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AN AGREEMENT

between

THE CITY OF MIDDLEBURG HEIGHTS, OHIO

and

THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2018, AFL-CIO

EFFECTIVE: January 1, 2013

EXPIRES: December 31, 2014

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ARTICLE 1 PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Middleburg Heights, Ohio, hereinafter referred to as "the Employer" and the International Association of Fire Fighters, Local 2018, AFL-CIO, hereinafter referred to as "the Union."

ARTICLE 2 PURPOSE AND INTENT

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

ARTICLE 3 RECOGNITION

3.01 The Employer hereby recognizes the Union as the sole and exclusive representative with respect to wages, hours and other terms and conditions of employment for all full-time employees of the Fire Department occupying the position(s) of firefighter/paramedic, lieutenant/paramedic and captain/paramedic, excluding the Fire Chief, Assistant Fire Chief and all part-time, seasonal, temporary and probationary employees. All other employees of the Employer are excluded from the bargaining unit. Said recognition shall continue for a term as provided by law.

ARTICLE 4 DUES DEDUCTIONS

4.01 During the term of this Agreement, the Employer will deduct regular monthly Union dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. The dues deductions shall be made from each pay of the employee. 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 will be working during that subsequent period.

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

4.03 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the Treasurer of the Union within thirty (30) days from the date of making said deductions.

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

ARTICLE 5 MANAGEMENT RIGHTS

5.01 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 Civil Service Rules and Regulations; 4) determine the starting and quitting time and the number of hours to be worked by its 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 employee to or for positions not within the bargaining unit established by this Agreement consistent with Civil Service Rules and Regulations; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process of equipment, or both; 10) determine work standards and the quality of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes 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 or change in any respect the legal status, management or responsibility of such property, facilities or processes of work.

5.02 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 workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 6 **NO-STRIKE**

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

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services

from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

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

6.04 It is further agreed that any violation of the above shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

ARTICLE 7 PROBATIONARY PERIOD

7.01 All newly hired employees will be required to serve a probationary period of two (2) years except that employees who have not satisfactorily completed their paramedic training prior to the completion of their probationary period may be terminated during the third year of their employment for their failure to complete such training prior to the expiration of their third year of probation as though they were probationary employees. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

7.02 All newly promoted employees will be required to serve a promotional probationary period of six (6) months. During such period, the Employer shall have the sole discretion to demote such employee(s) to his previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Commission.

7.03 If an employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph 7.01, above.

7.04 a) The Civil Service shall submit a list of Fire Fighters scores on the written examination for the promotion list.

b) Applicants for promotion will receive credit for seniority determined as follows:

The additional credit for seniority shall be one (1%) percent of the total grade obtained by him in the examination for each of the first four (4) years of service, and six-tenths (6/10%) percent of such grade for each of the next ten (10) years of service.

Credit for seniority shall be based only on service to the City of Middleburg Heights in the Fire Department.

c) All promotions shall be made from the three (3) names with the highest total scores.

No person shall be eligible to be promoted to a position in a higher rank unless he has served at least twenty-four (24) months in the next lower rank. No person shall be eligible to take the examination unless the person has served twelve (12) months in the rank from which the promotion is to be made.

ARTICLE 8 NON-DISCRIMINATION

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

8.02 The Union and the Employer agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to representation between members and non-members.

ARTICLE 9 UNION RIGHTS

9.01 The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief and the Employer.

9.02 The Union recognizes its responsibilities as the bargaining agent and agrees to represent all members of the bargaining unit, without any unlawful interference, restraint or coercion from the Employer, and shall respect the rights of all employees of the Fire Department.

9.03 The Union shall have the right to solicit membership of all new employees and the Employer agrees not to interfere with the rights of employees to join and participate in lawful union activities.

9.04 Meetings of Union members will be permitted on the premises of the Fire Department, providing that the normal work and duties are not interrupted by such meetings and that such meetings are confined to leisure time and receive approval from the Fire Chief. Such approval shall not be unreasonably denied.

9.05 It is agreed that the employees of the Fire Department shall regard themselves as public employees, and shall be governed by the highest ideals of honor and integrity in all their public

and personal conduct in order that they merit the respect, support and confidence of the general public.

9.06 The Employer shall provide each member of the bargaining unit with a copy of this Agreement.

9.07 Elected or duly appointed Union Officers or authorized employees may be granted time off with pay at the Employer's discretion for their attendance at Union sponsored functions, subject to the following: 1) the time is applied for one (1) week in advance; 2) no additional men will be required to work as a result of the grant of time off, excluding trading of time, at no cost to the Employer, unless otherwise approved by the Fire Chief or his designee.

ARTICLE 10 LABOR MANAGEMENT AND RULES COMMITTEE

10.01 It is understood and agreed that the Employer has the statutory authority to promulgate work rules, policies, procedures and directives to regulate the conduct of the Employer's business whenever possible, such matters will be reduced to writing and made available to all employees.

The Employer agrees that the provisions of this Agreement, along with all work rules and other regulations, will be administered on a fair and non-discriminatory basis. Work rules and other regulations will not be inconsistent with the express written provisions of this Agreement.

10.02 The Employer may name up to three (3) representatives and the Union may name up to three (3) representatives to sit as a Labor Management and Rules Committee to discuss and review Fire Department Rules and Regulations when deemed necessary and to further discuss areas of mutual concern between management and the Union. The meetings will be convened at a mutually agreeable time to the parties during the term of this Agreement.

