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11/11/2013

LABOR AGREEMENT

BETWEEN

THE CITY OF SHAKER HEIGHTS, OHIO

AND

**LOCAL 516, INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, AFL-CIO**

EFFECTIVE JANUARY 1, 2013, THROUGH DECEMBER 31, 2015

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AGREEMENT

This Agreement is effective the 1st day of January, 2013, at Shaker Heights, County of Cuyahoga, and State of Ohio, by and between the City of Shaker Heights, Ohio hereinafter referred to as the "City", and Local 516, International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union".

WHEREAS, the City and the Union desire to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise, and to establish proper standards of wages, hours and other conditions of employment.

NOW, THEREFORE, the City and the Union do hereby agree as follows:

ARTICLE I **RECOGNITION**

The City agrees that it has and will continue to recognize the Union as exclusive representative to bargain collectively with respect to all matters pertaining to wages and salaries, hours or terms and other conditions of employment, for all sworn employees of the Fire Department of the City (hereinafter sometimes referred to as "employees"), except the Chief and two (2) Assistant Chiefs.

ARTICLE II **UNION SECURITY**

Section 1. All employees who are covered by this Agreement who are not members of the Union and who have been employed by the City for sixty (60) days or more shall, as a condition of employment, pay a fair share fee equal to the dues required to be paid by members of the Union. Said fair share fee shall be paid by payroll deduction as provided in this Article.

Section 2. Employees covered by this Agreement who fail to comply with the requirements of Section 1 of this Article, as applicable, shall be discharged by the City

within two (2) weeks after receipt by the City of written notice from the Union of such failure to comply.

Section 3. The City shall deduct once each month from the pay of each member of the Union who has authorized such deductions any dues, initiation fees and assessments the Union may adopt. The City shall deduct once each month from the pay of each employee covered by this Agreement who is not a member of the Union a fair share fee equal to the amount of dues required to be paid by members of the Union. The City shall transmit to the Union on or before the first working day of the month all monies withheld during the month, along with an accounting as to the amount withheld from the pay of each employee and specifically identifying union members and those employees paying a fair share fee.

Section 4. The Union is and shall continue to be the only employee organization which shall have the right to have its dues, initiation fees and assessments withheld by the City from the pay of employees in the bargaining unit it represents.

Section 5. The Union shall indemnify and hold the City and any of its agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the City for the purpose of complying with any of the provisions of this Article or in reliance on any notice or authorization form furnished under any of the provisions of this Article.

ARTICLE III

MANAGEMENT RIGHTS

Section 1. Except as specified otherwise in this Agreement, the City has the right and responsibility to:

- (1) Determine matters of inherent managerial rights which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of service, its overall budget, utilization of technology and organizational structure;
- (2) Direct, supervise, evaluate or hire employees;

- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means or personnel by which government operations are to be conducted;
- (5) Suspend, discipline, demote or discharge for just cause, or lay off, transfer (including the assignment and allocation of work) within departments or to other departments, assign, schedule, promote or retain employees;
- (6) Determine the adequacy of and direct the work force;
- (7) Determine the overall mission of the employer as a unit of government;
- (8) Effectively manage the work force and operations;
- (9) Take actions to carry out the mission of the public employer as a governmental unit;
- (10) Control the premises and facilities;
- (11) Promulgate and enforce reasonable employment rules and regulations;
- (12) Introduce new and/or improved equipment methods and/or facilities;
- (13) Determine the size and duties of the work force;
- (14) Determine the number of shifts required and work schedules;
- (15) Establish, modify, consolidate or abolish jobs (or classifications); and
- (16) Determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required and areas worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided herein.

ARTICLE IV

DISCRIMINATION

Section 1. The City agrees not to discriminate against any employee for his/her activity on behalf of, or membership in, the Union.

Section 2. The City and the Union agree that, in accordance with the provisions of state and federal law, there shall be no discrimination against any employee because of

race, creed, religion, color, national origin, sex or disability and that there shall be no discrimination on the basis of sexual orientation.

Section 3. Notwithstanding the current language contained in Article IV Section 2, above, there shall be a mandatory retirement age of sixty (60) for all employees in the bargaining unit, with the exception of those specified in a separate *Memorandum of Understanding*, who shall have a mandatory retirement age coinciding with the twenty-fifth (25th) anniversary of the employee's date of hire with the City, plus a thirty (30)-day grace period.

Section 4. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and non-members.

ARTICLE V

HOURS OF WORK

Section 1. Fire suppression personnel shall work a 3-platoon, 24-hour shift.

Section 2. The delineation of schedule start and stop times remains within the sole discretion of the City.

Section 3. Platoon duty personnel shall be paid for a fifty (50) hour average work week. The work week paid will average 50 hours every 6 weeks. Platoon duty personnel shall work a 48 hour (modified 50) average work week. The work week will average 48 hours every 3 weeks. To accomplish this, every platoon duty member will be entitled to one (1) normally scheduled work day off (Special Day) every 21 days. To make up the difference between what each member is paid and what a member worked, each platoon duty member will be charged annually four (4) Holidays and shall receive eight (8) hours of compensatory time.

Section 4. Non-platoon personnel shall work a forty (40) hour work week.

Section 5. For the purpose of calculating payments for overtime, the parties agree that paid leave time shall be treated as hours worked. Such paid leave shall include:

Vacation, Holidays, Sick Leave, Injury Leave, Jury Duty, Military Leave, and Compensatory Time Off.

ARTICLE VI

HOURLY RATES OF PAY

The hourly rate of pay for platoon duty personnel shall be the annual salary of an employee divided by 2600. The hourly rate of pay for all other personnel shall be the annual salary of the employee divided by 2080. An employee's annual salary shall be determined by reference to the employee's annual salary as set forth in Article IX of this Agreement and shall include such extras as academic achievement pay, longevity pay, paramedic pay, and certified driver pay.

The hourly rate of pay for an employee who is held over on a shift or is called in because of a fire or other emergency response shall be one and one-half (1-1/2) times the employee's annual salary, divided by 2080.

The hourly rate of pay for employees who are assigned additional shifts on a platoon duty basis shall be one and one-half (1-1/2) times the employee's annual salary, divided by 2600.

The hourly rate of pay for employees who are assigned additional shifts on a forty (40) hour basis shall be one and one-half (1-1/2) times the employee's annual salary, divided by 2080.

