



AN AGREEMENT

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02/05/2014

BETWEEN

THE CITY OF NORTH RIDGEVILLE, OHIO

AND

THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS,  
LOCAL 2129, AFL-CLO

EFFECTIVE:

JANUARY 1, 2013 – DECEMBER 31, 2014

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ARTICLE I PREAMBLE

1.01 This Agreement is hereby entered into by the between the City of North Ridgeville, Ohio hereinafter referred to as "Employer," and the International Association of Fire Fighters, Local 2129, AFL-CLO, hereinafter referred to as the "Union."

ARTICLE II RECOGNITION

2.01 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 for all full-time employees employed in the Fire Department, occupying the positions of Fire Fighter, Paramedic, Lieutenant and Captain, excluding all part-time, seasonal and temporary employees. All other employees are excluded from the bargaining unit. Such recognition shall continue for a term as provided by law.

ARTICLE III DUES DEDUCTIONS

3.01 During the term of this Agreement, the Employer shall deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization form permitting said deductions. The dues deductions shall be made from the first paycheck of each month. If the employee's pay for that period is insufficient to cover the amount to be deducted, the Employer will make the deduction from the next paycheck, providing the employee's paycheck is sufficient to cover the deduction.

3.02 A check in the amount of the total dues withheld from those employees authorizing dues deductions shall be tendered to the Treasurer of the Union within thirty (30) days from the date of the deductions. The Employer shall supply the Union with a list of those employees for whom dues deductions have been made.

3.03 Fair Share Fee: Pursuant to Section 4117.09(C) of the Ohio Revised Code all employees, sixty (60) days following the beginning of employment or the effective date of the collective

bargaining agreement, whichever is later, who are in the bargaining unit and are not members of the Union shall have a fair share fee equal to the annual dues of the Union deducted by the Employer from their payroll check. The fees will be collected only upon written request by the Union and only once per calendar year from any employees, and the Employer shall forward all fees collected to the Union. The Union shall prescribe an internal procedure to determine a rebate, if any, for non-members which conforms to federal and state law, provided a non-member makes a timely demand on the Union. This section does not require any employee to become or remain a member of the Union as a condition of employment.

3.04 The Union 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.

#### ARTICLE IV MANAGEMENT RIGHTS

4.01 Not by way of limitation of the following paragraph, but to only indicate the type 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 covered by this Agreement consistent with applicable Civil Service Rules and Regulations; 4) determine the starting and quitting time and the number of hours to be worked by employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement consistent with applicable Civil Service Rules and Regulations; 8) determine the type of equipment used and the sequence of work processing; 9) determine the making of technological alterations by revising either process or equipment or both; 10) determine work standards and the quality of work to be

produced; 11) select, and locate buildings and other facilities; and, 12) establish, expand, transfer, and/or consolidate work process and facilities; 13) 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 of change in any respect the legal status, management or responsibility of such property, facilities, or processes or work.

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 shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, slowdown, walkout, work stoppage or interference of any kind in the operation of the Fire Department.

5.02 The Union shall at all times cooperate with the City in continuing the operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of paragraph 5.01. The Union shall immediately notify all employees that the strike, slowdown, work stoppage or other interference in the operation of the Fire Department is prohibited and is not in any way sanctioned or approved by the Union. Furthermore, the Union shall order all employees to return to work at once.

5.03 It is further agreed that any violation of the above paragraphs will be sufficient grounds for disciplinary action.

5.04 The Employer shall not lockout any employee for the duration of this agreement.

## ARTICLE VI

## NON-DISCRIMINATION

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

6.02 The Employer and the Union recognize the right of all employees to be free to join the Union and to participate in lawful Union activities. Therefore, the Employer and the Union agree that there shall be no discrimination by the Employer or the Union against any employee because of Union membership or non-membership.

## ARTICLE VII

## UNION RIGHTS

7.01 Employees elected or appointed by the Executive Board of the Union or employees who hold election Union office, shall be granted time off of the job to perform their Union functions, including attendance at conventions, conferences, and seminars, without loss of pay, not to exceed two (2) members of the Union off duty at any one time. Said employees shall be granted time off with pay, to attend one (1) convention per year, two (2) District Meetings per year, two (2) seminars or conferences per year, and/or contract negotiations between the City and the Union. Attendance at any such convention, meeting or seminar will not be permitted unless at least nine (9) calendar days notice is received by the Chief to prevent the necessity of overtime to fill in for the employees so attending.

7.02 Attendance at conventions shall be limited to a maximum of two (2) tours of duty per person. Attendance at conferences shall be limited to a maximum of one (1) tour of duty per person. Reasonable notice (at least one week for local conferences and by the beginning of the calendar month for conventions) shall be given to the City.

7.03 Employees may go shopping for food and supplies at least once per day from each station. The Shift Officer will be responsible for scheduling the best time of day to go shopping so that training/daily procedures will not be affected. The Chief may determine the number of

employees to go shopping at the same time, along with the length of time utilized for such shopping. The Safety Director reserves the right to terminate this practice should he/she determine the Department is adversely effected.

7.04 A Labor/Management Committee is hereby created to meet periodically with up to three (3) Employer representatives and up to three (3) Union representatives to discuss matters of a mutual concern, except those subject to grievance or negotiations. The Committee shall review any new SOP or Rules or Regulations for input to the Chief. In the event there is a dispute regarding any such rules, the Committee shall meet with the Safety Director participating to resolve the matter.

7.05 The City agrees to allow the Union to install and maintain the proper lines necessary to run fax machines, computers, etc., owned by the Union.

#### ARTICLE VIII SUBSTANCE TESTING AND ASSISTANCE

8.01 Drug and alcohol screening/testing shall be conducted randomly and upon reasonable suspicion, which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the use of illegal drugs or improper use of alcohol. Drug screening/testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party. The following procedure shall not preclude the Employer from other administrative action.

8.02 All drug and alcohol screening tests shall be conducted by medical laboratories licensed by the State of Ohio. The procedure utilized by the test lab shall include a chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

8.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substance as defined by the Ohio Revised Code. If the screening is positive, the employee shall

be ordered to undergo a confirmatory test of blood by the gas chromatography mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value of the two (2) previous tests. If at any point the results of the drug testing procedures conducted by the City specified in this Article are negative, (employee confirmatory tests not applicable) all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.

8.04 Upon the findings of positive test results for an illegal controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal, controlled substance. Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section, may be referred to an employee assistance program or detoxification program as determined by appropriate medical personnel on drug and alcohol counseling unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP, in which case the Employer may impose disciplinary action. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days, holiday time or compensatory time for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer illegally using a controlled substance, the employee may be returned to his position. Such employee may be subject to periodic retesting at the discretion of the Employer upon his return

to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a medical leave of absence without pay for a period not to exceed ninety (90) days.

8.05 If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within eighteen (18) months after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action. Except as otherwise provided herein; costs of all drug screening tests and confirmatory tests shall be borne by the Employer. For the purpose of this Article, "periodic" shall mean not more than three (3) times per year, except that drug tests may be performed at any time upon, "reasonable suspicion" of drug use.

8.06 No drug testing shall be conducted without the authorization of the Fire Chief. If the Chief orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action. Records of drug and alcohol testing shall be kept in the office of the Fire Chief and shall be kept confidential except as provided by the Ohio Public Records law; however, test results and records may be used for future disciplinary actions as set forth in the Article.

8.07 The employee and the IAFF shall be given a copy of the laboratory report of both specimens before any discipline is imposed.