10.03 All requests for meetings and proposed recommendations shall be made in writing to the Chief, with a copy to the Mayor. Said meetings shall be held at the earliest convenient date and time.

10.04 In the event the matters in question cannot be resolved in meetings with the Chief and the Union, then the Mayor or his designee may be requested to meet with the Chief and the Union's Committee in an attempt to resolve the matter in question.

ARTICLE 11 EMPLOYEE LIABILITY

11.01 Consistent with Ohio Revised Code, Chapter 2744.07, the Employer shall provide for the defense of an employee in any civil action brought against him by reason of his employment with the City of Middleburg Heights.

11.02 The employee shall be represented to the extent that he was acting in good faith and within the scope of his employment or official responsibility. Should the Employer decline to represent the employee pursuant to this paragraph, the employee shall be permitted to exercise the remedy guaranteed at O.R.C. 2744.07(C).

11.03 Representation and defense by the Employer shall be limited to the extent that it shall not indemnify said employee for punitive or exemplary damages, but only those compensatory damages where the employee was acting in good faith and within the scope of his employment.

ARTICLE 12 SENIORITY

12.01 Seniority shall be defined as an employee's length of full-time continuous employment with the Fire Department from his last date of hire. Approved leaves of absence, not to exceed one (1) year, shall be considered as continuous employment.

ARTICLE 13 HOLIDAYS AND VACATIONS

13.01 All full-time employees shall be granted and earn 120 holiday hours each year as follows: employees will be granted twelve (12) hours of holiday time in ten of the twelve calendar months. Employees will not earn or accrue holiday time in June and December each calendar year. Such time will be granted on the 1st of the other ten calendar months. Holiday Time not scheduled or turned in for pay by December 1st of each year shall be forfeited.

13.02 Employees may schedule their holiday time at any time or may, in December each calendar year, cash out, at their straight time hourly rate, their accrued unused holiday time, not to exceed 120 hours. Employees may also elect to be paid out for the holidays, at their straight time hourly rate after the 1st of each month after the holidays are accrued. Employees may preschedule holiday time in accordance with departmental procedures. In the event an employee is separated from employment during the year but has used holiday time before it has accrued as set forth in this provision, such employee's final pay shall be reduced in order to reimburse the City for any advanced usage of holiday time before it has been earned and accrued. Unused time which has been earned shall also be paid out upon resignation, termination, retirement or death of the employee.

13.03 All full-time employees shall be granted vacation leave in accordance with the following schedule:

Length of Service	Tours off (24 hours)
After one (1) year	Four (4)
After five (5) years	Six (6)
After ten (10) years	Eight (8)
After fifteen (15) years	Eleven (11)

After twenty (20) years Thirteen (13)

13.04 Vacation leave shall be awarded on the employee's anniversary date in accordance with the above schedule. Upon resignation, termination, retirement or death of the employee, any accrued and unused vacation leave shall be paid to the employee or his estate at the employee's straight time hourly rate.

13.05 Vacation leave must be used prior to the employee's anniversary date. Unused vacation leave by the end of the employee's anniversary year shall be forfeited.

13.06 Time off requests shall be made in accordance with this Article. It shall be the duty of the Shift Commander to insure that this is accomplished judiciously fairly and promptly. The Chief has the discretion of blocking a time/shift slot for preapproved training with a minimum of four (4) hours, during a period of six (6) weeks prior to the date of the training event. This provision shall include in-hospital training. During such period the Chief shall have the right to deny requests for all time off so that the time scheduled for training shall not cause overtime. The right to deny requests for time off shall be limited to one (1) man per shift when the shift has six (6) or more employees. All accrued time off as well as Kelly Days shall be selected by rank then seniority prior to March 1st each year.

No more than two (2) employees shall be permitted time off per shift, inclusive of training time as set forth in the above paragraph, when the shift has eight (8) or more employees assigned to that shift.

Members of the Fire Department who are off duty due to sick leave, injury leave, leaves of absence or any other type of off duty leave other than holidays, vacation leave, Kelly days or compensatory time for more than three (3) consecutive tours of duty, shall be considered as "not assigned" to a shift. This shall include original cadet and EMT training employees who are also

considered "not assigned" to a shift. Members of the Fire Department who are involved in schools, seminars, meetings, training and teaching assignments shall be considered assigned to a shift during the term of this activity. Preapproved time off shall be allowed as granted.

13.07 Holidays and Vacation Leave shall be taken at a time approved by the Fire Chief or Safety Director.

1) Up to three (3) twenty-four (24) hour tours of duty of holiday or vacation time may be taken separately. If holiday or vacation time earned includes a partial tour of duty, the partial tour may be taken separately.

2) Employees shall take holidays and vacations in not less than twelve (12) hour segments.

13.08 An employee who has been employed for a length of time so that the employee is eligible for eleven tours of vacation or more in any one (1) year, shall be allowed to bank up to two (2) tours of Vacation each year to be applied in a manner to permit the retirement of the employee earlier than the retirement date to which the employee would otherwise be entitled. The length of such early retirement shall be equal to the number of weeks saved pursuant to this paragraph.