ARTICLE VII

OVERTIME

Section 1. General. In the event that a need for non-emergency recall overtime occurs in the Fire Department, overtime shall accrue to members of the bargaining unit and shall be voluntary. All overtime shall be distributed and rotated equally among employees by seniority. However, where particular skills such as paramedic or fire prevention are required, only such personnel are to be offered the overtime. If, however, following completion of the voluntary overtime selection procedure outlined above, it is determined that all or such number of employees who normally perform and are qualified to do the

work have declined to work overtime or are unavailable (cannot be contacted) so that the required number of employees for the overtime assignment have not been selected, then the City may assign overtime on a mandatory basis to those employees who normally perform and are qualified to do the work.

The Battalion Chiefs will maintain a log per SOP 336 and SOP 347. The Union shall have the right to audit the overtime log quarterly during normal business hours.

Section 2. Hold-over at Emergency. Overtime caused by operations at a fire or other emergency which result in a member working past his shift change will not be recorded in the overtime log.

Section 3. Hold-over Pay. Employees required to remain on duty longer than the end of a shift shall be compensated for all time worked after the end of that shift.

Section 4. Comp Time. Employees may receive comp time (time due) in lieu of cash for overtime. Comp time is earned at a rate of time and one-half (1-1/2) for each hour worked.

Section 5. Comp time may be accrued to a total of two hundred (200) hours. Comp time may be utilized in accordance with existing departmental procedures.

ARTICLE VIII

CALL-BACK PAY

Section 1. Emergency Recall. Any employee who is recalled to work for an emergency after leaving duty shall be paid for at least four (4) hours or all time worked, whichever is greater, unless the hours worked are contiguous to on-duty hours; then the employee shall be paid at 1 ½ times the actual hours worked, rounded up to the nearest tenth of an hour. All emergency recalls shall be mandatory, but distributed and rotated as equally as possible under emergency conditions among employees by seniority. However, where particular skills such as paramedic or fire prevention are required, only such personnel are to be called back.

Section 2. Scheduled Overtime. Any employee who is required to work after leaving duty shall be paid for at least four (4) hours or all time worked, whichever is greater.

Overtime that is scheduled for special details will not be recorded in the overtime log referred to in "Article VII - Overtime."

Scheduled overtime involving work details shall be on a voluntary basis. (Hydrant painting, etc.). Scheduled overtime to attend meetings, training classes and other functions by order of the Chief shall be mandatory unless excused for just cause.

Scheduled overtime for court appearances shall be mandatory unless excused by the court.

Any scheduled overtime that immediately precedes or follows an employee's on-duty hours shall be paid at 1 ½ times the actual hours worked, rounded up to the nearest tenth of an hour.

ARTICLE IX
COMPENSATION

Section 1. Base Salary. The annual salary for employees covered by this agreement shall be as follows:

	<u>1/1/13</u>	<u>1/1/14</u>	<u>1/1/15</u>
	<u>0.0%</u>	<u>2.0%</u>	<u>2.0%</u>
Battalion Chief	\$88,101	\$89,863	\$91,660
Lieutenant	78,660	80,233	81,838
Firefighter F.P.B.	72,340	73,787	75,263
Primary Driver	71,293	72,719	74,173
Back-Up Driver	70,763	72,178	73,622
Firefighter 5th Year (Firefighter First Grade)	70,232	71,637	73,069
Firefighter 4th Year	63,953	65,232	66,537
Firefighter 3rd Year	57,670	58,823	60,000
Firefighter 2nd Year	52,556	53,607	54,679
Firefighter 1st Year	47,443	48,392	49,360

Section 2. Paramedic Pay.

*Paramedic Pay will be administered in accordance with Article IX, Section 2 of the 2010-2012 Contract through December 31, 2013 and the following provisions will take effect on January 1, 2014.

Definitions

Paramedic Fund: Monies shall be set aside annually by the City, for payment to employees per the terms of this Section. Effective January 1, 2014, this annual amount shall be \$80,000. In no event will the City's financial obligations to make payments under this Section exceed \$80,000.

Paramedic Compensation: Every certified paramedic member of the bargaining unit will be compensated \$750 annually, in bi-weekly payments out of the Paramedic Fund.

Primary Paramedics: A group of employees who regularly ride the squad and share equally in bi-weekly payments from the remainder of the paramedic fund.

Operational Standards and Procedures

Membership Guidelines

- Probationary employees are ineligible for payment as Primary Paramedics or for Paramedic Compensation.
- During the semi-annual review period immediately following the completion of an employee's probationary period, he or she will be eligible for Primary Paramedic and Paramedic Compensation.

- Primary drivers and officers are ineligible for payment as Primary Paramedics. All other employees who have a current valid Paramedic Certification will be considered Primary Paramedics.

Ride Time

- Ride time will be evenly distributed among Primary Paramedics to the extent possible.
- Probationary paramedics will be permitted to ride, with no time restrictions, in order to gain experience.

Payment Procedures

- On a semi-annual basis, the Fire Chief or his designee shall establish the appropriate bi-weekly payment for Primary Paramedics. This bi-weekly payment will be calculated by dividing half the Fund amount (i.e., half of \$80,000) remaining after the distribution of the certified paramedic pay set forth above by the number of Primary Paramedics, and then dividing that amount by thirteen (13) (the number of pay periods). Once the above designation has been set for a six month period, employees who become newly eligible for Primary Paramedic status during the six months will not be eligible for Primary Paramedic pay until the next six month period.

Section 3. Longevity. In addition to the base salary provided above, employees shall receive longevity pay in accordance with the following schedule:

After seven (7) years of service	\$ 600.00 per year
After twelve (12) years of service	\$ 900.00 per year
After seventeen (17) years of service	\$1,400.00 per year
After twenty-two (22) years of service	\$2,000.00 per year

Section 4A. Compensation for Academic Achievement. Each full-time sworn member of the Fire Department hired before January 1, 2003, after two (2) years of service, shall be granted additional compensation for academic achievement in the field of fire science (i.e. Fire Technology, Public Safety Management, or Emergency Medical Services) as set forth hereunder:

- (a) Upon completion of twelve (12) technical credit hours (Fire Technology, Public Safety Management, or Emergency Medical Services), a fire fighter shall be entitled to additional compensation in an amount of one percent (1%) of his base pay; or
- (b) Upon completion of twenty-four (24) technical credit hours (Fire Technology, Public Safety Management, or Emergency Medical Services), a fire fighter shall be entitled to additional compensation in an amount of two percent (2%) of his base pay; or
- (c) Upon completion of all the required technical credit hours for and toward the Fire Technology, Public Safety Management, or Emergency Medical Services Associate of Science (Arts) Degree, the fire fighter shall be entitled to additional compensation in an amount of three percent (3%) of his base pay; or
- (d) Upon completion of twenty-four (24) technical credit hours (Fire Technology, Public Safety Management, or Emergency Medical Services) and thirty (30) other credit hours for and toward the attainment of an Associate of Science (Arts) Degree, the fire fighter shall be entitled to additional compensation in an amount of three percent (3%) of his base pay; or
- (e) Upon the attainment of an Associate of Science (Arts) Degree in Fire Technology, Public Safety Management, or Emergency Medical Services a fire fighter shall be entitled to additional compensation in an amount of five percent (5%) of his base pay; or

- (f) Upon the attainment of a Bachelor of Science (Arts) in Fire Technology, Fire Administration, Public Safety Management or Emergency Medical Services a fire fighter shall be entitled to additional compensation in an amount of seven and one-half percent (7-1/2%) of his base pay.