8.08 Employees that purposely make false accusations pursuant to this Section shall be subject to discipline including but not limited to discharge. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

8.09 Random drug testing may be conducted not more than twice in a calendar year, with no more than thirty (30%) percent of bargaining unit employees being tested each time. The selection of the employees to be tested will be done by the drawing of names or employee members by the Safety Director. There will be no random drug testing without the approval and participation of the Safety Director.

#### ARTICLE IX RULES AND REGULATIONS

9.01 It is understood and agreed that the Employer has the authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's business. Such matters shall be reduced to writing and made available to all employees.

9.02 The Union agrees that its members will comply with all Fire Department Rules and Regulations, including those relating to conduct and work performance of employees as outlines in 9.01, above.

9.03 The Employer may name up to three (3) representatives and the Union may name up to three (3) representatives to sit as a committee to discuss Fire Department Rules and Regulations when deemed necessary. The meetings will be convened at a mutually agreeable time upon the request of either the Employer or the Union within seven (7) calendar days from the date of the request during the term of this Agreement.

#### ARTICLE X SAFETY COMMITTEE

10.01 There is hereby established a joint Safety Committee consisting of two (2) members of the bargaining unit and two (2) members of the Administration which shall meet quarterly to identify unsafe conditions as they exist.

10.02 Should a dispute exist among the Committee members, the Committee may submit their dispute to the Mayor. His reply shall be made within ten (10) calendar days to the Safety Committee.

10.03 If the dispute is not settled after the Mayor's reply or proposed corrective action, the Safety Committee may meet with the appropriate committee of City Council to discuss the situation. The City Council Committee shall reply within ten (10) calendar days to the Safety Committee and such reply shall be final.

#### ARTICLE XI PROBATIONARY PERIOD

11.01 All newly hired employees will be required to serve a probationary period of one (1) year from the date all certificates required by the City are received. During said period, the Employer shall have the right to discipline or discharge such employee(s), based on monthly evaluations given by the Employer during the probationary period, and such action shall not be appealable through the Disciplinary, Grievance or Arbitration Procedures herein contained or to any Civil Service Commission. Employees shall be moved to the next step on the salary schedule after one (1) year of employment.

11.02 If an employee is discharged or quits while on probation, and is later rehired, he shall be considered to be a newly hired employee.

11.03 All employees who are promoted shall serve a promotional probationary period of twelve (12) months. During said period, the Employer shall have the right to demote such employees for just cause as outlined in the disciplinary section of this contract and shall be based upon monthly evaluations given by the Employer during the probationary period.

11.04 If an employee leaves the employment of the City within twenty-four (24) months of their hire date, said employee shall be required to reimburse the City, on a prorated basis, for the cost of the turnout gear which will become theirs to keep.

ARTICLE XII

HOLIDAYS

12.01 All full-time employees shall receive the following paid holidays:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Easter	Day before Christmas
Independence Day	Christmas Day
Memorial Day	Labor Day

12.02(a) Should an employee work on one of the above holidays, he shall be entitled to twelve (12) hours of duty off which may be taken within twelve (12) months from the date earned, plus an additional eighteen (18) hours of straight time pay based on the 2640 rate of pay.

12.02(b) Employees not working the holiday shall receive an additional twelve (12) hours off with pay, or pay in lieu of the holiday at the 2640 rate of pay, to be taken at the employee's option upon the approval of the Shift Officer with notice to the Fire Chief.

12.03 In addition to the above holidays, each employee shall be entitled to three (3) personal day tours of duty off with pay each contract year. Such days must be taken within the contract year earned or they will be forfeited. Such days may be taken in hourly segments.

12.04 Employees required to work on New Year's Day, Easter, Thanksgiving or Christmas shall be allowed three (3) hours off with pay for the purpose of eating a holiday dinner at home. Such time off shall be scheduled by the Shift Officer. Such time shall not be authorized if it results in the call-in of any employee. If such time is not available due to manpower, the employee shall be permitted to convert the meal time into three (3) hours of compensatory time.

12.05 All paid time off earned pursuant to the Article which is to be taken at a future date, must be approved of in advance of its use by the Shift Officer. There shall be no provisions for tentative time off.

ARTICLE XIII VACATIONS

13.01 All full-time employees shall receive a vacation at full pay upon the completion of one (1) year of full service. Thereafter, vacation time shall be earned in accordance with the following schedule:

<u>Hire Date</u>	<u>No Vacation</u>
1 <sup>st</sup> Anniversary	5 tours
2 <sup>nd</sup> Anniversary	5 tours
3 <sup>rd</sup> Anniversary	5 tours
4 <sup>th</sup> Anniversary	7 tours
5 <sup>th</sup> Anniversary	7 tours
6 <sup>th</sup> Anniversary	7 tours
7 <sup>th</sup> Anniversary	7 tours
8 <sup>th</sup> Anniversary	8 tours
9 <sup>th</sup> Anniversary	8 tours
10 <sup>th</sup> Anniversary	8 tours
11 <sup>th</sup> Anniversary	8 tours
12 <sup>th</sup> Anniversary	10 tours
13 <sup>th</sup> Anniversary	10 tours
14 <sup>th</sup> Anniversary	11 tours
15 <sup>th</sup> Anniversary	11 tours
16 <sup>th</sup> Anniversary	11 tours

17 <sup>th</sup> Anniversary	11 tours
18 <sup>th</sup> Anniversary	11 tours
19 <sup>th</sup> Anniversary and up	12 tours

13.02 The process of selection of vacation time shall be divided into two (2) separate groups being one for officers and one for fire Firefighters. A maximum of three (3) members shall be permitted off per shift. The Officers shall pick for one (1) slot on each shift and the Firefighters shall pick for the remaining slots. Within the members of the officer's group and the Firefighters group, vacations will be chosen based on seniority and must be used within one (1) year of the date earned or else they will be forfeited, subject to the provisions of Article 13.31. No vacation time can run past the employee's next anniversary date except for as outlined in Article 13.03.

13.03 In the event an employee does not take the vacation earned, he shall lose the vacation earned and shall not be paid in lieu thereof, except in the specific instances when the employee is prevented from taking the earned vacation:

- a) Through the prohibitive scheduling of the employee's supervisor, or
- b) By conflict with medical leave restriction, or
- c) Where vacation is banked in accordance with Paragraph 13.04.

13.04 Members of the bargaining unit may voluntarily choose to defer a maximum of two (2) tours of vacation time per year. This deferred vacation time must be banked in twenty-four (24) hour segments (no partial tours of duty). Beginning January 1, 2001, deferred vacation shall be paid at the employee's current rate of pay at the time the deferred vacation is paid out. Deferred vacation is paid upon the: (1) retirement of the employee; (2) the disability retirement of the employee; or (3) upon the termination of the employee. In the event of the death of an employee, the deferred vacation shall be paid in accordance with this section to the employee's

estate. All payments pursuant to this section shall be paid by separate check. Any vacation time banked prior to January 1, 2001 will be paid out at the rate of pay at the time the vacation was banked. No employee will be permitted to bank more than thirty (30) vacation days from January 1, 2001 until such time it is paid out.

#### ARTICLE XV SICK LEAVE

14.01 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 contagious disease communicable to other employees; and 3) serious illness, injury or death in the employee's immediate family.

14.02 All full-time employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and shall accumulate such sick leave for future use to an unlimited amount. New employees will be advanced seventy-two (72) hours of sick time upon being hired.

