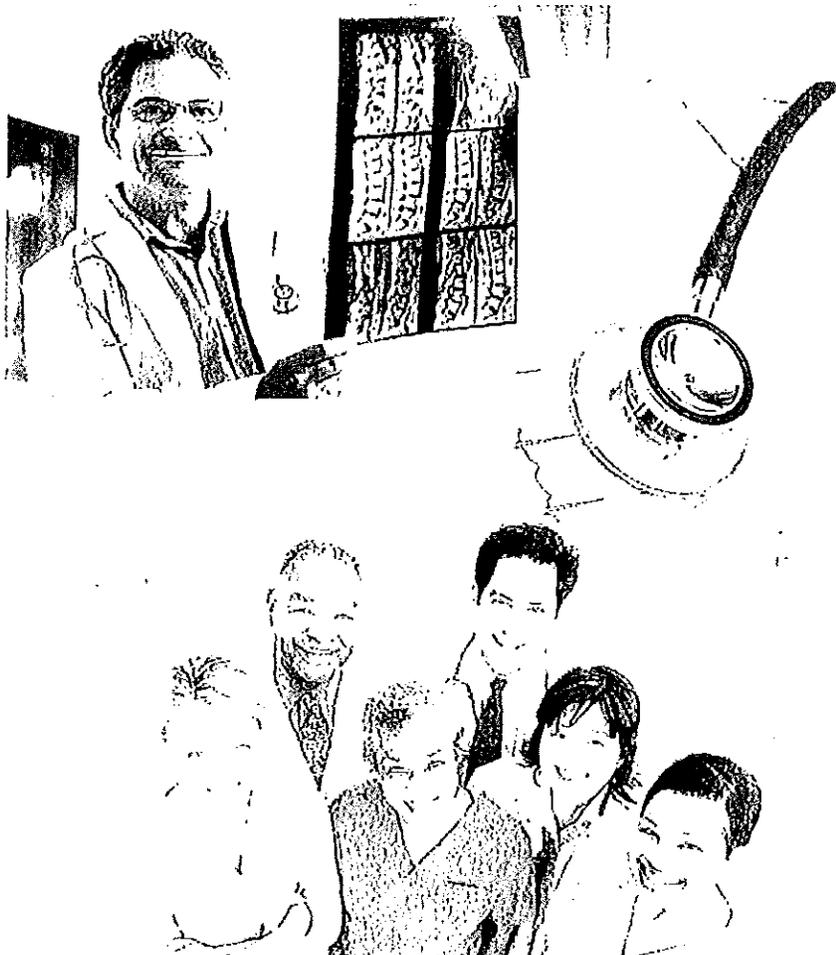
This Memorandum of Understanding is entered into this 9 day of AUG, 2013.

FOR THE UNION:

FOR THE EMPLOYER:

PrimePay[®]
Payroll and Business Services



WHAT IS A HEALTH REIMBURSEMENT ARRANGEMENT?

An HRA is an Employer designed benefit that allows for certain qualified medical expenses, not covered by your group health plan, to be reimbursed through an Employer funded account. An HRA is governed by IRS §105, which allows for the money in the account to be dispersed tax-free. Depending on the plan design, your HRA could be setup to reimburse such expenses as deductibles, copays, prescriptions, etc. Please consult your Plan Documents for more information.

ENROLLMENT IN AN HRA AND MSP REPORTING

A Health Reimbursement Arrangement most often works in conjunction with the group medical plan offered by your Employer. Because of this and the fact that it comes at no cost to you, enrollment is necessary. The specifics of each HRA account offered will be detailed in the Summary Plan Description provided by your employer.

You will need to fill out the Health Reimbursement Arrangement Enrollment Form or enroll online during the open enrollment period prior to the start of the Plan Year or at the time of your eligibility. You are also encouraged to contact our PrimeFlex Customer Service Team at 877.769.3539 for enrollment assistance. Please see your Employer for specific details as to your eligibility for enrollment.

All fields are required for Medicare as Secondary Payer Reporting (MSP). Every quarter PrimeFlex must report participants in an HRA receiving \$1000 or more worth of coverage who are 45 years of age or older, have End Stage Renal Disease (kidney transplant or dialysis), or are enrolled in Medicare to the Centers for Medicare & Medicaid Services (CMS). Spouses and dependents covered under the HRA who match these criteria must also be reported. All information is kept in strict confidence, along with all HIPAA regulations.

MY ONLINE ACCOUNT

Accessing your HRA Account is easy and can be done 24-hours a day!

Go to www.primepay.com, click on "PrimeFlex Online" at the top and click on "Employee and Cardholder Login". (Make sure your pop-up blockers are turned off).