The credit hours referred to in this Section shall be in the approved course curriculum leading towards an Associate of Science (Arts) Degree in Fire Technology, Public Safety Management, or Emergency Medical Services or Bachelor of Science (Arts) Degree in Fire Technology, Fire Administration, Public Safety Management, or Emergency Medical Services. Further, to be eligible for the additional compensation provided for in this Section, the fire fighter shall have accumulative grade average of "C" or better in the approved course curriculum.

Each fire fighter who feels that he might qualify for the additional compensation provided herein shall have a transcript of his grades furnished to the Fire Chief, who, in turn, shall, after his approval, certify the eligibility for additional compensation to the City Administration. If the request is approved, compensation shall be added to the employee's bi-weekly salary base beginning with the first day of the payroll period following the employee's completion of all the requirements for the additional compensation and the submittal of his or her request, including all required documentation.

Section 4B. Employees hired on or after January 1, 2003, shall not be eligible for the benefit set forth in Section 4A above. Instead, they shall receive tuition reimbursement at 100% for fire technology courses and other courses taken as part of a recognized and approved course of study towards an Associate's or Bachelor's degree in Fire Technology, Fire Administration, Public Safety Management or Emergency Medical Services. Program parameters to be developed, but at a minimum shall include the following requirements:

- (a) Pre-approval of course(s) by the City.
- (b) Grade of C or higher.
- (c) Copies of transcript and receipt(s) for payment of tuition.

- (d) Reimbursement available for tuition and course fees only (not books, supplies, etc.).

Further, they shall be eligible for a one time bonus of \$2,000 upon future attainment of an Associate's Degree in Fire Technology, Public Safety Management, or Emergency Medical Services or \$4,000 upon future attainment of a Bachelor's Degree in Fire Technology, Fire Administration, Public Safety Management or Emergency Medical Services.

Section 5. Upgrading to Battalion Chief. To assure the orderly performance and continuity of fire services, the City recognizes it may be required from time to time to elevate a lieutenant to the position of acting Battalion Chief (platoon commander). Because the peculiar nature of the position includes the supervision of all fire stations and command of multiple companies at a fire scene pending the arrival of the Fire Chief or his assistant, any lieutenant so elevated to the position of acting Battalion Chief shall be paid at the hourly wage for Battalion Chief which is in effect at the time the acting hours are worked for each hour worked in that capacity. The Chief shall issue the order of an acting Battalion Chief.

Section 6. Uniform Allowances. The City will provide each new full-time permanent sworn member of the Fire Department with a complete original issue of uniform and fire fighting safety clothing. Fire fighting safety clothing will consist of a helmet, fire boots, fire coat, bunker pants, gloves, hood and face piece. Fire fighting safety clothing requiring updating by the Chief of the Department and approved by the Director of Safety will be provided by the City. The articles of clothing and gear to be included in the original issue shall be as established by the Chief of the Department and approved by the Director of Safety.

Each sworn member of the Fire Department shall, commencing with the second year of service with the Fire Department, be entitled to receive an annual cash clothing maintenance allowance in an amount of three hundred dollars (\$300.00), which shall be provided in quarterly payments with the first paycheck of each quarter.

Each sworn member of the Fire Department shall be entitled to an annual uniform replacement allowance of five hundred dollars (\$500.00). Any unused portion of this allowance shall be carried over from year to year, as long as the employee's balance never exceeds one thousand dollars (\$1,000.00).

A fire fighter who is subsequently promoted to the rank of lieutenant, in addition to the above, shall be entitled to an extra one-time four hundred dollars (\$400.00) increase in uniform replacement allowance.

The City of Shaker Heights will pay 100% of the cost of replacing fire fighting safety clothing which has been damaged during the performance of required duties or is sufficiently worn to an extent which, in the opinion of the Chief, would make the safety clothing unacceptable, or unsafe for normal fire service activities. The City will not, however, replace fire fighting safety clothing if the clothing is damaged or unsafe due to the individual's own neglect, misuse and abuse or has not received normal maintenance.

Section 7. Certified Driver Pay. The twenty-one (21) most senior firefighters meeting the standards for primary/backup engineer/operator per SOP #317 are eligible for compensation as primary or backup engineer/operators as follows. The most senior firefighters meeting the standards of SOP #317 will be compensated as primary engineer/operators in a number equal to the number of primary response vehicles per shift. The remaining of the twenty-one firefighters qualified per SOP #317 will be compensated as backup engineer/operators. Any member temporarily designated as engineer/operator will not be eligible for any added compensation while performing the duties of the engineer/operator. All members must be able to operate apparatus, pumps and ladders in emergency situations.

Effective with ratification, the grading of examinations under SOP #317 will be on a pass/fail basis and the certified drivers with passing scores/evaluations will be ranked by seniority. All members who qualify for primary or backup engineer/operator will be required to select vacations and special days in accordance with departmental guidelines for selecting vacation and special days.

ARTICLE X
INSURANCE

Section 1. Effective January 1, 2013, the City will provide health insurance under the current MMO Plan – 401/402 or a plan substantially equal in benefits to this plan, and under the current Kaiser Permanente Plan or a plan substantially equal in benefits to this plan, summarized as follows:

A. For the Kaiser Plan ONLY, the employee shall pay a percentage of the monthly plan premium via payroll deduction as follows:

- a. Effective January 1, 2013 – no change from 2010-2012 Contract.
- b. Effective January 1, 2014 – Employees shall pay 10% of the monthly premium.
- c. Effective January 1, 2015 – Employees shall pay 15% of the monthly premium.