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

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

14.05 The Safety Service Director may require such proof of illness, injury or death as may be satisfactory to him, or may require the employee to be examined by a physician designated by the Safety Service Director and paid by the Employer. In any event, an employee absent on sick leave must supply a written and signed report attesting to his illness.

14.06 If the employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Safety Service Director finds that is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. If the sick time has already been charged against the employee's sick time, then

the sick time hours shall be deducted from the employee's next pay, or upon the completion of any grievance process filed in regards to said sick time denied.

14.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for discipline as established in Article XXXIII of this Contract.

14.08 The Safety Director may require an employee who has been absent due to a personal illness or injury, prior to and as a condition of his return to duty, to be examined by a Physician designated by the Employer and paid by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to work will not jeopardize the health and safety of other employees.

14.09 When the use of sick leave is due to illness or injury in the immediate family "immediate family" shall be defined to only include the employee's spouse and children. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's mother, father, spouse, child, brother, sister, mother and father-in-law, brother and sister in-law, grandparents, spouses grandparents, and grandchildren.

14.10 Upon the occurrence of any of the following events, an employee who has not less than ten (10) years of continued service with the employer shall be entitled to a cash payment of the value of the herein defined amount of earned and unused sick leave hours:

- 1) Retirement of the employee;
- 2) Disability retirement of the employee;
- 3) Death of the employee;
- 4) Separation from employment for any reason except termination for just cause.

Any qualifying employee(s) or the employee's estate shall be entitled to receive cash payment for the total number of accumulated but unused sick hours earned by the employee as certified by the auditor not to exceed fifteen hundred hours (1500) of pay at the current rate of pay. Said sum

shall be paid by separate check. Any employee hired on or after January 1, 2014 shall be entitled to the cash payments referenced above, but not to exceed twelve hundred (1200) hours of pay.

14.11 Any member of the bargaining unit, who has no chargeable sick leave over six (6) consecutive pay periods, shall be awarded twelve (12) hours of Reward time in the next pay period.

14.12 All Reward tours of duty earned pursuant to this Article which are to be taken off at a future date or as personal time, must be approved of in advance by the Shift Officer.

14.13 The Employer agrees that the employee can option to receive payment for reward time earned for non-use of sick time. Employees may option to receive payment of said reward time earned following the accumulation of twenty-four (24) hours of time. Payments shall be made the first pay period following the accumulation of said twenty-four (24) hours, providing proper and timely notification of the payroll officer is made.

#### ARTICLE XV INJURY ON DUTY

15.01 Every full-time employee of the Fire Department shall receive full pay for a period not to six (6) months on account of sickness or injury, provided that such disability was occasioned while in the direct line of full-time duty, and such employee may upon City approval, receive one-half (1/2) pay for a period not to exceed an additional six (6) months. In no event shall both periods of disability extend beyond twelve (12) months. In the event the disability exceeds the injury on duty leave provisions, the employee may utilize any accumulated leave benefits.

During a second six (6) month period of disability caused by duty injury and approved by the City, the employee shall be entitled to cash out any earned time, other than and not to include sick time, in a per pay period basis, in an amount necessary to supplement the "half pay" being received and to bring the employee's pay to an amount approximately equal to full pay, per pay period.

15.02 To apply for benefits under paragraph 15.01, above, written application shall be made to the Director of Safety accompanied by a certificate from a registered physician stating that the employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Safety Service Director to approve or reject the application within seven (7) calendar days and in so doing he may require examination by a physician of his selection.

15.03 In the case of injuries or illness described in paragraph 15.01 above, a deduction may be made to the extent of any sum an employee may receive in the form of temporary total benefits or temporary partial benefits from any compensation fund to this the State, County or the Employer contributes.

15.04 In the event such injury or duty is disallowed by the Bureau of Worker's Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against his accumulated sick leave time. If the employee is out of sick time, a repayment schedule may be established.

#### ARTICLE XVI                      BEREAVEMENT LEAVE

16.01 An employee shall be granted time off with pay for the purposes of attending the funeral upon the death of a member of the employee's immediate family. The employee shall be entitled to a maximum of two (2) tours off with pay for each death in his immediate family. For the purposes of this Article "immediate family" shall be defined as to only include the employee's spouse, children, parents, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law and spouse's parents. Additional Bereavement time may be granted by the Safety Service Director/designee, if such a need *is* approved and requested by the employee.

## ARTICLE XVII

## WORK SCHEDULE AND HOURS

17.01 Each employee shall work a tour of duty consisting of twenty-four (24) hours followed by forty-eight (48) hours of duty.

17.02 Except as otherwise provided in this Article, a 50.769 hour work week shall be the standard work week and shall be accomplished by placing employees on a twenty-six (26) day work cycle with the employee being given off any tour in excess of eight (8) in any work cycle with additional K-days given to accomplish 2640 hours, annually.

17.03 Each of the three (3) shifts shall consist of trained, certified, fire-fighting personnel.

17.04 Station #1 shall have two (2) officers each shift comprised of Captains, Lieutenants, or a Designated-Officer-In-Charge. Station #2 shall have one (1) officer each shift comprised of a Captain, Lieutenant, or a Designated-Officer-In-Charge.

Designated-Officers-In-Charge at Station #1 shall be chosen by offering the position to the Firefighter who has placed highest on the most recent promotional exam and is on duty that day at Station #1.

When there is no Captain or Lieutenant available at Station #2, a Firefighter shall be placed as the Designated-Officer-In-Charge at Station #2. Designated-Officers-In-Charge at Station #2 shall be chosen by offering the position to the firefighter who has placed highest on the most recent promotional exam and is on duty that day. The pay will be at the Lieutenant's rate of pay for all hours worked.

When a Lieutenant is placed as the Acting Captain at Station #1, the pay will be at a Captain's rate of pay for all hours worked. When a Firefighter is placed as the Designated-Officer-In-Charge at Station #1, it shall be considered a mentoring position and shall be paid at his/her regular rate without premium.

As it appears in this article, available shall be defined as any Captain or Lieutenant who is eligible for overtime and capable of working on the designated shift after receiving notification according to departmental policy.

17.05 Provided that the manning is met, the remaining personnel are permitted to request time off as desired with the following guidelines in effect regarding time off including K-Days, Vacations, Personal time, Compensatory time, Reward time, and Holidays:

1. K-Days are scheduled in November of the preceding year of their use and are picked Officers first followed by order of seniority on the North Ridgeville Fire Department for all other shift members.
2. Each member will be given the opportunity to schedule vacation time (pursuant to the procedures outlined in Article 13.02) in November of the year preceding its use. Any vacation not selected at that time will either be subsequently selected pursuant to the procedure for monthly picks, or deferred as prescribed in Article 13.04.
3. Monthly picks for shift time off will be conducted in the third week of the month preceding the pick. Monthly picks will be made pursuant to the procedure prescribed by Article 13.02. Each shift will maintain a rotating list where the member who picked first in a given month will be dropped to last pick for the next month and so on. In the event that the officer slot is not used on a given shift after picks are completed, and requisite manning permits, then the firefighters will be permitted to fill the slot.

17.06 At no time shall a piece of apparatus respond to fail initial alarm with less than two (2) fire-fighting personnel.

17.07 For the purposes of training related to the employee's position, or for light duty in the event of injury, at the discretion of the Fire Chief, an employee may be placed on a week schedule of five (5) days per week, each of such work day to consist of 10.15 hours.

#### ARTICLE XVIII OVERTIME

18.01 All employees assigned or performing overtime work shall be entitled to receive overtime pay at the rate of one and one-half (1 ½) times an hourly rate.