1. Click on Create Account.
2. Enter your first & last name, and enter your Employee ID (often SSN without dashes).
3. If you have a PrimeFlex Debit Card, skip the "Employer ID" field and enter your Flex Card number (no spaces or dashes).
4. If you do not have a Flex Card, enter the Employer ID (contact your Employer).
My Employer ID is _____
5. Create a user name and password and enter your Email Address and click submit.

Once you are logged into the system you can check your balance, file claims, view pending or past claims, add a checking/savings account for direct deposit, opt-in/out of email communication, and much more.

CLAIMS REIMBURSEMENT PROCESS

Below is a typical manual claims reimbursement process.

1. You go to a medical provider and receive service.
2. As the provider will not know how much of your deductible you have met, no money will need to be paid out of pocket. The provider will run your insurance card, which will generate a claim at your insurance provider.
3. Once processed, you will receive an Explanation of Benefits (EOB) detailing the service that was received. The provider will also receive a copy of the EOB, showing the negotiated rate, and the amount they can bill you.
4. If you have incurred an expense reimbursable through your HRA, file a manual claim form or online claim with PrimeFlex; be sure to attach the EOB and all other supporting documentation.
5. We will review your claim according to your HRA's plan design.
6. If approved, a check will be mailed to your address on record, medical provider on record (Provider Pay), or direct deposited to your account on record. When you receive an invoice from your provider, pay them as you normally would.
7. If denied, no disbursements are made from your HRA and you will be responsible for paying for the medical expense by some other means.
8. Be sure to check that the invoice from the provider matches the EOB from the insurance company.

ONLINE CLAIMS

After you have created your account online, you will be able to submit claims, as well as view past and pending claims. Once logged in, select "Request Reimbursement" in the left menu bar. Click "Add New" and enter your claim information for each individual expense being sure to choose the appropriate account type.

If you are able to scan your supporting documentation, you may upload those directly using the "Browse" button; otherwise, print the "Receipt Submittal Form" and fax or mail it along with your substantiation material once the claim has been submitted.

Read the Claim Certification and If you agree to the disclaimer, check the box under "Certification" and click "Submit" at the bottom of your screen.

MANUAL CLAIMS

If you have not created an online account or do not have access to the internet, you may complete a manual claim form once you have incurred a qualifying expense. Fill out a "Claim Reimbursement" form provided by your Employer or available on our website at www.primepay.com under "PrimeFlex Online" near the top. Please fill in all necessary information related to the incurred expense and provide all proper documentation in order to substantiate the incurred expense (i.e. EOB's, itemized receipts, invoices, etc.). Voided or cancelled checks, credit card statements, and balance owed statements from a provider are **NOT** acceptable forms of documentation. Failure to comply with these requirements may result in a pended or denied claim.

ABC Insurance Company

HOW TO READ YOUR EXPLANATION OF BENEFITS (EOB)
Example—Not A Bill

Statement Date: 01/05/2011
ID Number: ABC 123456
Patient Name: Joe Smith

Account Number: 1234567-123
Account Name: YOUR EMPLOYER
Plan Name: Plan 123ABC

Joe Smith
123 Main Street
Anywhere, PA 12345

Service Date	Provider	Benefit Plan				Patient Responsibility				
		Amount Charged	Allowed Amount	Other Insurance	Insurance Paid	Co-Pay	Deductible	Co-Insurance	Not Covered	Total
12/11	Dr. John Doe	\$70.00	\$65.00		\$20.00	\$15.00				\$15.00
1/5/11	Surgery	\$65.00	\$40.00		\$35.00			\$5.00		\$5.00
1/5/11	Laboratory	\$123.00	\$100.00		\$80.00		\$20.00			\$20.00
	Claims#: 12-3456789	\$268.00	\$205.00		\$165.00	\$15.00	\$20.00	\$5.00		\$40.00

Deductible and Co-Insurance to Date	Benefit Year	Deductible				Co-Insurance			
		Amount Used		Amount Remaining		Amount Used		Amount Remaining	
		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
	2011	\$20.00		\$980.00		\$5.00		\$245.00	