13.09 An employee who has ten (10) or more years credit for purposes of computing vacation leave may elect to be paid for two tours in equal payments with the employee's regular salary spread over the year in which the Vacation Leave is earned. The employee will notify the finance department in writing prior to the beginning of such anniversary year that the employee elects to get paid for vacation.

An employee who has twenty (20) or more years credit for purposes of computing vacation leave may elect to be paid for four (4) tours in equal payments with the employee's regular salary spread over the year in which the vacation leave is earned. The employee will

notify the finance department in writing prior to the beginning of such anniversary year that the employee elects to get paid for Vacation.

13.10 All employees, except forty (40) hour employees, shall be assigned a twenty-one day work cycle with each employee being assigned a Kelly day off so the employee is not scheduled to work more than one hundred forty-four (144) hours in said work cycle. Selections for Kelly Days selections must be made by December 15th each year for the subsequent year. Vacation selections shall be made by December 31st each year for usage in the subsequent year. After March 1st each year, time off selection shall be on a first requested basis. If necessary, the Chief may deny already approved time off by reverse seniority to insure that each member of the shift receives his Kelly day off. In the event two (2) lieutenants or other officers are assigned to the same shift, such officers shall not have the same Kelly day off and shall not, at the same time, be on approved holiday leave, vacation leave or compensatory time off.

13.11 Vacation carryover beyond a Fire Fighter's anniversary date will be allowed in the event that sick leave, injury leave, or other unforeseen and exceptional circumstances prevent the employee from using the balance of vacation time prior to that anniversary date. The approval of the Fire Chief will be required.

13.12 An employee who has earned holidays and vacation time by reason of being employed in this department shall be able to transfer his holidays and vacation time to another department should he elect such transfer.

ARTICLE 14 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 one and one quarter (1 ¼) days per month and may accumulate such sick leave to an unlimited amount; provided, however, that an employee shall not earn sick leave for any month unless he is in full pay status for at least nine (9) work days during such monthly period.

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

14.04 Sick leave may be used in segments of not less than one (1) hour then in one-quarter (1/4) hour increments.

14.05 Before an absence may be charged against accumulated sick leave, the Department Head 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 Department Head and paid by the Employer. In any event, an employee absent for two (2) consecutively scheduled work days or more must supply a physician's report to be eligible for paid sick leave.

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 a medical examination, the Department Head finds there 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.

14.07 Any abuse of sick leave or the patterned use of sick leave shall be just and sufficient cause for any form of discipline as may be determined by the Employer.

14.08 The Department Head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined, by a physician

designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties and that his return to duty 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 or parents residing with the employee or for the care of a brother, sister or parent upon proper verification. 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, brother-in-law, sister-in-law, parents-in-law and grandparents. The Fire Chief may, at his sole discretion approve sick leave for death to other family members.

14.10 An employee who transfers from this department to another department of the Employer shall be allowed to transfer his accumulated sick leave to the new department, providing that his amount of accumulated sick leave shall not exceed the accumulation limit in effect to his new department.

14.11 Employees hired before January 1, 1989, who have accumulated sick leave earned through employment with the State of Ohio or any of its political subdivisions and has become employed by the Employer within ten (10) years after leaving the previous public employer shall be allowed to transfer the accumulated, unused, sick leave to the Employer, providing that such sick leave accumulation shall be limited to the existing maximum accruable amount in effect at the time of transfer in this Agreement.

14.12 An employee, upon the death or retirement, who has ten (10) years or more of continuous full-time service with the Employer, shall be entitled to receive a cash payment equal to his daily rate of pay at the time of retirement multiplied by one third (1/3) the total number of

accumulated but unused sick days earned by the employee as certified by the Finance Director, providing that such resulting number of days to be paid shall not exceed eighty five (85) days.

(A) Any employee who has been permanently reassigned from a shift position to a forty (40) hour staff assignment shall be paid pursuant to Section 14.12 at his 40 hour rate providing such employee has served four or more continuous years of service in the staff assignment or has served two (2) continuous years prior to being granted a disability retirement under state pension plan. In the event the employee does not serve four (4) continuous years (2 years in case of a disability retirement), the Finance Director shall calculate and make payments of sick leave conversion from two separate banks, one bank for sick leave accumulation while employed as a shift employee and a separate sick leave bank while employed as a staff employee.

(B) In the event an employee is assigned from a 40 hour staff position to a shift position, the employee shall be paid pursuant to Section 14.12 at his shift rate providing he has been reassigned from the staff position for four (4) or more continuous years (2 years in case of disability retirement). If an employee retires after being transferred from the staff assignment within four (4) years of such transfer (2 years in case of disability retirement) the employee shall receive the 40 hour rate payment upon retirement.

14.13 An employee eligible for cash payment pursuant to paragraph 14.12 above, may at his option elect to take an early retirement with the monetary value of such cash payment being applied towards said early retirement.