B. For the MMO Plan, employees shall pay the following:

<u>Effective Period</u>	<u>Terms</u>
1/01/13	No change from 2010-2012 Contract
1/01/14	Employee Contribution Premiums: 10% of monthly funding rate (premium equivalent) for single and family Co-Insurance after Deductible: 10% for all services requiring a deductible to a maximum of \$600 single and \$1,200 family in network Preventative Services: (routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network

Out-of-Network Co-Insurance:

30% co-insurance for services out of network to maximum of \$1,500 single and \$3,000 family

1/01/15

Employee Contribution Premiums:

15% of monthly funding rate (premium equivalent) for single and family

Co-Insurance after Deductible:

15% for all services requiring a deductible to a maximum of \$750 single and \$1,500 family in network

Preventative Services:

(routine physicals, routine eye exams, mammograms, pap tests, well child care) – no deductible, no co-pay in network

Out-of-Network Co-Insurance:

30% co-insurance for services out of network to maximum of \$1,500 single and \$3,000 family

C. For ALL Plans:

1. The City shall pay the remainder of the monthly health insurance premium not covered by the employee contribution prescribed above.
2. The City shall continue in effect, at its expense, a Section 125 Plan to allow employee contributions to be made on a pre-tax basis.
3. The City may offer alternate plan(s) in addition to the ones specified above. In such case(s), employee/City contributions shall be calculated in a manner determined by the City, but in no case shall the employee contributions exceed the amounts prescribed above.

Section 2. Effective January 1, 2013, the City will continue the dental insurance provisions current as of December 31, 2012 subject to the following changes:

- a. From January 1, 2014 – December 31, 2014, employees will pay 10% of the monthly premium funding rate (premium equivalent).
- b. Commencing January 1, 2015, employees will pay 15% of the monthly premium funding rate (premium equivalent)

Section 3. Any employee who is qualified to participate in the City's family plan health insurance program may, at the employee's option, elect not to participate in said program, but instead receive additional compensation in the amount of two hundred and fifty dollars (\$250.00) for each month the insurance is waived. Only employees who provide acceptable proof of family health insurance through their spouses are eligible to participate in this program. In addition, employees must comply with all administrative requirements established by the Director of Human Resources. Employees whose spouses are also employed by the City of Shaker Heights are not eligible to participate in this program. The monthly opt out payment will increase as the monthly opt out payment increases for non-bargaining unit employees.

Section 4. The parties agree to maintain a joint committee in order to explore alternative health insurance plans which may become available to the parties during the term of the collective bargaining agreement. The committee may be convened at the request of either party.

Section 5. Employees will be eligible to participate in the City's Wellness Program.

Section 6. The City will continue in effect the present UNUM Short Term Disability Income, Long Term Disability and General Life (\$30,000) insurance (with double indemnity for accidental death) policies of their equivalent at the City's cost.

In addition, employees will be permitted to purchase, through payroll deduction, additional life insurance, to the limit allowed by the City's life insurance carrier, and vision coverage.

ARTICLE XI
VACATIONS

Section 1. Annual vacation leave shall be granted to all qualified employees as provided in this Article. Annual vacation leave shall accumulate for each employee on a bi-weekly, pro rata basis, starting from the first of the month following the date of employment and may be taken in that year or thereafter as may be approved by the Chief. Vacation leave shall be cumulative to a maximum of thirty (30) days and any further accumulated vacation leave not so taken shall lapse. When in the discretion of the Mayor, an employee's absence from his or her duties would be detrimental to the City, the Mayor may authorize payment for vacation leave earned and not used. In time of emergency as determined by the Mayor, the Chief shall have the authority to suspend or postpone vacation leave. For the purpose of vacations, January 1 will be considered the anniversary date for all members commencing with the end of the first full calendar year of employment.

Section 2. Vacations for members assigned on platoon duty basis shall be granted in accordance with the following schedule:

After 1 year of continuous service but less than 5 years	5 Tours of Duty
After 5 years of continuous service but less than 11 years	7 Tours of Duty
After 11 years of continuous service but less than 17 years	10 Tours of Duty
After 17 years of continuous service	12 Tours of Duty

Vacations for non-platoon duty basis members shall be granted in accordance with the following schedule:

After 1 year of continuous service but less than 5 years	2 weeks (80 hours) each year
After 5 years of continuous service but less than 11 years	3 weeks (120 hours) each year

After 11 years of continuous service 4 weeks (160 hours) each year
But less than 17 years

After 17 years of continuous service 5 weeks (200 hours) each year

Employees shall receive the following vacation during the first calendar year after employment if hired between:

January 1 and April 30 4 Tours

May 1 and August 31 3 Tours

September 1 and December 31 2 Tours

Section 3. Accumulated vacation leave and personal earnings shall be payable upon an employee's death to the employee's estate.

Section 4. In the year in which an employee retires, the retiree may take his or her full accumulated vacation time for that year or elect to be paid a lump sum for such accumulated vacation time and terminate his or her employment at such earlier date.

Section 5. The rules currently in effect for choice and assignment of vacation time in the Fire Department of the City shall be continued in effect during the term of this Agreement.

ARTICLE XII

HOLIDAYS

Section 1. The following days are recognized as holidays under this Agreement:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Such holidays with pay shall be granted to all employees, except as otherwise provided herein. In addition to the preceding, each employee shall be granted one (1) personal day off at the employee's discretion with the approval of the Chief.

Section 2. Each employee who works on a regular forty (40) hour schedule working on any of such paid holiday shall be entitled to an additional day off without reduction in pay, provided that such day off is taken within sixty (60) days after the holiday is acquired. In the event that any of the holidays occur during an employee's vacation period, the employee shall be credited with an additional day toward his or her vacation without reduction in pay. All such days shall be taken as determined by the Chief. In the event that a holiday occurs on a Saturday, it shall be observed for non-platoon duty employees on the preceding Friday. If the holiday occurs on a Sunday, it will be observed for non-platoon duty employees on the following Monday.

Section 3. In lieu of holidays, each full-time permanent member of the Fire Department on platoon duty basis (24 duty hours) shall be credited with a total of four (4) special days (24 hours) toward such member's modified fifty (50) hour work schedule.

Section 4. Said holidays will accrue at 3.692 hours per pay period. Once annually an employee's total amount of accrued holiday hours will be zeroed out in a manner that is compatible with the City's financial software system. Employees who leave the department during pay periods one (1) through twenty-two (22) shall be paid for any accrued but unused holiday hours. Employees leaving the department after the twenty-second (22nd) pay period will be charged twenty-four (24) holiday hours per pay period beginning with the twenty-third (23rd) pay period.