- | | | | |
|---------------------------|---|---|---|
| 1. Service Date | The date services were rendered for the named patient. | 9. Co-Insurance | The percentage split between you and the insurance company for services rendered. |
| 2. Provider | The name of the provider who performed service. Can be doctor, hospital, etc. | 10. Not Covered | The amount not covered under your health plan. |
| 3. Amount Charged | The amount billed by each provider. | 11. Total | The total amount for which you are responsible. |
| 4. Allowed Amounts | The maximum the insurance company will allow for services rendered. | 12. Deductible and Co-Insurance Used | If applicable, this table shows total used and remaining deductible and co-insurance for the plan year to-date. |
| 5. Other Insurance | The amount paid by other insurance, i.e. Medicare. | 13. Deductible Used | The amount of the deductible you have spent year-to-date. |
| 6. Insurance Paid | The total amount the insurance company paid. | 14. Deductible Remaining | The amount of the deductible you have remaining year-to-date. |
| 7. Co-Pay | The amount paid at the time of service, as determined by your plan. | 15. Co-Insurance Used | The amount of the co-insurance you have spent year-to-date. |
| 8. Deductible | The amount you must pay out of pocket before the insurance company pays. | 16. Co-Insurance Remaining | The amount of the co-insurance you have remaining year-to-date. |

CLAIMS SUBSTANTIATION PROCESS

Once we have received your claim, we will substantiate it. It is important to note that PrimeFlex must follow strict procedures in accordance with your HRA plan design in substantiating a claim. Neither PrimeFlex nor your Employer can offer exceptions.

If your claim is approved, one of two things will happen. (1) If you are set-up for direct deposit, your reimbursement will usually post to your account about 4 business days after processed. (2) If you are not set-up for direct deposit, a paper check will be issued and will usually arrive in 7-10 days.

If your claim is denied, no disbursements will be made from your HRA account and you will be responsible for paying incurred expenses by some other means. If you feel your claim was denied in error, you may submit an appeal. For more information about appeals, please contact customer service at 877.769.3539.

It is your responsibility to comply with all guidelines and to avoid submitting duplicate or ineligible claims. Failure to comply may delay payment and/or could result in IRS penalties if audited.

Your plan may have been set up to mail payment directly to your medical providers of service. To take advantage of this, check the "Pay Provider Directly" box on the claim form and fill in the appropriate information. Attach the medical invoice with the claim form and we will take care of the rest!

PRIMEFLEX DEBIT CARD

You may receive a PrimeFlex Debit Card when you enroll in an HRA. In many cases, this card will only be able to be used at a pharmacy to purchase prescriptions. However, depending on your plan design, the debit card may be used at medical providers. Use of the debit card will eliminate the need to submit a manual claim for prescriptions, although in many cases substantiation will still be required for medical services paid for with the debit card. PrimeFlex will let you know if substantiation is required. For more information please refer to your plan documents.

It is very important to retain your receipts for all of your HRA transactions.

Below is a quick checklist to help make sure you are submitting claims correctly. Send all claim forms and documents to PrimeFlex in one of the following ways:

- | | | |
|---|-------|---|
| <input type="checkbox"/> My claim is for the current plan year | Email | primeflexhra@primepay.com |
| <input type="checkbox"/> I have incurred an eligible expense | | |
| <input type="checkbox"/> I have filled out the Claim Reimbursement form in its entirety | Fax | 877.632.9472 |
| <input type="checkbox"/> I have attached all supporting documentation for the expenses incurred | | |
| <input type="checkbox"/> I have not submitted this claim before | Mail | Attn: PrimeFlex-HRA Claims
1487 Dunwoody Drive
West Chester, PA 19380 |

FREQUENTLY ASKED QUESTIONS

Q: What online capabilities do I have?

A: Our online portal is very comprehensive. You can check your balance, file claims, view pending or past claims, add a checking/savings account for direct deposit, opt-in/out of email communication, and much more. If you need help setting up your account please contact our customer service team and they will be happy to help.

Q: Can I participate in the HRA if I am not enrolled in my employer's health plan?

A: In most cases no, depending on how your plan is setup. For more information please refer to your Plan Documents or contact your Employer.

Q: What happens if I terminate during the year?

A: There will be a period of time after your termination for which you may submit claims for expenses incurred prior to termination. In some cases, COBRA must be offered, which if elected will allow you to pay premiums in order to remain in your HRA and make claims against it.

Q: Will I ever have to pay taxes on the money I am reimbursed?

A: You will not have to pay taxes on any amount reimbursed, unless more is dispersed than allowed.

Q: What happens if I incur an expense towards the end of the year?

A: Following your last day to incur claims in the Plan Year, assuming you have a high enough balance, you will have generally 90 days to submit expenses for that plan year. This is known as the Run-Out Period and is an option selected by your Employer. Please refer to your Plan Documents.

Q: If I have an HSA, can I still participate in the HRA?

A: Only if the HRA is established as a Post-Deductible or Limited-Purpose HRA. A Post-Deductible HRA may not reimburse any deductible expenses until the minimum (Federal COLA limits) QHDHP deductible has been satisfied. A Limited-Purpose HRA may only reimburse vision, dental and preventative care expenses.