14.14 For the purposes of this Article, one (1) day shall be defined as equal to twelve (12) hours of a workday.

14.15 Employees may, at their option, convert unused sick leave hours in a plan year as follows.

Any employee attaining a sick time bank of 1440 hours by June 30, of any year, will be eligible for a cash payment based on a portion of the amount of sick leave accrued and unused during the next year, starting July 1, through June 30, of the following year. The employee must elect to be paid the sick time conversion by June 1 of the qualifying year. The benefit shall be paid during the month of July following the accrual year in accordance with the following schedule:

> Employees attaining and maintaining 1440 hours of sick time shall receive a payment equal to 35% of the unused sick leave accrued during the plan year.
>
> After 15 years of continuous service - 40% of unused sick leave accrued during the plan year.
>
> After 20 years of continuous service - 45% of unused sick leave accrued during the plan year.
>
> After 25 years of continuous service - 50% of unused sick leave accrued during the plan year.
>
> After 30 years of continuous service - 55% of unused sick leave accrued during the plan year.
>
> After 35 years of continuous service - 60% of sick leave accrued during plan year.
>
> Payment for said sick leave shall be at his or her daily rate of pay at the time of conversion.

If sick time conversion is not elected, all accrued but unused sick time will remain in the employee's sick time bank and be used in accordance with the sick time provision as defined in this Article or be paid at the time of retirement in accordance with Section 14.12.

Years of continuous service shall be determined as of June 30 preceding the accrual year. Years of service accumulated by an officer or employee in one department or division who transfers to another department or division shall count towards continuous service. Employment with the State or any other political subdivision of the State shall count towards continuous service provided the employee is employed by the City within ten years from his or her termination from such other public employer. Purchased service credit shall count towards longevity of service. Each three years served as a part-time officer or part-time employee of the City shall count as one year of continuous service for the purpose of the annual conversion program.

14.16 Pursuant to the following conditions, employees shall be entitled to voluntarily contribute earned, but unused accumulated paid sick leave for the use by another bargaining unit employee who has filed an Emergency Request for Voluntary Sick Leave Contributions form. Employees requesting the contribution must exhaust his own sick leave, compensatory time, holidays and vacation leave time prior to using any time in the emergency bank. The requesting employee must have a verifiable serious illness or injury.

A. Any bargaining unit member who has 780 or more accumulated sick leave hours may contribute up to a maximum of forty-eight (48) hours of his earned, but unused accumulated sick leave once per calendar year. Any employee who contributed his accumulated sick time shall have the same amount of sick hours, up to the maximum donated, deducted from his balance.

B. Any agreement to contribute must be in writing and signed by the contributing employees (donor) and his Union representative and is subject to final approval by the Fire Chief. A copy of the agreement shall be placed in the employee's file.

C. Any emergency contribution not used by the requesting employee (donee) shall be returned to all employees who voluntarily contributed to the requesting employee's emergency bank.

D. For purposes of this provision, the first sick time donated will be the first paid to the donee.

ARTICLE 15 FUNERAL LEAVE

15.01 An employee shall be granted time off with pay for the purposes of attending a funeral of a member of the employee's immediate family. The employee shall be entitled to a maximum of one (1) tour of duty 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 parents, grandparents (maximum of four), brother, sister, parents-in-law, step-parent, and step grandparent. In the event of a death of a spouse or child, the employee shall be granted two (2) tours off with pay.

ARTICLE 16 INJURY LEAVE

16.01 When an employee is injured in the line of duty while actually working for the Employer, necessitating his absence from work for more than twenty-four (24) hours, he shall be eligible for a paid leave not to exceed ninety (90) calendar days, providing he shall file for Workers' Compensation and shall sign a waiver assigning to the Employer those sums of money he would ordinarily receive as his weekly compensation as determined by law for those number of weeks he receives benefits under this Article. In the event Workers' Compensation pays benefits to the

employee and/or Employer, the employee's sick leave for the first twenty-four (24) hours shall be restored to the amount of compensation paid for those days.

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

16.03 The Employer shall have the right to require the employee to have a physical exam by a physician appointed and paid by the Employer resulting in the physician's certification that the employee is unable to work due to the injury as a condition precedent to the employee receiving any benefits under this Article. The designated physician's opinion shall govern whether the employee is actually disabled or not, but shall not govern whether the Employer shall extend the period of leave.

16.04 Any employee thought to have been injured or exposed to toxic substances and sent to a hospital for treatment or test by the Fire Chief or his designee and Bureau of Workers Compensation and/or Ohio Industrial Commission subsequently determines that there was no injury sustained, shall have all medical bills pertaining to the treatment paid by the Employer.

16.05 In the event the Employer grants injury leave and the employee's Workers Compensation claim is ultimately denied on the substantive merits of a claim after all administrative appeals through the Bureau and/or Ohio Industrial Commission, or after the employee's failure to timely appeal through the administrative process, the employee shall reimburse the Employer all sums advanced. If information is not provided through no fault of the employee, injury leave will not be denied. Reimbursement shall first be charged to accrued but unused sick leave, if available. If further reimbursement is necessary, the employee shall either forfeit his vacation leave and/or

reimburse the Employer through payroll deductions or direct payment if the employee is no longer employed by the Employer.

16.06 The Employer reserves the right, at its sole discretion, to assign an employee to light duty status. Light duty includes being assigned to fire prevention or a similar 40 hour per week job. The terms and length of the light duty status shall be determined by the Employer and such determination shall not be made in an arbitrary or capricious manner.

ARTICLE 17 WORKWEEK AND OVERTIME

17.01 All employees except the employee(s) assigned to the Fire Prevention Bureau shall work a normal average workweek of forty eight (48) hours consisting of twenty-four (24) hours on duty followed by forty-eight (48) hours off duty. To reduce the average workweek to forty eight (48) hours a twenty-one (21) day work cycle shall be established. All twenty-four (24) hour employees shall receive one (1) twenty-four (24) hour Kelly Day each twenty one (21) day work cycle.