18.02 Overtime payments shall be made for hours worked in excess of the employee's normally scheduled workday or work week.

18.03 All employees who are called in to work after leaving work or before work or on a day when said employee is not scheduled to work shall be guaranteed a minimum of four (4) hours overtime pay at the rate of one and one-half (1 ½) times an hourly rate, provided such time does not abut the employee's regular work day. Any employee working overtime will have the option of taking the money for time worked, or taking the pay as time added to their Compensatory Time bank in lieu of the cash payment.

18.04 All monies earned pursuant to this article shall be paid to the employee in the paycheck covering his normal hours of work for that period of time or the next immediate paycheck if the Employer is unable to process the payments in time to meet the above payment schedule, which may be modified by the mutual agreement between the Mayor and the Union.

#### ARTICLE XIX CLOTHING ALLOWANCE

19.01 Each employee shall receive a clothing allowance of seven hundred fifty (\$750.00) dollars annually, for the purchase of regulation uniforms and clothing as prescribed by the Fire Chief and the Union, to be paid in the month of July each year.

19.02 A new employee shall receive an initial clothing allowance of five hundred (\$500.00) dollars payable immediately upon employment with the Department, and said employee shall

receive an additional two hundred fifty (\$250.00) dollars payable upon the completion of one (1) year of service. Thereafter, said employee shall receive the regular yearly clothing allowance provided in paragraph 19.01, above.

19.03 The following list of clothing and equipment shall be referred to as “turn-out gear,” which shall be the responsibility of the Employer to replace upon being destroyed or wearing out due to use and becomes unsafe for the employee to use in the performance of his duties: 1 fire helmet with winter liner and face shield; 1 turnout coat with winter liner; 1 pair bunker pants with winter liner; 1 pair bunker boots with steel toe and shank; 1 pair of rescue pack boots; 1 pair of fire service gloves; 1 PBI Hood; and 1 flashlight and replacement batteries. All of the above shall meet or surpass NFPA standards 1971-72.

19.04 The safety committee representative for each shift shall determine whether or not turn-out gear is serviceable or non-serviceable when it is brought to his attention by an employee. Said representative shall use guidelines as stated in 19.03 above to make his decision. The Safety Committee representative will then submit his finding to the Fire Chief in writing. The Fire Chief will replace the non-serviceable gear at the earliest possible date.

19.05 Glasses, dentures, personal clothing, and uniforms, including blue squad coats, clearly damaged in the line of duty, where there was no negligence on the part of the employee, shall be repaired or replaced by the City. It is understood that these decisions will be made by the Employer, but approval for such payment will not be unreasonably denied. Payment shall not exceed two hundred (\$200.00) dollars, annually unless approved by the Chief.

## ARTICLE XX EDUCATIONAL

20.01 In a attempt to increase the educational and professional level of the Fire Department, any employee who has taken or takes college courses directly related to a Fire Department, any employee who has taken or takes college courses directly related to a Fire Science/Technology,

Urban Studies, Community Health, or Public Safety Management curriculums after his/her date of hire and approved by the Employer, shall receive two (\$2.00) dollars for each credit hour earned with a grade of "e" or better, monthly. When the employee receives or has received an Associated Degree in Fire Science/Technology, Urban Studies, Community Health or Public Safety Management after his/her date of hire, the Employee shall receive eighteen hundred (\$1,800.00) dollars, annually. If an employee receives or has received a Bachelor Degree in Fire Science/Technology, Urban Studies, Community Health, or Public Safety Management after his/her date of hire, he/she shall receive twenty-four hundred (\$2,400.00) dollars, annually. The educational incentive shall not exceed twenty-four hundred (\$2,400.00) dollars, annually. Payment for credit hours earned prior to receiving the respective degree shall not exceed eighteen hundred (\$1,800.00) dollars for an Associate's Degree and twenty-four hundred (\$2,400.00) dollars for a Bachelor Degree, annually. Degrees must be issued by a state accredited college. Semester hours shall be converted in the following way: one (1) semester hour equals two (2) credit hours. Payment will be made at the first pay period in January of each year. If any current employee has taken college courses directly related to any of the above-listed degrees or has a Degree in Fire Science Technology, Urban Studies, Community Health or Public Safety Management prior to January 1, 2007, he/she shall receive the educational incentive pay described above.

20.02 Employees completing work-related training schools or sessions, shall receive credit of one (1) credit hour per ten (10) clock hours of training school or session, at the discretion of the Employer. Examples of such schools are arson investigation, chemical fires and the like. Such credit hours shall be added to the college credit hours. There shall be no payment for this training if the employee was paid by the Employer while receiving such training.

## ARTICLE XXI

## INSURANCES

21.01 The Employer shall provide Medical/Prescription/Dental Insurance programs as provided for in Appendix A to this Agreement to all full-time employees. Employees enrolled in the Medical/Prescription/Dental Insurance programs shall contribute ten (10%) percent of the monthly cost of such insurance. Beginning January 1, 2014, the contribution shall be twelve and one-half (12.5%) percent of the monthly cost of such insurance. The monthly cost of the employee contribution will be determined by using the actuarially calculated based COBRA rates for Medical/Prescription/Dental coverages. These figures will be adjusted annually effective in July based upon updates to the base COBRA rate. Employee contributions shall be withheld in equal or roughly equal monthly installments from the first two payrolls paid each month. Contributions withheld for each month will be for that month's enrollment (i.e., amounts withheld in January will be for January enrollment). The Employer shall have the right to change insurance carriers, provided the new coverage is equal to or better than the present coverage. Effective upon ratification, the hospitalization insurance coverage plan provided by the City shall be that coverage outlined and listed in Appendix A of this Agreement. Employer shall provide a copy of insurance documents to the bargaining unit.

### 21.02 Health Care Committee

- A. Health Care Committee ("HCC") composed of one (1) bargaining unit member from the American Federation of State, County and Municipal Employees, Local #3442; one (1) bargaining unit member from the Fraternal Order of Police, Ohio Labor Council, Inc., North Ridgeville Division; one (1) bargaining unit member from the International Association of Firefighters, Local #2129, AFL-CIO and three (3) Employer representatives, appointed by the Mayor, shall be created. The mission of the HCC is to create within the workplace environment a forum

whereby representative membership on the Committee will engage in a continuing educational process and review of health insurance benefits with the ultimate purpose and goal of investigating and finding plan design changes to lower premium costs.

- B. The Mayor or his designee shall be the chairperson of the HCC. All decisions of the HCC shall be achieved by a majority vote of Committee members.
- C. Regular minutes of all meetings of the HCC shall be kept and shared with all members of the Committee. The HCC shall regularly be provided with health insurance data, including enrollment levels, claims paid versus premiums, and other data that the members of the HCC believe will facilitate the HCC's processes.
- D. The HCC shall be authorized to utilize such consultants as it deems appropriate. Each year the HCC shall be advised, as soon as possible, of the anticipated level of premiums for the succeeding benefit year.
- E. The HCC's responsibilities, include reviewing health insurance costs, exploring program additions or modifications, examining utilization patterns, and looking for various cost containment options. If the HCC recommends changes, such as program design, premium sharing, "opt-out incentives," or other modifications, any and all such changes shall be implemented following approval by the full membership of the employee representatives and the Employer.

21.03 The Employer shall supply each full-time employee with life insurance in the amount of twenty thousand (\$20,000.00) dollars at no cost to the employee.