Q: If I have an FSA, can I still participate in the HRA?

A: Yes, these two Plans are implemented or work well together all of the time. In no case may you be reimbursed for the same medical care expense by both an HRA and a Health FSA. If coverage is provided under an HRA and a Health FSA for the same medical care expenses, please check your plan documents for ordering rules.

Q: How do I unlock my online account?

A: Your account may be temporarily deactivated due to inactivity, failure to provide us with required substantiation, or repeatedly entering an incorrect password. To unlock your account please call our Customer Service Team during normal EDT business hours at 877.769.3539.

Q: Can I contribute to my HRA on top of what my Employer has?

A: No, an HRA is a 100% Employer funded benefit.

MY HEALTH REIMBURSEMENT ARRANGEMENT INFORMATION

My Open Enrollment Period is: _____ to _____

My Employer ID is: _____

My User ID is: _____

My Password is: _____

Employer Reimbursement: \$ _____

Employee Responsibility: \$ _____

I can get reimbursed if I spend money out of pocket on:

Notes:

1487 Dunwoody Drive | West Chester, PA 19380

Phone: 877.769.3539 | Fax: 877.632.9472 | Email: primeflexhra@primepay.com

www.primepay.com | www.blog.primepay.com

CITY OF HIGHLAND HEIGHTS
RESOLUTION NO. 21 - 2013

INTRODUCED BY: Mayor Scott E. Coleman & Council as a Whole

MOTION BY: Councilman Frank J. Legan

SECONDED BY: Councilman Robert J. Mastrangelo

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT WITH THE HIGHLAND HEIGHTS FIREFIGHTERS, IAFF LOCAL 2380, ESTABLISHING THE TERMS AND CONDITIONS FOR EMPLOYMENT OF THOSE EMPLOYEES IN THE BARGAINING UNIT COVERED BY THE AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the administration of the City of Highland Heights, Ohio, has conducted extensive negotiations with the Highland Heights Firefighters, IAFF Local 2380, the latter being the bargaining representative for certain employees of the Fire Department of the municipality; and

WHEREAS, the aforesaid negotiations have produced an agreement between the parties establishing the terms and conditions for employment in the Fire Department of the City for those employees in the bargaining unit covered by the agreement; and

WHEREAS, the Mayor and Council have reviewed the proposed agreement and do desire to ratify and adopt such agreement; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HIGHLAND HEIGHTS, OHIO, THAT:

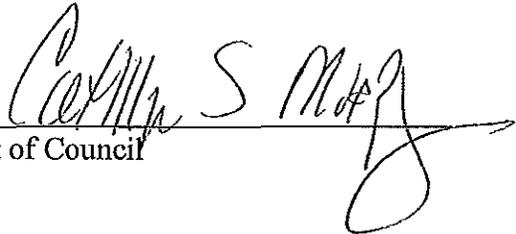
Section 1. The Mayor is hereby authorized and directed to enter into a collective bargaining agreement with the Highland Heights Firefighters, IAFF Local 2380, a copy of said agreement is attached hereto as though fully rewritten herein and marked Exhibit "A," which Agreement provides for the terms and conditions of employment for those employees in the bargaining unit covered by the Agreement.

Section 2. All prior ordinances or resolutions inconsistent with this resolution in whole or in part are hereby repealed to the extent necessary to avoid conflict with this resolution.

Section 3. The Council finds and determines that all formal actions of this Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

Section 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety and welfare of the residents of the City of Highland Heights for the reason that the Agreements authorized herein is necessary to facilitate payment of wages and other benefits to certain employees of the municipality thereby insuring the continued provision of essential municipal services. It shall therefore take effect immediately upon passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

First Reading: 7/9/13



President of Council

Second Reading: suspended

Filed with Mayor 7/10/13

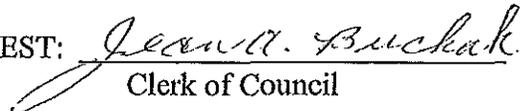
Third Reading: suspended

APPROVED: 7/18/13

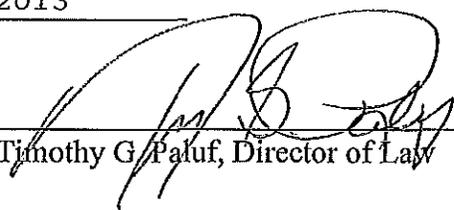
PASSED: July 9, 2013



Mayor

ATTEST: 
Clerk of Council

EFFECTIVE: July 18, 2013

APPROVED AS TO FORM: 

Timothy G. Paluf, Director of Law