All employee(s) assigned to the Fire Prevention Bureau shall normally work a forty (40) hour workweek, with their leave credits modified appropriately.

17.02 All forty (40) hour employees shall receive thirty-six (36) hours added to their compensatory time bank annually on January 1st, which shall be prorated at three (3) hours per month.

17.03 Employees who work over one hundred forty-four (144) hours in the designated twenty-one (21) day cycle shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate for all hours actually worked over one hundred forty-four (144). Employees who work forty (40) hour work weeks will be paid time and one-half (1 ½) for all hours over forty (40) actually worked in one (1) week. Overtime payments shall be paid in increments of one-half (1/2) hour.

17.04 Once per month, employees will have the option to transfer a vacation day, or holiday to their compensatory time bank. Compensatory time may be accumulated to a maximum of two hundred forty (240) hours. All compensatory time in excess of maximum will be paid at current hourly rate on the first pay in December.

17.05 Employees shall be able to cash out accumulated compensatory time two (2) times per year, in May and November, provided the following conditions are met:

a) Requests will be made to the Finance Division thirty (30) days prior to the payout; and

b) Employees may cash out up to fifty percent (50%) of accumulated compensatory time each payout period in whole hour increments; and

c) Payouts will be made only for compensatory time accumulated more than two (2) pay periods prior to the payout; and

d) Payouts of accumulated compensatory time shall be non-pensionable as set forth in the Police and Fire Pension statute and Administrative Code Rules.

17.06 On retirement, resignation, termination, or death, employees will be paid in lump sum for all compensatory time saved. The amount of such payment shall be equal to the number of hours saved at current rate of pay at time of retirement, resignation, termination, or death.

17.07 For the purposes of this Article, all holiday, vacation leave and sick time is considered duty time.

17.08 In the event the Employer transfers an employee from his originally assigned shift to another shift with less than 48 hours off between shifts, the employee shall be granted twelve hours off or 12 hours of compensatory time off to be taken at a later date.

ARTICLE 18 **SHIFT EXCHANGE**

18.01 Employees shall have the rights to trade hours when the trade does not interfere with the operation of the Fire Department. Exchanges may be for the entire twenty-four (24) hour shift or any part thereof, in minimum increments of one (1) hour, unless the exchange is at the start or completion of a shift.

18.02 Shift exchanges shall not exceed two hundred forty (240) hours in a year, and shall not leave the City with less than three (3) paramedics and/or one (1) shift officer scheduled for that day.

18.03 Shift exchange shall not result in any overtime compensation for any employee.

18.04 Hours traded are defined as the number of hours that a fire fighter is away from the regularly assigned shift.

18.05 Exceptions to these mandates can be granted at the discretion of the Chief of Fire depending on extenuating circumstances.

ARTICLE 19 CALL-IN PAY

19.01 When an employee is called in for emergency (fire and/or rescue) duty, he shall receive overtime as specified in the Salary Schedule for all hours worked with a minimum guarantee of three (3) hours of work or three (3) hours pay provided that such call-in does not abut the employee's regular shift. In the event an emergency call in occurs within three (3) hours of an employee's scheduled shift, he shall be paid EOT for all hours worked up to their starting of their regular shift. Employees called in to appear in Court or other agency on behalf of the Employer when not on duty, shall receive a minimum guarantee of three (3) hours pay.

ARTICLE 20 PREMIUM PAY

20.01 An employee who has received a Training Certificate attesting to the satisfactory completion of all fire technology courses offered towards a Certificate in Fire Technology, an

Associate Degree in Fire Technology or a Bachelor's Degree in Fire Technology, Fire Science, or a similar degree in the same field of study, or has received a certificate or degree in nursing, emergency management, or a similar degree in the same field of study, shall receive additional pay in the amounts of three hundred fifty ($350.00) for a certificate, six hundred ($600.00) for an associate's degree, and eight hundred fifty dollars ($850.00) for a bachelor's degree, in each contract year. All sums shall be payable on June 30th each year through direct deposit at a financial institution of the employee's choice and prorated upon termination, certification or hiring.

20.02 Employees taking Paramedic Training shall be paid their regular straight time rate if on duty.

20.03 Employees shall be entitled to take up to forty (40) hours at the rate of overtime to maintain their Paramedic Certification.

20.04 An officer appointed to serve as officer-in-charge by the Fire Chief, or by the Safety Director in the absence of the Fire Chief, shall receive forty-eight dollars ($48.00) for each day serving as officer-in-charge.

20.05 The Employer will reimburse all bargaining unit employees the amount of seventy-five ($75.00) dollars annually who maintain a single or family membership at the Middleburg Heights Recreation Center.

20.06 Employees will be permitted to attend two (2) training classes in each year of the agreement with the approval of the Chief. Union members must notify the Chief of the total cost of the class at the time permission is requested. The Employer will pay the cost of tuition, fees, and books for classes at Southwest Hospital, and will pay the cost of tuition, fees, and books at other training sites at the sole discretion of the Chief.

ARTICLE 21 JURY DUTY

21.01 Any employee who is required to be absent from work due to serving as a juror or as a witness due to a work related incident, shall be paid his regular hourly rate for all hours absent from work, providing he surrenders any and all fees and/or expenses he receives from such duty to the Employer.