21.04 The Employer agrees to carry liability insurance and to provide legal representation and funds to pay for the defense of any lawsuit brought against any employee covered by this

Agreement for actions arising out of the employee's good faith performance of his duties for the Employer.

ARTICLE XXII LONGEVITY

22.01 All full-time employees will be awarded longevity payments commencing on the employee's fifth (5th) anniversary date which shall be paid in lump sum. Longevity will continue to be awarded on the employee's successive anniversary dates according to this procedure and the following schedule:

5-9 years of service	2.5% of the employee's base salary
10-19 years of service	5.0% of the employee's base salary
20+ years of service	7.5% of the employee's base salary

ARTICLE XXIII SALARIES

23.01 . Effective at the beginning of the first full pay period in January, 2013, the existing scheduled wage rates of all employees shall be increased by four (4%) percent. Effective at the beginning of the first full pay period January, 2014, the wage rates in existence on that date shall be increased by two (2%) percent.

2013

POSITION	YEARLY SALARY	2640 RATE
CAPTAIN/PARAMEDIC	\$76,032.00	\$28.80
CAPTAIN	\$74,131.20	\$28.08
LIEUTENANT/PARAMEDIC	\$67,293.60	\$25.49
LIEUTENANT	\$65,630.40	\$24.86
FIREFIGHTER/PARAMEDIC A	\$59,558.40	\$22.56
FIREFIGHTER/PARAMEDIC B	\$56,733.60	\$21.49
FIREFIGHTER/PARAMEDIC C	\$54,014.40	\$20.46
FIREFIGHTER/PARAMEDIC D	\$51,453.60	\$19.49
FIREFIGHTER A	\$58,080.00	\$22.00

2014

POSITION	YEARLY SALARY	2640 RATE
CAPTAIN/PARAMEDIC	\$77,563.20	\$29.38
CAPTAIN	\$75,609.60	\$28.64
LIEUTENANT/PARAMEDIC	\$68,640.00	\$26.00
LIEUTENANT	\$66,950.40	\$25.36
FIREFIGHTER/PARAMEDIC A	\$60,746.40	\$23.01
FIREFIGHTER/PARAMEDIC B	\$57,868.80	\$21.92
FIREFIGHTER/PARAMEDIC C	\$55,096.80	\$20.87
FIREFIGHTER/PARAMEDIC D	\$52,483.20	\$19.88
FIREFIGHTER A	\$59,241.60	\$22.44

ARTICLE XXIV                      EMPLOYER PENSION “PICK UP”

24.01 The Employer shall “pick up” and pay the employees’ retirement contribution to “The Public Employees Retirement System of Ohio,” “The Police and Firemen’s Disability and Pension Fund” pursuant to Internal Revenue Code Section 414 (h) (2) and in accordance with Internal Revenue Service Revenue Ruling 81-36. Such employee’s contributions, although designated as employee contributions, are being paid by the Employer in lieu of contributions by the employees. Employees shall not be given the option of choosing to receive the contribution amounts directly instead of having them paid by the City to the pension plan. The City’s “pick

up” policy will be uniformly applied on a nondiscriminatory basis to all full-time employees covered under this contract covered under “The Public Employees, Retirement System of Ohio,” “The Police and Firemen’s Disability and Pension Fund.”

24.02 The “pick up” by the City of North Ridgeville shall apply to all persons in the following classes:

- A. All full-time employees of the City of North Ridgeville who are contributing members of the Public Employees’ Retirement System of Ohio, or The Police and Firemen’s Disability and Pension fund. For purposes of this Ordinance a “full-time employee” is a person who performs work for the City of North Ridgeville in accordance with an established scheduled working time, such schedule to be based upon not less than five (5) calendar days for fifty-two (52) weeks per year, plus all elected and appointed officials who are on the city payroll twelve (12) months per year. A “full-time employee” shall not include 1) a student whose employment will not exceed fifteen hundred (1,500) hours in any calendar year; 2) any new employee not a member of the Public Employees Retirement System of Ohio, or The Police and Firemen’s Disability and Pension Fund, at the time of his employment, whose employment shall not exceed twenty (20) hours per week; or 3) a temporary or emergency employee whose employment will not exceed three (3) calendar months.

24.03 The City’s contribution to the “retirement system” will be calculated on the full salary of employees before the “pick up” is deducted from gross salary, provided that not employee’s total salary in increased by such “pick up” nor is the City’s total contribution to the retirement system increased thereby. The City shall treat such “pick up” under the, “salary reduction technique,” whereby the employee’s gross salary shall be reduced by the full amount of said contribution for

Federal and State tax reporting purposes. The employee contributions which are “picked-up” by the City shall be treated in the same manner as contributions made by employees prior to the commencement of the “pick up” program and will, therefore, be included in “compensation” for the purposes of the “retirement system” benefit calculations, and for the purposes of calculating salaries and compensation of the employee’s set forth in the contract. Overtime compensation and other employee benefits, where otherwise applicable will be based on the employee’s compensation rate before employer “pick up” of the pension contribution.

24.04 It is understood that the City’s total combined expenditures for employee’s total contract salaries payable pursuant hereto (including “pick up” amounts) and its employer contributions to the “retirement system” shall not be greater than the amount it would have paid for those items had this employer “pick up” policy not been in effect. Should the Internal Revenue Service take issue with the Retirement System concerning its qualified status under Section 401(a) of the Internal Revenue Code, the “pick up” procedure may be deemed null and void.

24.05 The gross wage or salary of any person subject to the “pick up” shall not change as a result of this “pick up.”

24.06 The City Auditor is directed to implement the provisions of this Section to effect the “pick up” of the statutorily required contributions to the Public Employees Retirement System of Ohio, and the Police and Firemen’s Disability and Pension Fund, for those persons within the classes established in Section 2 herein so as to enable them to obtain the resulting Federal and State tax deferments and other benefits.

## ARTICLE XXV                      BADGES AND EQUIPMENT

25.01 Fire Department Bargaining Unit Members who have had at least ten (10) years of continuous service in the City of North Ridgeville Fire Department, upon retirement from the City shall receive their badges, and if they desire, their turn-out gear.

## ARTICLE XXVI

## SPECIALIZED RESPONSE TEAM

26.01 Hazardous materials, technical rescue, and dive/rescue shall be referred to as specialized response teams. The size and composition of each team shall be determined by the City based upon advice of the Fire Chief. All members of the each team shall be trained to a level of competency to be determined by the Fire Chief. The Fire Chief shall also determine the number of annual training sessions, with compensation determined according to the current agreement.

26.02 In the event a member of a Specialized Response Team is required to respond to an incident, the members shall be compensated in accordance with the terms of the collective bargaining agreement.

26.03 All active members of the Specialized Response Teams that have met the obligations of the previous twelve (12) months shall receive a lump sum payment of four hundred dollars (\$400.00) for each team he/she belongs to. The lump sum payment shall be paid in the last pay period of each year.

## ARTICLE XXVII

## PARAMEDICS

27.01 Infectious Disease - The City will cover the cost of an employee's co-payment for medical tests required by a physician as a result of a duty-related incident. The City may require the employee to be examined by a physician of the City's choosing to confirm the need for testing.

27.02 Burnout - After fifteen (15) years of service as a firefighter/paramedic, a member may file a request with the Safety Director to no longer work as a paramedic and return to firefighter/EMT status. If two (2) or more eligible paramedics request to return to firefighter/EMT status and it is not possible to allow all of them to do this, then the "burnout" will be granted on the basis of seniority in the North Ridgeville Fire Department.