ARTICLE XIII

SICK LEAVE

Section 1. Each 40-hour per week employee shall be entitled four and six-tenths (4.6) hours sick leave with pay for each completed eighty (80) hours of service; each 50-hour per week platoon duty member shall be entitled six (6) hours sick leave for each 100 hours of service. Employees may use sick leave, upon approval of the Chief Administrative Officer of the City, for absence due to personal illness, injury, exposure to contagious disease which could be communicated to other employees, and illness or injury in the

employee's immediate family. Unused sick leave shall be cumulative up to two thousand three hundred sixty (2,360) hours for 40-hour per week personnel and to three thousand sixty-eight (3,068) hours for 50-hour per week platoon duty personnel. Those employees, however, who have accumulated sick leave on the previously authorized platoon basis plan and which, in equivalency, is in excess of ninety (90) work days, shall have the same placed to their credit.

Section 2. Each 40-hour per week employee who has accumulated in excess of ninety (90) days sick leave or each platoon duty employee who has accumulated a minimum of 936 hours in platoon basis sick hours and has not used all the sick leave hours accumulated since November 1 of the previous year shall receive payment for the unused sick leave accumulated during that year at the ratio of one (1) hour of pay for each three (3) sick leave hours, with seventy percent (70%) of the remaining unpaid sick hours being accumulated. In lieu of cash payment, the employee may elect to receive compensatory hours for any portion of the cash amount due.

Section 3. At the time of retirement or death in service, an employee who has completed five (5) years of service with the City shall receive payment, based upon the employee's rate of pay at the time of retirement or death in service, for one-half ($\frac{1}{2}$) of the employee's remaining, unused sick leave balance. The maximum payment shall be one-half ($\frac{1}{2}$) of 2000 hours for 40-hour per week personnel or one-half ($\frac{1}{2}$) of 2600 hours for 50-hour per week platoon duty personnel. (Note: For purposes of this Section, "retirement" shall be defined as eligibility to immediately receive a pension check from the Police and Fire Pension Fund, based on years of service, age, and/or disability.) The maximum payment under this Section for employees hired after January 1, 2013 will be 720 hours ($\frac{1}{2}$ of 1440 hours) of unused sick leave for 40-hour per week personnel and 936 hours ($\frac{1}{2}$ of 1872) of unused sick leave for line personnel.

ARTICLE XIV
FUNERAL LEAVE

Section 1. "Immediate family", for the purpose of this Article, means parents, grandparents, mother-in-law, father-in-law, spouse, spouse's grandparents, child, stepchild and brother or sister.

Section 2. Three (3) days' funeral leave shall be granted to attend a funeral of a member of the immediate family (i.e., one (1) tour of duty for personnel assigned to fire suppression and three (3) days for all personnel assigned to a forty (40) hour work week).

Section 3. If the funeral is held three hundred fifty (350) miles or more from the City, then an additional one (1) tour of duty for platoon duty personnel or two (2) days for non-platoon duty personnel, shall be allowed.

ARTICLE XV
INJURY LEAVE

Section 1. All uniform members of the Fire Department, who shall become injured or disabled in the performance of their duties while responding to, performing at or returning from an emergency, or who are injured as a result of time training evolutions which are performed in full turnout gear, so as to be physically or mentally unfit for duty during the period of such disability evidenced by a certificate of a physician or psychiatrist designated by the Safety Director to examine said employee, shall be granted a special leave of absence with pay beginning with the third tour of disability (48 hours maximum on a platoon basis); said special leave to be designated as injury leave provided that the employee requests injury leave within thirty (30) days of the injury.

An emergency shall begin when the company or companies leave quarters responding to an emergency and terminate when the company to which the member is assigned is back in quarters. Eligibility for injury leave from timed evolutions shall be determined following review of the individual's medical records pertaining to that injury. It is not intended that injury leave shall be granted to persons who incur routine injuries in the performance of their duties in non-emergency situations.

Notwithstanding the preceding stipulations on injury leave, following receipt of a recommendation by the Fire Chief, the Chief Administrative Officer may, at his sole discretion, grant injury leave in other unusual and extenuating circumstances. Eligibility for injury leave under such circumstances shall also be contingent upon a review of the individual's medical records pertaining to that injury.

Injury leave shall terminate at the end of one hundred eighty (180) consecutive calendar days after the beginning of the leave or at such earlier time as provided below. Provided, however, that an employee may apply for an extension of up to one hundred eighty (180) calendar days with the City's physician.

- (a) On the date a ruling is made of permanent and total disability;
- (b) When the employee is released by his/her physician to return to work;
- (c) At such time that the employee is declared capable of performing his/her normal duties by a physician appointed by the Safety Director;
- (d) If, prior to release for normal duties, it is determined by a physician that the employee is capable of performing limited work assignments, the employee shall immediately report for duty under the conditions set forth in the physician's certificate; and,
- (e) Any limited assignment of duties shall be reviewed each thirty (30) calendar days to determine if the employee is capable of resuming normal unlimited duties. Such limited assignment shall not further extend the one hundred eighty (180) day period previously cited herein-above.

Section 2. Assignment During Disability (Light Duty). Any employee, if assigned by the City to a less strenuous position due to health or disability, shall continue to receive all compensation and fringe benefits, including accumulation of seniority as if he were performing his or her normal duties. This paragraph is not to be construed as providing a right to light duty, but rather addresses the situation where the City exercises its sole and unilateral privilege to assign light duty work where circumstances so warrant.

Section 3. If an employee of the Fire Department is injured while on duty, and in the opinion of the Safety Director the injury required the employee to be absent from work, and if during the period of absence caused by this injury a vacation or holiday that has been picked in advance occurs, the injured employee shall have the right to determine if any or all of the holiday and/or vacation time be considered as sick leave. If the employee determines that any or all previously scheduled holiday or vacation time is to be sick leave, then upon the employees return to work the Chief of the Fire Department shall re-assign this holiday or vacation time due the employee.

ARTICLE XVI

LEAVES OF ABSENCE

Section 1. Jury and Court Leave. An employee called for jury duty will be granted a leave of absence for the period of the jury service and will be compensated his regular pay for work absences necessarily caused by the jury duty. To be eligible for jury duty pay, an employee must present to the Employer official documentation from the court showing the period of service. When an employee completes his jury duty on a given day for which he is scheduled to work, that employee will be expected to report for work as soon as practical.

An employee required to appear before a court, judge, justice or coroner as a plaintiff, defendant or witness in a Shaker Heights job-related legal action will be granted a leave of absence for the period of the Shaker Heights job-related court service and will be compensated for the difference between his regular pay and the job-related duty or job-related court service pay for work absences necessarily caused by the job-related court service. To be eligible for court service pay, an employee must present to the Employer a court service pay voucher showing the period of service and the amount of court service pay received. When an employee completes his job-related court service on a given day for which he is scheduled to work, that employee will be expected to report for work as soon as practical.