In the event any member of the Fire Department is called for jury duty, he shall be free from all duty assignments from 8:00 p.m. Sunday to 8:00 a.m. the following Saturday provided said member is actually either serving on a jury or is being held by the court in a jury pool awaiting jury duty. In the event a member is released from jury duty in the middle of any week, he shall begin his next scheduled shift beginning not earlier than 8:00 a.m. the day following his release from jury duty.

In the event any member of the Fire Department is called for grand jury duty, this shall be considered on a case by case basis between the Member and the Chief.

ARTICLE 22 UNIFORM ALLOWANCE

22.01 All newly hired probationary employees shall receive a uniform allowance in the amount of one thousand ($1,000.00) dollars within thirty (30) days of his date of appointment.

22.02 All employees after their first anniversary date shall receive an annual uniform allowance in the amount of one thousand ($1,000.00) dollars. This uniform allowance amount shall be divided in half with the first payment being made on June 1st, and the second payment on December 1st, each year through direct deposit at a financial institution of the employee's choice.

22.03 Employees shall not be required to wear any uniforms to and from work; but must be dressed in their appropriate uniform prior to the start of their work shift. The Employer shall

continue to buy and/or replace those items classified as turn-out or fire-fighting gear, including air mask lenses, in accordance with past practice.

22.04 Any employee incurring damage to or destruction to station wear/uniform clothing, in the performance of his official duty, shall be entitled to replacement from the Employer to a maximum of two hundred ($200.00) dollars per year upon presentation of a claim to the Fire Chief, with satisfactory proof thereof.

22.05 When an employee retires (20 years of service or a disability retirement) the retiree may purchase his fire helmet for the cost of one dollar ($1.00). In the event the fire helmet is less than two (2) years old, the Fire Chief may, at his discretion, make an alternative fire helmet available for purchase.

ARTICLE 23 **LONGEVITY**

23.01 All employees shall receive longevity payments commencing upon the completion of five (5) years of continuous full-time employment with the City of Middleburg Heights in the amount of three hundred seventy-five ($375.00) dollars, which shall be increased by seventy-five ($75.00) dollars for each succeeding year of employment.

23.02 Longevity payments shall be made in a lump sum on the basis of the completion of a full year of service in the first regular pay period in December through direct deposit at a financial institution of the employee's choice.

23.03 If because of leave without pay, employment separation or break in continuous service, an employee does not work a full year, the amount payable shall be prorated to correspond to the actual length of service during the current year and be paid immediately upon termination.

ARTICLE 24 **SALARY SCHEDULE**

24.01 All employees shall receive wages in accordance with the following schedule effective January 1, 2013:

Fire Fighter

	Step 1	Step 2	Step 3	Step 4	Lieut.	Capt.
Hourly 40	$24.46	$27.34	$30.20	$33.09	$38.07	$41.87
Hourly 48	$20.40	$22.79	$25.17	$27.58	$31.71	$34.87
Normal OT						
Emer. OT						

Fire Fighter/Paramedic

	Step 1	Step 2	Step 3	Step 4	Lieut.	Capt.
Hourly 40	$25.32	$28.18	$31.06	$33.95	$39.03	$42.93
Hourly 48	$21.09	$23.50	$25.88	$28.27	$32.53	$35.78
Normal OT						
Emer. OT						

24.02 All employees shall receive wages in accordance with the following schedule effective January 1, 2014:

Fire Fighter

	Step 1	Step 2	Step 3	Step 4	Lieut.	Capt.
Hourly 40	$24.95	$27.89	$30.80	$33.75	$38.83	$42.71
Hourly 48	$20.81	$23.25	$25.67	$28.13	$32.34	$35.57
Normal OT						
Emer. OT						

Fire Fighter/Paramedic

	Step 1	Step 2	Step 3	Step 4	Lieut.	Capt.
Hourly 40	$25.83	$28.74	$31.68	$34.63	$39.81	$43.79
Hourly 48	$21.51	$23.97	$26.40	$28.84	$33.18	$36.50
Normal OT						
Emer. OT						

24.03 All new employees shall be hired at the Step 1 rate unless the employee has such training and experience to warrant placement at a greater wage rate. After initial hire, employees shall move from Step to Step on their anniversary date of hire.

24.04 In addition to the above salaries, a fireman while acting as the Senior Officer during the absence of an officer, shall receive additional pay in the amount of forty-eight ($48.00) dollars for each twenty-four (24) hour shift worked as the Senior Officer. This additional pay shall not be submitted for pay in amounts of less than eight ($8.00) dollars. In the event a Fire Inspector is permanently assigned to the Fire Prevention Bureau, on a 40 hour basis, such Inspector shall receive the same premium pay as Police Detective Patrolmen.

24.05 All employees shall be paid their bi-weekly paycheck through direct deposit at a financial institution of the employee's choice. Employees must notify the Employer within thirty (30) days after hire of the selection of such financial institution. In the event no selection is identified, the Employer shall institute an employee direct deposit at a financial institution of its choosing.

24.06 Employees' normal overtime rate of pay shall have the employees' longevity payments, paramedic pay and other premium pay added, which will be calculated by dividing the respective employee's annual longevity payment and paramedic pay by 2496 and multiplied by 1.5.