27.03 Any member who was not required to be a paramedic at the time of hire will not be subject to the fifteen (15) year requirement for the return to firefighter/EMT status.

27.04 Recertification - The City will pay for the cost of the first attempt of each required recertification. The member will be required to pay at his/her own expense for a second attempt at recertification.

27.05 Any contractual language relating to education payments or benefits will be totally unrelated to the paramedic training program.

27.06 The term paramedic implies State Registered Paramedics unless indicated otherwise.

#### ARTICLE XXVIII GENDER AND PLURAL

28.01 Whenever the context so required, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular; and words whether in the masculine, feminine or neuter gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

#### ARTICLE XXIX HEADINGS

29.01 It is understood and agreed that the use of headings before articles or sections is for convenience only and that no heading shall be used in the interpretation of said article or section nor effect any interpretations of any said article or section.

#### ARTICLE XXX OBLIGATION TO NEGOTIATE

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

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

ARTICLE XXXI CONFORMITY TO LAW

31.01 This Agreement shall be subject to and subordinated to any present and future Federal, State, and Local Laws, along with any applicable Civil Service Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law, rule or regulation shall not affect the validity of the surviving provisions.

31.02 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 of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid portions) thereof had not been included herein.

ARTICLE XXXII DURATION

32.01 This Agreement will remain in effect from January 1, 2013 through December 31, 2014.

ARTICLE XXXIII                      DISCIPLINARY PROCEDURE

33.01 This procedure shall apply to all non-probationary employees covered by this Agreement. A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays, and the Holidays provided in this Agreement.

33.02 All employees shall have the following rights:

- A. An employee shall be entitled to representation at each step of the Disciplinary Procedure.
- B. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as the result of the exercise of his rights under this procedure.

33.03 The following administrative procedural steps shall apply to all disciplinary actions:

STEP 1            The Fire Chief and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Fire Chief shall hold an informal meeting with the employee and his representative within five (5) days of the Chief becoming aware of the occurrence of the facts giving rise to the discipline for the purpose of discussing the matter prior to the formal presentation of charges. The specific nature of the matter will be addressed, and the Fire Chief may offer a proposed disciplinary penalty. The employee must be advised before the meeting that he is entitled to representation by the Union.

STEP 2            If a mutually agreeable settlement is not reached at STEP 1 (the informal meeting) the Fire Chief will, within thirty (30) calendar days, schedule a Step 2 meeting, prepare a formal Notice of Discipline and present it to the employee and the Union President. The specific acts for which discipline is being imposed and

the penalty proposed shall be specified in the Notice of Discipline. The notice shall contain a reference to dates, times, places, people involved (if possible), advice as to the employee's rights, and the right of representation.

STEP 3 Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance within five (5) working days.

33.04 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the provisions contained herein and the employee's employment shall be terminated.

33.05 Discipline shall be imposed only for just cause. No non-probationary employee shall be disciplined except for just cause as defined in Ohio Revised Code, Section 124.34 or for violations of Rules and Regulations as established under Article IX of this Agreement. All discipline shall be applied uniformly and in a fair and equitable manner. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner. The application of progressive discipline shall not be limited to the same infractions and shall be applied in accordance with the following steps:

- 1) Verbal warning
- 2) Written Warning
- 3) Twelve (12) hour suspension
- 4) Twenty four (24) hour suspension
- 5) Demotion and/or discharge

33.06 Where the appointing authority seeks a penalty greater than a written warning, notice of such discipline shall be made in writing and served on the employee personally or by registered

or certified mail, return receipt requested, with a copy to the Local Union President prior to the Step 2 meeting.

33.07 If no disciplinary action has been taken against an employee during the twelve (12) months immediately preceding the present disciplinary action, then in taking disciplinary action against the employee, the City shall not consider or rely upon any prior disciplinary actions. Discipline consisting of lost time or pay shall not be used against an employee after twenty-four (24) months duration, providing there has been no intervening disciplinary action taken against the employee during these periods.

33.08 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. The employee has the right to object by filing a grievance within five (5) working days of receipt of the Notice of Discipline.
2. The Grievance Procedure provides for a hearing by an independent arbitrator as its final step.
3. The employee is entitled to representation at every step of the process.

33.09 Discipline shall not be implemented until either:

1. The matter is settled.
2. The employee fails to file a grievance within the time frame provided by the Grievance procedure.
3. The penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

33.10 If a grievance is filed and pursued within the time frames provided, no penalty can be implemented until the matter is settled or the arbitrator renders a decision.

33.11 A failure to submit an appeal/grievance within the five (5) days time limit shall be construed as an agreement to the discipline by the employee. All subsequent appeal rights shall be deemed waived.

33.12 The Employer and the Union agree that all disciplinary procedures shall be carried out in a private and businesslike manner. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

33.13 An employee may be suspended with pay at any time during the process if the appointing authority, at its discretion, determines the employee's continued presence on the job represents a potential danger to persons or property, or would interfere with the employer's operations. A suspension without pay may be imposed subsequent to the decision at Step 3 of the Grievance Procedure or after the decision rendered by an arbitrator from the Arbitration Procedure if pursued by the Union as outlined 33.07.

33.14 The Union, on behalf of all the employees covered by this Agreement and its own behalf, thereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotions, or discharges) to any Civil Service Commission.

#### ARTICLE XXXIV GRIEVANCE PROCEDURE

34.01 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. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled. If possible, at the lowest step of this procedure.

34.02 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 only the specific and expressed written provisions of the Agreement.
- b) Aggrieved Party - the Aggrieved Party shall be defined as any employee or group of employees within the bargaining unit actually filing a grievance.
- c) Day - a day as used in this procedure shall mean calendar days excluding Saturdays, Sundays, and the Holidays provided in this Agreement.

34.03 The following procedure shall apply to the administration of all grievances.

- a) All grievances shall include:
  - 1) The name and position of the aggrieved party.
  - 2) The provisions of this Agreement involved in the grievance.
  - 3) The time and place where the alleged events or conditions constituting the grievance took place.
  - 4) The identity of the party responsible for causing the grievance, if known to the aggrieved party.
  - 5) A general statement of the nature of the grievance and the redress sought by the aggrieved party.
- b) Any and all decisions/settlements shall be rendered in writing and shall be transmitted to the aggrieved party and his representative, if any.
- c) 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 the Employer, and shall, in all respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings. The Union shall be notified of all settlements as stated in 33.12.

- d) The grievant may choose to be represented.
- e) Any employee who pursues any other available remedy other than provided by this grievance procedure shall automatically have waived and forfeited any remedies provided by this procedure.
- f) 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 limits, the grievance shall automatically move to the next step. The time limits specified for either party may be extended only by written mutual agreement.
- g) 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.

34.04 All grievances shall be administered in accordance with the following steps of the Grievance Procedure utilizing the Grievance Procedure located in Appendix B:

STEP 1 An employee who believes he may have a grievance shall file the grievance, as outlined above, with the Union and, the Chief of the Fire Department within five (5) days of the occurrence of the facts giving rise to the grievance. The Chief shall schedule an informal meeting with the employee and his Union representative within five (5) days of the date of the filing of the grievance by the employee. The Chief and the employee, along with the employee's

representative, will discuss the issues in dispute with the objective of resolving the matter informally.

STEP 2 If the dispute is not resolved informally at Step 1, it shall be presented to the Safety Service Director or his designee within five (5) days of the informal meeting. The Safety Service Director/or his/her designee shall convene a hearing within ten (10) days of the receipt of the grievance. The hearing will be held with the aggrieved party and his Union representative, if he requests one. The Safety Service Director or his/her designee shall issue a written decision to the employee and the employee's Union representative within five (5) days from the date of the hearing.