ARTICLE XVII

SENIORITY

Seniority is the amount of time an employee of the Fire Department has been employed by the City in that Department. Time spent working for the City in other departments or for other Fire Departments shall be counted for determining the amount of vacation leave to which the employee is entitled but shall not count as seniority.

In the case of a personnel reduction the employee with the least seniority shall be laid off first. Employees shall be recalled in the order of their seniority. A laid-off employee will be notified of his recall by certified mail, return receipt requested, sent to his last known address as recorded on Fire Department records. Failure to return to work within fourteen (14) days of receipt of the notice will constitute a voluntary resignation, unless the employee contacts the Chief prior to the expiration of the fourteen (14) day period to make alternative arrangements which are agreeable to the Chief. If the certified letter is returned undelivered and the employee does not contact the Chief within fifteen (15) days of the date the letter is sent, the laid-off employee will be considered to have voluntarily resigned. No new employees will be hired while employees are laid off.

The City agrees that there shall be no layoffs of any Firefighters during the term of this Agreement unless there is a severe loss of revenue which would place the City in fiscal watch as of June 30 or December 31 of any calendar year.

ARTICLE XVIII

DISCIPLINE

Section 1. Employees shall be disciplined, suspended, discharged or demoted only for just cause. Relief from such discipline taken against an employee may be pursued through the grievance and arbitration procedure of this contract.

Section 2. When an employee receives a written warning or a written reprimand for any alleged misconduct caused either by commission or omission, such employee may submit a written statement to the Fire Chief when the employee disagrees with the written

warning or written reprimand, and the statement shall be placed in the employee's personnel file.

Section 3. An employee who is being reprimanded and/or disciplined, whether it is verbal or written, is entitled to Union representation at his/her request.

ARTICLE XIX

GRIEVANCE PROCEDURE

Section 1. Any dispute between the City and any employee in the Fire Department of the City or the Union, including the interpretation or application of the terms of this Agreement, the reasonableness of any rules or regulation or the reasonableness of the application of any rules or regulation established by or enforced by the City, shall be a grievance and shall be settled in the following manner:

Step 1. The Union Grievance Committee (hereinafter referred to as the "Committee"), upon receiving a written and signed grievance form, shall determine if a grievance exists. If, in their opinion, no grievance exists, no further action is necessary.

Step 2. If a grievance does exist, the Committee shall, with or without the physical presence of any aggrieved employee, present the grievance to the Chief of the Fire Department for adjustment within two (2) weeks (fourteen (14) calendar days) of the occurrence, whether known or reasonably should have known, of the alleged violation. The reply from the Chief shall be in written form to the Committee within five (5) business days.

Step 3. If the response of the Chief is not satisfactory, or is untimely, the grievance shall then be submitted to the Chief Administrative Officer of the City for adjustment within five (5) business days. The Chief Administrative Officer of the City shall meet with the Committee within ten (10) business days after receipt of the grievance and shall provide

a written answer to the grievance committee within five (5) business days after the meeting.

Step 4. In the event the Committee is dissatisfied with the answer of the Chief Administrative Officer, or if a meeting or answer is not timely, the Committee may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association within thirty (30) business days. In such event, the cost of the Arbitrator and the American Arbitration Association will be shared equally by the City and the Union. Either party shall pay for a transcript of the arbitration hearing if it desires one to be made, unless it is otherwise agreed.

Section 2. Any employee or City official requested to appear at the arbitration hearing by either party shall attend without the necessity of a subpoena and without any loss of regular pay for time off the job while attending an arbitration proceeding. Any request made by either party for attendance of witnesses shall be made in good faith, and at no time shall the number of employees in attendance exceed five (5) employees.

Section 3. Time Limitations.

- (a) To be considered valid, a grievance must be filed in writing within two (2) weeks (fourteen (14) calendar days, of the occurrence of the alleged violation of this Agreement. A grievance which is not timely filed under this provision shall be considered void.
- (b) Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step of the grievance procedure.
- (c) Once a grievance is originally timely filed, the parties may, by mutual agreement, extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual agreement, agree to skip

any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

ARTICLE XX

SAFETY COMMITTEE

Section 1. Safety and Health. The City recognizes the Union's right to establish a Safety and Health Committee to represent the safety and health concerns of the fire fighters. This Committee shall meet with the City representatives quarterly at mutually agreed upon times to discuss matters of mutual concern. More frequent meetings may be held by mutual agreement of the parties. Each party shall prepare and submit an agenda to the other party one (1) week prior to the regularly scheduled meeting.

Section 2. Safety Committee Function.

- * Discuss safety policies and recommend their adoption by management;
- * Work to have their department-approved recommendations put into practice;
- * Learn about different safety matters and teach them to fire fighters;
- * Maintain safety awareness and interest throughout the department; and,
- * Help make safety an integral part of job procedures and City operations.

ARTICLE XXI

LABOR-MANAGEMENT COMMITTEE

There shall be a labor-management committee consisting of three (3) Union representatives and three (3) Employer representatives. This committee shall meet quarterly at mutually agreed upon times to discuss matters of mutual concern. More frequent meetings may be held by mutual agreement of the parties. Each party shall prepare and submit an agenda to the other party one (1) week prior to the regularly scheduled meetings. The committee shall have the authority to make recommendations to

the Union and the Employer, but such recommendations shall not be binding on either party.

ARTICLE XXII
UNION BUSINESS

Employees elected or appointed to represent the Union shall be granted time to perform their Union function in attending regular and special negotiating meetings and activities related to grievance procedures without loss of pay.

Membership meetings of the Union can be held in either of the City fire stations. Neither committee nor membership meeting shall disrupt the operations of the Fire Department or any other business of the City.

The Union shall be granted a total of an additional seventy-two (72) hours to be used collectively by elected or appointed Union representatives, for the duration of this Agreement, to attend IAFF or OAPFF conferences or meetings, or Union educational seminars.

ARTICLE XXIII
MISCELLANEOUS

Section 1. Medical Personnel at Fire Scene. The Employer agrees that, to the extent practicable and consistent with its sole and unilateral determination of the safe and efficient deployment of safety forces, an ambulance with trained medical personnel and life support equipment shall be present at the scene of all working structural fires. However, this paragraph is not to be construed as limiting in any way the City's sole, exclusive and unilateral right to deploy its safety forces as it deems appropriate.