24.07 All Fire Fighters hired after November 8, 2005 are required as a condition of employment to have and maintain paramedic certification under the Ohio Revised Code.

24.08 There shall be a 10% differential between the Captain's rate of pay and the Lieutenant's rate of pay.

ARTICLE 25 **PENSION**

25.01 The Employer shall continue its "tax saving pension plan" wherein the Employer deducts the employee's contribution to the Police and Firemen's Pension Fund prior to calculating withholding taxes, upon approval of the I.R.S. and/or PFDPF. Such tax saving pension plan shall be the "salary reduction" method.

25.02 For administrative purposes, the employee's gross salary shall be reduced by the full amount of said contribution. The member contributions will be "picked up" and will, therefore, be included in "compensation" for the purposes of the Police and Fire Disability and Pension Fund calculations, and for the purposes of the parties in fixing salaries and compensation for members as set forth in this Agreement. The Employer's contribution to the Police and Fire Disability and Pension Fund will be calculated according to the rules and regulations promulgated by the Ohio Police and Fire Disability and Pension Fund.

ARTICLE 26 **INSURANCES**

26.01 The Employer will continue to pay the full premiums of either the individual or family plan as appropriate for the insurance coverage presently in effect with the City insurance coverage being subject to the co-pays and provisions as stated below:

(a) the Employer and employee shall pay eighty (80%) percent and twenty (20%) percent, respectively, of the first five thousand ($5,000.00) dollars (in network) (employee co-pay contribution is 30% for outside of the network); and

(b) basic insurance coverage will include physical examinations and supplements as prescribed by a medical physician. This does not include over the counter vitamins; and

(c) such plan shall continue to include the existing prescription drug rider however, the prescription coverage co-pay shall be five ($5.00) dollars for generic drug prescriptions; fifteen ($15.00) dollars for formulary brand name drugs and thirty ($30.00) dollars for name brand prescriptions. Pharmacy filled prescriptions shall have a maximum of thirty (30) days. The City will maintain its mail order service for a ninety (90) day supply for maintenance drug prescriptions. Employees also have the option of receiving maintenance drug prescriptions at Walgreen pharmacies so long as the City maintains such maintenance prescription plan with Walgreen. The mail order plan or Walgreen option for maintenance drug prescriptions is mandatory; and

d) The plan shall require a fifteen ($15.00) dollar co-pay for each visit to a mini-clinic that is either operated by a pharmacy, or approved by the Plan Administrator.

e) The plan shall require a twenty ($20.00) dollar office co-pay for each doctor's office visit (Single or Family).

f) The plan shall require a fifty ($50.00) dollar co-pay for each emergency room visit. The emergency room co-pay will be waived if admitted to the hospital during the visit.

g) Health insurance shall not include payment for abortions for eligible employees or dependents and all prior coverage is hereby eliminated. The health insurance plan shall pay for oral contraceptives.

h) Employees who are eligible for health care may "opt-out" at their election, and shall receive payment of $100/month for a family plan and $50/month for a single plan opt-out benefit. The City will implement this provision subsequent to the execution of the CBA.

i) The parties agree that the health insurance plan shall include a $50.00 penalty (precertification penalty) in the event an employee fails to precertify for surgery or a hospital stay under the health plan.

j) The City will continue its "cafeteria plan." (a.k.a. Section 125 Plan)

26.02 The Employer shall provide a fifty thousand ($50,000.00) dollar life insurance policy for employees.

26.03 The Employer shall continue to provide at its expense Dental coverage for each employee and his family, which coverage shall provide for the payment of eighty (80%) percent of the costs of oral examinations, teeth cleaning, fluoride applications, space maintainers, emergency office visits, x-rays, fillings, anesthetics, antibiotics, extractions, oral surgery, repair of prosthetic appliances, and replacement of damaged appliances. Such dental coverage shall include payment of fifty (50%) percent of the employee and employee's family costs of reconstructive procedures (e.g., caps, crowns, root canals, dentures, partials and bridges).

26.04 The Employer shall continue a vision plan similar and comparable to the plan currently provided to City employees. The Employer may change vision care providers so long as the benefits are comparable or better than such existing plan.

26.05 Due to the hazard of blood borne pathogens and infectious disease exposure to firefighters and EMS personnel who respond to emergency medical and hazardous materials incidents, and as a result of the State of Ohio Workers Compensation Plan not allowing a worker's compensation claim for exposure only, the City agrees to pay for blood testing and related treatment necessary to determine if an infectious disease has been contracted. If an infectious disease has in fact been contracted due to a work-related incident exposure, the claim will then be submitted to the Ohio Bureau of Workers Compensation for determination of allowance and subsequent benefits.

ARTICLE 27 **TRAINING**

27.01 Employees taking training to maintain their paramedic certification shall schedule training during duty hours whenever possible, so as not to cause overtime. Employees who fail to maintain their EMT certification shall be subject to disciplinary action.

27.02 When an employee is required or wishes to attend a training program, the Fire Chief shall first arrange with such employee the pay basis during such program, giving recognition to the hours of actual training and travel time versus normal duty hours. For purposes of travel time computation, the City shall be deemed the base.