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

#### ARTICLE XXXV ARBITRATION PROCEDURE

35.01 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 time limit default(s) of the Employer, then within two (2) days after the next regularly scheduled

Union Meeting, or five (5) days, (whichever is longer), the Union may submit the grievance to Arbitration. Once submitted to arbitration, the parties will meet to attempt to mutually agree upon an Arbitrator from the list provided by the FMCS (Federal Mediation and Conciliation Service). If such agreement is not reached, then the Arbitrator names will be stricken Alternately, with the Union striking first; until one (1) name remains, whom shall be designated the Arbitrator to hear the grievance in question.

35.02 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 awards requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms or conditions of this Agreement.

35.03 The Arbitrator shall not decide more than one (1) grievance on the same hearing day or series of hearing days except by mutual written agreement of the parties.

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

35.05 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 other expenses incurred by the other party.

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

35.07 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 XXXVI TOTAL AGREEMENT

36.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically 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 by the Employer, upon advance notification to the Union of any such modifications or discontinuances.

ARTICLE XXXVII PROMOTIONS

37.01 Promotional vacancies shall be filled by a written competitive exam that comprises not less than sixty (60%) percent of the composite score with the Employer having the right to utilize a credited assessment center and interview process for the remaining portion of the composite score. The candidate(s) with the highest composite score(s) will be chosen to fill the vacancy.

ARTICLE XXXVII PHYSICAL FITNESS COMMITTEE

38.01 A Physical Fitness Committee will be established to work with the Fire Chief in developing a physical fitness program.

ARTICLE XXXIX SENIORITY

39.01 Seniority shall be determined by continuous service in the Fire Department calculated from the Date of Employment. Continuous service shall be broken by only resignation, discharge, or retirement. Employees with the same employment date shall be assigned to the Seniority List in order of their ranking on the Civil Service Eligibility List.

ARTICLE XL

EXECUTION

40.01 IN WITNESS THEREOF, the parties hereto have caused this Agreement to be duly executed this 21st day of November 2013.

FOR THE EMPLOYER

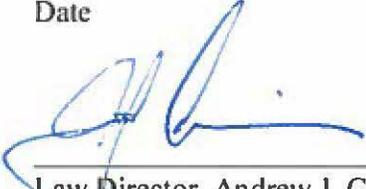
FOR THE UNION

  
\_\_\_\_\_  
Mayor David Gillock

  
\_\_\_\_\_  
Corey Stearns, IAFF Local 2129, President

11-20-13  
\_\_\_\_\_  
Date

11-21-13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Law Director, Andrew J. Crites

11/20/13  
\_\_\_\_\_  
Date

# APPENDIX A

 MEDICAL MUTUAL	<b>City of North Ridgeville SuperMed Plus Option Non-Grandfathered January 1, 2011</b>		 SuperMed Plus
Benefits	Network	Non-Network	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>		
Dependent Age Limit	28 28 Removal upon end of month		
Pre-Existing Condition Waiting Period (does not apply to members under the age of 18)	Initial Group Waived, All Others 3-3-12		
Lifetime Maximum	Unlimited		
Benefit Period Deductible – Single/Family <sup>1</sup>	\$200 / \$400	\$400 / \$800	
Coinsurance	90%	70%	
Coinsurance Out-of-Pocket Maximum (Excluding Deductible) – Single/Family	\$800 / \$1,600	\$1,600 / \$3,200	
<b>Physician/Office Services</b>			
Office Visit (Illness/Injury) <sup>2,4</sup>	\$15 copay, then 100%	70% after deductible	
Urgent Care Office Visit <sup>2,4</sup>	\$18 copay, then 100%	70% after deductible	
Immunizations (tetanus toxoid, rabies vaccine, and meningococcal polysaccharide vaccine are covered services)	90% after deductible	70% after deductible	
Administration of H1N1	100%		
<b>Preventative Services</b>			
Preventive Services, in accordance with state and federal law <sup>3</sup>	100%	70% after deductible	
Routine Physical Exams-One per benefit period (21 and over) <sup>2,4</sup>	100%	70% after deductible	
Well Child Care Services including Exam, Routine Vision, Routine Hearing Exams, Well Child Immunizations and Laboratory Tests (To age 21)	100%	70% after deductible	
Routine Mammogram (One per benefit period)	100%	70% after deductible	
Routine Pap Test (One per benefit period)	100%	70% after deductible	
Routine PSA Tests	100%	70% after deductible	
Routine Colorectal Cancer Screenings	100%	70% after deductible	
Routine Endoscopic Procedures	100%	70% after deductible	
Routine Cholesterol Tests	100%	70% after deductible	
Routine EKG, Chest X-ray, Complete Blood Count, Comprehensive Metabolic Panel, Urinalysis (One each per benefit period)	100%	70% after deductible	
<b>Outpatient Services</b>			
Surgical Services	90% after deductible	70% after deductible	
Diagnostic Services	90% after deductible	70% after deductible	
Physical and Occupational Therapies (Limited to 62 visits per benefit period)	90% after deductible	70% after deductible	
Chiropractic Therapy (Limited to 12 visits per benefit period)	90% after deductible	70% after deductible	
Speech Therapy (Limited to 20 visits per benefit period)	90% after deductible	70% after deductible	
Cardiac Rehabilitation	90% after deductible	70% after deductible	
Emergency use of an Emergency Room	100%		
Non-Emergency use of an Emergency Room <sup>4,5</sup>	\$50 copay then 90%	\$50 copay, then 70%	

Benefits	Network	Non-Network
<b>Inpatient Facility</b>		
Semi-Private Room and Board	90% after deductible	70% after deductible
Maternity	90% after deductible	70% after deductible
Skilled Nursing Facility (80 visits per benefit period)	90% after deductible	70% after deductible
<b>Additional Services</b>		
Allergy Testing	90% after deductible	70% after deductible
Allergy Treatments	90% after deductible	70% after deductible
Ambulance	90% after deductible	70% after deductible
Durable Medical Equipment	90% after deductible	70% after deductible
Home Healthcare	90% after deductible	70% after deductible
Hospice	90% after deductible	70% after deductible
Organ Transplants	90% after deductible	70% after deductible
Private Duty Nursing	90% after deductible	70% after deductible
<b>Mental Health and Substance Abuse</b>		
Inpatient Mental Health and Substance Abuse Services	Benefits paid are based on corresponding medical benefits	
Outpatient Mental Health Services		
Outpatient Substance Abuse Services		

**Note:** Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

Coinurance expenses incurred for services by a network provider will only apply to the network coinsurance out-of-pocket limits. Coinsurance expenses incurred for services by a non-network provider will only apply to the non-network coinsurance out-of-pocket limits.

Deductible expenses incurred for services by a network provider will only apply to the network deductible out-of-pocket limits. Deductible expenses incurred for services by a non-network provider will only apply to the non-network deductible out-of-pocket limits.

This document is only a partial listing of benefits. This is not a contract of insurance. No person other than an officer of Medical Mutual may agree, orally or in writing, to change the benefits listed here. The contract or certificate will contain the complete listing of covered services.

In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

<sup>1</sup>Maximum family deductible. Member deductible is the same as single deductible. 3-month carryover applies.

<sup>2</sup>The office visit copay applies to the cost of the office visit only.