Section 2. Sanitation, Maintenance and Upkeep. The Employer agrees to supply and make available those materials it deems necessary for the day-to-day maintenance, sanitation and upkeep of all fire houses.

Section 3. Shift Exchange. Employees shall have the right to exchange shifts when the change does not adversely affect the operation of the Fire Department, subject to

the approval of the Chief or the Assistant Chief, provided that such approval is not unreasonably withheld.

Section 4. Compensation at Resignation, Retirement or Layoff. An employee who resigns, retires or is laid off is eligible and shall be compensated accordingly for all the employee's accumulated overtime, compensatory time, holiday time and vacation time, including pro rata pay due for the current year at his current rate of pay. Further, the compensation provisions of this Agreement shall apply retroactively to any employee who has retired since the effective date of this Agreement.

Section 5. Ohio Police and Fire Pension Fund. The City and the Union agree to continue a pension deferral program consistent with all Internal Revenue Service and Pension Fund requirements. The purpose of the pension fund deferral is to defer Federal and State tax payments on the employee's pension fund contribution which is remitted by the City to the Pension Fund on behalf of any employee until the employee withdraws these contributions either in the form of pension payments or refund. Specifically, the City will pay both its share and the employee's required share of the contributions to the OPFPF, reducing the employee's salary by an amount equal to the employee's required share of contributions to the OPFPF.

Section 6. Personnel Files. An employee may be permitted to review on an annual basis his or her personnel file upon seven (7) days' written notification. Further, an employee will be permitted to have his file copied upon payment of regular copy fees to the City.

Section 7. Toxic/Infectious Exposure. In the event an employee is found by the Fire Chief to have been exposed to a toxic substance or to an infectious disease in the course and scope of his or her employment, the City shall bear the cost of treatment authorized by the Fire Chief or the Director of Public Health if the Bureau of Workers' Compensation declines to pay for said treatment.

ARTICLE XXIV

LEAVES OF ABSENCE WITHOUT PAY

Section 1. A leave of absence without pay may be granted to an employee by the Chief of Fire, for cause shown, provided the employee has completed his or her probationary period. Such leave is not to exceed six (6) months. Applications for such leave shall be made in writing at least fourteen (14) calendars days prior to the beginning of said leave unless emergency conditions prevent such notice. The application shall state reason(s) for requesting the leave of absence, include any associated documentation, and state the dates for which the leave is being requested. Employees seeking a leave of absence may contact the Fire Chief for additional information on the procedures for completing applications.

Section 2. If it is found that a leave is not actually being used for the purpose for which it was granted, the Chief of Fire may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 3. An employee who fails to return to duty upon the completion or cancellation of a leave of absence without pay, without written explanation which is approved by the Chief of Fire, shall lose his or her seniority and continuous service.

Section 4. Upon his or her request, an employee may be returned to active pay status prior to the originally scheduled expiration of the leave if such earlier return is agreed to by the Chief of Fire.

Section 5. Any employee who becomes pregnant shall, upon written request made to the Chief of Fire, be granted a leave of absence from work for any period of disability which has been certified by her physician and, if requested, by another physician of the City's choice. Total leave time for maternity and childbirth purposes shall be limited to either twelve (12) weeks, or to the certified period of disability referenced above, whichever is greater. Approval for any requested leave beyond this time, whether paid or unpaid, shall be at the sole discretion of the Fire Chief. Use of sick leave during maternity leave shall be limited to that period of disability certified by the physician(s) referenced above.

Section 6. Upon return from a leave of absence without pay, an employee shall be reinstated to his or her former unit, if a position in it is available. If it is not available, the employee shall be assigned to an equivalent position.

Section 7. All procedures and rules for leave of absence will be governed by, and comply with, the Family Medical Leave Act.

ARTICLE XXV

PROBATIONARY PERIOD/EMPLOYMENT REQUIREMENTS

Section 1. Each newly hired or rehired Firefighter becomes a probationary employee upon the date of his or her employment, and remains so until he or she has successfully completed one (1) year of service following completion of all training required by the State of Ohio and/or the Shaker Heights Fire Department at the time of hire. Any authorized leave(s) of absence or other approved break(s) in service which exceed(s) thirty (30) days will be added to the probationary period. During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the City, and neither the reason for, nor the disciplinary action itself, including discharge, layoff, or dismissal may be the subject of a grievance past Step 3 of the grievance procedure under this Agreement.

Section 2. All employees hired on or after January 3, 1983, are prohibited from smoking pipes, cigars, or cigarettes and also from using tobacco products of any type, either on or off duty. Failure to comply with this regulation shall subject the employee to appropriate disciplinary action, including possible termination.

Section 3. All employees are required to maintain the qualifications and certifications contained in the City's job descriptions for Firefighter or Firefighter/Paramedic, whichever is applicable. Failure to acquire or maintain said qualifications and/or certifications shall subject the employee to appropriate disciplinary action, including possible termination. Any employee appointed to the Fire Department without Emergency Medical Technician-Paramedic (EMT-P) certification is required to gain entry into an approved paramedic training program within two (2) years of their date of appointment.

Failure to successfully obtain EMT-P certification upon the completion of the paramedic training program will result in the employee's termination from employment.

Section 4. Should the number of certified paramedics on the Fire Department fall below an acceptable number, as determined by the Fire Chief, employees shall be selected for paramedic training based upon reverse seniority; provided, however, that employees who have already served as paramedics/firefighters and been previously assigned to the rescue squad shall be excluded.

ARTICLE XXVI

MILITARY LEAVE

Section 1. Effective April 1, 1999, employees who are members of the Ohio organized militia, or members of other reserve components of the armed forces of the United States, including the Ohio national guard, are entitled to leave of absence from their respective positions without loss of pay for the time they are performing service in the uniformed services, for periods of up to one month for each calendar year in which they are performing service in the uniformed services.

Section 2. As used in this section, "calendar year" means the year beginning on the first day of January and ending on the last day of December, and "month" means twenty-two eight-hour work days or one hundred seventy-six hours or, for line personnel, seventeen (17) twenty-four (24) hour days or four hundred and eight (408) hours within one calendar year.

Section 3. Except as otherwise provided in Section 4 of this Article, any employee who is entitled to the leave provided under Section 1 of this Article and who is called or ordered to the uniformed services for longer than a month for each calendar year in which the employee performed service in the uniformed services, because of an executive order issued by the president of the United States or an act of congress, is entitled during the period designated in the order or act, to a leave of absence and to be paid during each month of that leave of absence, the lesser of the following:

- (a) The difference between the employee's gross monthly wage or salary as a City employee and the sum of the employee's gross uniformed pay and

any allowances received that month, exclusive of allowances for travel, food, or housing;

- (b) Five hundred dollars (\$500.00).