<sup>3</sup>Preventive services include evidence-based services that have a rating of "A" or "B" in the United States Preventive Services Task Force, routine immunizations and other screenings, as provided for in the Patient Protection and Affordable Care Act

<sup>4</sup>Copays accumulate toward the coinsurance maximum

<sup>5</sup>Copay waived if admitted. The copay applies to room charges only. All other covered charges are subject to deductible and coinsurance.



**City of North Ridgeville  
Prescription Drug Program<sup>1</sup>  
January 1, 2011**

<b>Benefits</b>	<b>Copay</b>	<b>Day Supply</b>
<b>Benefit Period</b>	<b>January 1<sup>st</sup> through December 31<sup>st</sup></b>	
<b>Dependent Age Limit</b>	<b>Same as Medical</b>	
<b>Retail Program with Oral Contraceptive Coverage</b>		
<b>Generic Copayment</b>	<b>\$10</b>	<b>30</b>
<b>Formulary Copayment</b>	<b>\$20</b>	<b>30</b>
<b>Non-Formulary Copayment</b>	<b>\$30</b>	<b>30</b>
<b>Home Delivery Program with Oral Contraceptive Coverage</b>		
<b>Generic Copayment</b>	<b>\$20</b>	<b>90</b>
<b>Formulary Copayment</b>	<b>\$40</b>	<b>90</b>
<b>Non-Formulary Copayment</b>	<b>\$80</b>	<b>90</b>

**Note:** In an effort to continue our commitment to quality care and help contain the increasing cost of prescription drug coverage, a formulary feature is included in your prescription drug benefit. A formulary drug is a FDA approved prescription medication reviewed by an independent Pharmacy and Therapeutics Committee brought together by Medco Health Solutions, Inc. Formulary drugs can assist in maintaining quality care while meeting your plan's cost containment objectives.

Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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<sup>1</sup>Includes Rx Selections® Drug List. A list of drugs on the Rx Selections® formulary will be used.



## Traditional Dental

Benefits	
Benefit Period	January 1 <sup>st</sup> through December 31 <sup>st</sup>
Dependent Age Limit	Same as Medical
Benefit Period Maximum (per member)	\$2,000
Benefit Period Deductible – (per member)	\$0
Orthodontic Lifetime Maximum (per member) (per eligible dependent up to age 23)	\$1,000
<b>Preventive Services</b>	
Oral Exams – two per benefit period	100% UCR
Bite Wing X-rays – two sets per benefit period	100% UCR
Diagnostic X-rays including Full Mouth/Panorex limited to one every 36 months	100% UCR
Prophylaxis (cleaning) – two per benefit period	100% UCR
Fluoride Treatment – one treatment per benefit period, limited to dependents up to age 19	100% UCR
Space Maintainers- limited to eligible dependents up to age 19	100% UCR
Emergency Palliative Treatment – includes emergency oral exam	100% UCR
<b>Restorative Services</b>	
Consultations and Other Exams by Specialist	90% UCR after deductible
Minor Restorative Services	90% UCR after deductible
Endodontics/Pulp Services	90% UCR after deductible
Periodontal Services	90% UCR after deductible
Repairs, Relines & Adjustments of Prosthetics	90% UCR after deductible
Simple Extractions	90% UCR after deductible
Impactions	90% UCR after deductible
Minor Oral Surgery Services	90% UCR after deductible
General Anesthesia	90% UCR after deductible
<b>Complex Services</b>	
Gold Foll Restoration	65% UCR after deductible
Inlays, Onlays – one every five years	65% UCR after deductible
Crowns – one every five years	65% UCR after deductible
Bridgework (Pontics & Abutments) – one every five years	65% UCR after deductible
Partial and Complete Dentures – one every five years	65% UCR after deductible
<b>Orthodontics Option (25 or more eligible employees required)</b>	
Orthodontic Diagnostic Services	50% UCR
Minor Treatment for Tooth Guidance	50% UCR
Minor Treatment for Harmful Habits	50% UCR
Interceptive Orthodontic Treatment	60% UCR
Comprehensive Orthodontic Treatment	50% UCR

**Note:** Benefits will be determined based on Medical Mutual's medical and administrative policies and procedures.

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In certain instances, Medical Mutual's payment may not equal the percentage listed above. However, the covered person's coinsurance will always be based on the lesser of the provider's billed charges or Medical Mutual's negotiated rate with the provider.

Benefits listed are effective January 1, 2005

**APPENDIX B**  
**GRIEVANCE FORM**  
**IAFF LOCAL 2129**

Grievance No: \_\_\_\_\_

Name of aggrieved party: \_\_\_\_\_

Aggrieved party's position: \_\_\_\_\_

**Date grievance filed with Union and Fire Department Chief:** \_\_\_\_\_  
(Due within 5 days<sup>1</sup> from date of occurrence of facts giving rise to grievance)

Provision(s) of Collective Bargaining Agreement involved in grievance:  
\_\_\_\_\_

**Date of occurrence and place of event or conditions constituting basis of grievance:**  
\_\_\_\_\_

Identity of party responsible for causing grievance, if known to grievant:  
\_\_\_\_\_

General statement of the nature of the grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Redress sought by aggrieved party: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> "Days" are defined as calendar days excluding Saturdays, Sundays and Holidays [CBA article 34.02(c)]

**STEP 1 MEETING**

**Date of Step 1 meeting with Employee/Grievant, Chief and Union Rep:** \_\_\_\_\_  
(Informal meeting to occur within 5 days of filing of grievance)

**Names of participants:** \_\_\_\_\_  
\_\_\_\_\_

**Matter was:** Resolved      Not Resolved (circle one)

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Fire Chief:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**STEP 2 HEARING**

**Date grievance submitted to SSD for Step 2 Hearing:** \_\_\_\_\_  
(Due 5 days following Step 1 Meeting)

**Date of Step 2 Hearing with Grievant, Union Rep, and SSD (or Designee):** \_\_\_\_\_  
(To occur within 10 days of SSD's receipt of Step 2 Appeal)

**Names of participants:** \_\_\_\_\_  
\_\_\_\_\_

**Matter was:** Resolved      Not Resolved (circle one)  
(If matter resolved, upon request of either party or by mutual agreement, terms of resolution shall be recorded in separate document executed by both parties)

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Union Rep:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of SSD/Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date written decision of SSD/Designee issued (if not resolved):** \_\_\_\_\_  
(To be issued to Grievant and Union Rep 5 days following date of Step 2 Hearing)

**STEP 3 HEARING**

**Date grievance submitted to Mayor for Step 3 Hearing:** \_\_\_\_\_  
(Due 5 days following issuance of Step 2 written decision)

**Date of Step 3 Hearing with Grievant, Union Rep, and other necessary party to provide requisite information, and Mayor (or Designee):** \_\_\_\_\_  
(To occur within 10 days of receipt of Mayor's receipt of grievance for Step 3 Appeal)

**Names of participants:** \_\_\_\_\_  
\_\_\_\_\_

**Matter was:** Resolved      Not Resolved (circle one)  
(If matter resolved, upon request of either party or by mutual agreement, terms of resolution shall be recorded in separate document executed by both parties)

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Union Rep:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Signature of Mayor/Designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Date written decision of Mayor/Designee issued (if not resolved):** \_\_\_\_\_  
(Due 10 days following date of Step 3 Hearing)

**Submission to Arbitration:** If the Union seeks appeal of the Step 3 decision, the matter may be submitted to arbitration by providing notice to the Mayor within two (2) days after the next regularly scheduled Union Meeting, or five (5) days following issuance of the Mayor's Step 3 decision, whichever time period is longer.