Section 4. No employee shall receive payments under Section 3 of this Article if the sum of the employee's gross uniformed pay and allowances (exclusive of allowances for travel, food, or housing) received in a pay period exceeds the employee's gross wage or salary as a City employee for that period or if the employee is receiving pay under Section 1 of this Article.

Section 5.

- (a) During the first month of military leave in each calendar year as authorized by this section, employees shall accrue the vacation leave, sick leave, and seniority they would otherwise have been entitled to had the military leave not occurred. Likewise, all insurance and other benefits (e.g. longevity, educational pay) shall be unaffected during the first month of approved military leave in each calendar year.
- (b) Beginning with the second month of military leave in each calendar year as authorized by this section, employees shall continue to accrue seniority, but all sick leave and vacation leave shall cease to accrue and all insurance benefits shall cease to be paid by the City.

Section 6. The City will comply with Ohio Revised Code and the rules and regulations of the Ohio Police and Fire Pension Fund regarding pension contributions for all employees on military leave.

Section 7. Employees who have been on military leave shall be entitled to reinstatement to his/her previous position (or a position of similar seniority status and pay) if:

- (a) the employee has given advance written or oral notice of such military service to the City;
- (b) the cumulative length of the absence and all previous absences from a position of employment with the City by reason of military service has not exceeded five (5) years; and

- (c) the returning veteran reports to or submits a reemployment application to the City in accordance with the notice requirements contained in 38 U.S.C. §4313(a).

ARTICLE XXVII
SAVINGS CLAUSE

In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the rest of the Agreement and all such other parts of this Agreement shall remain in full force and effect. In such event, the City and the Union will, at the request of either party hereto, promptly enter into negotiations relative to the particular provision deemed invalid or unenforceable.

ARTICLE XXVIII
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the successors and assigns of the parties hereto, including, without limitation, any fire district or similar entity which includes the City of Shaker Heights, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of the parties hereto, or by the change of location of the facilities of either party.

ARTICLE XXIX
EFFECTIVENESS OF THE AGREEMENT

This Agreement shall be effective and binding upon the City and the Union upon execution by duly authorized representatives of both parties, and the adoption of an ordinance by the Council of the City of Shaker Heights approving the expenditure of the necessary funds to implement this Agreement and the approval of the Agreement as a

whole, and the execution of that ordinance by the persons who are required to execute ordinances adopted by the Council.

ARTICLE XXX

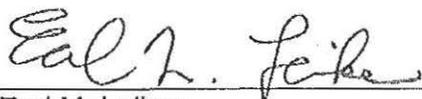
DURATION

This Agreement shall be in effect from January 1, 2013, until December 31, 2015. If either party desires to make any modifications in the Agreement for a period beginning January 1, 2016, notice of such a desire shall be given not later than sixty (60) days prior to January 1, 2016. If such notice is given, this Agreement shall remain in effect until the parties reach agreement on a new contract, or either party, subsequent to January 1, 2016, delivers a written notice to the other party stating that this Agreement shall terminate forty-eight (48) hours after receipt of that notice. If no notice seeking modification is given, then the Agreement shall remain in effect for another year, although notice may be given in any subsequent year not later than sixty (60) days prior to January 1, and the procedure stipulated herein shall then be applied.

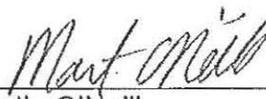
IN WITNESS WHEREOF, the parties have hereunto set their hands this 8th day of November, 2013.

CITY OF SHAKER HEIGHTS

LOCAL 516, INTERNATIONAL ASSOCIATION
OF FIREFIGHTERS, AFL-CIO



Earl M. Leiken
Mayor



Martin O'Neill
President



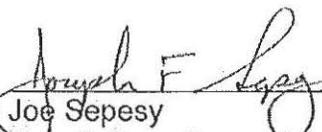
Jeri-E. Chaikin
Chief Administrative Officer



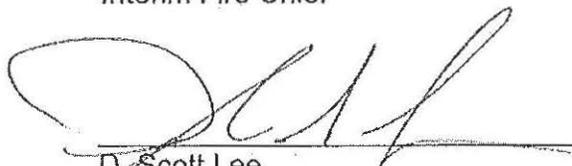
Terry Cowoski
Negotiations Committee Member



Patrick Sweeney
Interim Fire Chief

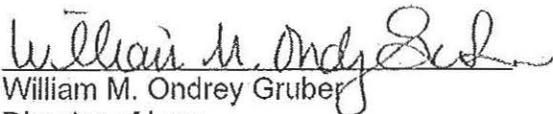


Joe Sepesy
Negotiations Committee Member



D. Scott Lee
Assistant Safety Director

APPROVED AS TO FORM:



William M. Ondrey Gruber
Director of Law

LETTER OF UNDERSTANDING - I

January 1, 2013

Mr. Martin O'Neill
President
Local 516, IAFF, AFL-CIO
Shaker Fire House 1
17000 Chagrin Boulevard
Shaker Heights, OH 44120

Dear Mr. O'Neill:

During negotiations, it was agreed that during the term of this Agreement, the City will not require bargaining unit members to complete the Davis Dotson Combat Test.

Very truly yours,

CITY OF SHAKER HEIGHTS

By: _____
Mayor Earl Leiken

LETTER OF UNDERSTANDING - II

January 1, 2013

Mr. Martin O'Neill
President
Local 516, IAFF, AFL-CIO
Shaker Fire House 1
17000 Chagrin Boulevard
Shaker Heights, OH 44120

Dear Mr. O'Neill:

During negotiations, it was agreed that the City will work with the Union if any changes are made to the current wellness program.

Very truly yours,

CITY OF SHAKER HEIGHTS

By: _____
Mayor Earl Leiken

LETTER OF UNDERSTANDING - III

January 1, 2013

Mr. Martin O'Neill
President
Local 516, IAFF, AFL-CIO
Shaker Fire House 1
17000 Chagrin Boulevard
Shaker Heights, OH 44120

Dear Mr. O'Neill:

During negotiations, it was agreed that, without affecting the City's management rights as set forth in the Collective Bargaining Agreement, the City agrees that the Fire Chief will meet and confer with Local 516 representatives concerning any proposed changes in staffing levels.

Very truly yours,

CITY OF SHAKER HEIGHTS

By: _____
Mayor Earl Leiken