ARTICLE 28 **EMPLOYEE REIMBURSEMENT**

28.01 If an employee voluntarily terminates his employment with the City within one (1) year from initial date of employment, the employee will reimburse the City for the cost to the City of all basic and special training, educational courses of study, seminars and any other related special educational programs, as well as related costs, including travel expenses, provided to the employee at the expense of the City as well as reimbursement of all clothing allowances.

ARTICLE 29 **GENDER AND PLURAL**

29.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in 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 interrupted as being discriminatory by reason of sex.

ARTICLE 30 **HEADINGS**

30.01 It is understood and agreed that the use of headings before Articles is for convenience only and that no heading shall be used in the interpretation of any such Article.

ARTICLE 31 **OBLIGATION TO NEGOTIATE**

31.01 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/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

31.02 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 subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

31.03 This Article shall not operate to bar negotiations over any subject or matter which the Employer and the Union mutually agree to negotiate.

ARTICLE 32 **TOTAL AGREEMENT**

32.01 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, and practices previously and presently in effect may be modified or discontinued by the Employer, upon advance notification to the Union of any such modification or discontinuance.

ARTICLE 33 **CONFORMITY TO LAW**

33.01 This Agreement shall be subject to and subordinated to any present and future federal and state laws and administrative code rules or decisions and the invalidity of any provisions of this Agreement by reason of such existing or future law or administrative code rule or decision shall not effect the validity of the surviving provisions.

33.02 If the enactment of state or federal 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 reasons of the facts) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not effect the validity of these surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

ARTICLE 34 **DISCIPLINARY PROCEDURE**

34.01 This procedure shall apply to all non-probationary employees covered by this Agreement.

34.02 All employees shall have the following rights:

A. An employee shall be entitled to representation by a Union representative or an attorney at his/her own expense 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.

34.03 An employee may resign following the service of a Notice of Discipline. Any such resignation will be processed in accordance with the Employer's Rules and Regulations and the employee's employment shall be terminated.

34.04 Discipline shall be imposed only for just cause. The specific acts for which discipline is being imposed and the penalty proposed shall be specified in the Notice of Discipline. The Notice served on the employee shall contain a reference to dates, times and places, if possible.

34.05 Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion or removal from service, the notice of discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested.

34.06 Discipline shall not be implemented until either:

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

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

1. the employee has a right to object by filing a grievance within five (5) 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 by a Union representative or an attorney at his/her own expense at every step of the proceeding.

34.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph 35.12, until the matter is settled or the arbitrator renders a determination.

34.09 The following administrative procedures shall apply to disciplinary actions:

A. The appointing authority 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 appointing authority is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and they may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.

B. If a mutually agreeable settlement is not reached at this informal meeting the appointing authority will, within ten (10) days, prepare a formal Notice of Discipline and present it to the employee. If no informal meeting is held, the appointing authority may just prepare a Notice of Discipline and present it to the

employee. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.

C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the appointing authority, pursuant to Step 3 of the Grievance Procedure. The appeal must be filed at Step 3 within five (5) days from receipt of the Notice of Discipline.

34.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

34.11 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 have a Union representative or an attorney as a representative or to decline any such representation. A settlement entered into by an employee shall be final and binding on all parties. The Union shall be notified of all settlements.

34.12 An employee may be suspended with pay at any time during the process if the appointing authority, at its sole 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 concurrent with or subsequent to the decision at Step 3 of the Grievance Procedure.

34.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to a Safety Director's Inquiry or to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge to any Civil Service Commission).

ARTICLE 35 GRIEVANCE PROCEDURE

35.01 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.

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

a) Grievance - A "grievance" shall be defined as dispute or controversy arising from the misapplication or misinterpretation of the specific and express written provisions of this Agreement.

b) Aggrieved Party - The "aggrieved party" shall be defined as only any employee or group of employees within the bargaining unit within the bargaining unit actually filing a grievance.

c) Days - A "day" as used in this procedure shall mean calendar days, excluding Saturdays, Sundays or holidays as provided for in this Agreement.

35.03 The Union shall designate an official Grievance Committee, consisting of up to three (3) members of the bargaining unit, and shall notify the Employer as to the Committee's membership in writing. The Committee shall review an employee's grievance in order to determine its merit prior to any filing of the grievance at Step Two. Should the Committee decide the grievance is lacking sufficient merit, it may deny the employee its representational services. Such denial, however, shall not be made in a perfunctory or arbitrary manner.

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

a) Except at Step 1, all grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

b) Except at Step 1, all decisions shall be rendered in writing at each step of the Grievance Procedure. Each decision shall be transmitted to the aggrieved party and his representative, if any.

c) If a grievance affects a group of employees working in different locations, with different principals, or associated with an employer-wide controversy, it may be submitted at Step 3.

d) The preparation and processing of grievances shall be conducted only during non-working hours.

e) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. The Union has the right to be present at any grievance meeting at Step 2 or above and shall be notified by the Employer twenty-four (24) hours in advance of such meeting. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all

respects, be final, said adjustment shall not create a precedent or ruling upon the Employer in future proceedings.

f) The existence of this Grievance Procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, shall automatically have waived and forfeited any remedies provided by this procedure.

g) The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits shall be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by default. The time limits specified for either party may be extended only by written mutual agreement.

h) 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.

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

Step 1:

An employee who believes he may have a grievance shall notify the Union Grievance Committee and the Chief of the Fire Department, simultaneously, of the possible grievance within (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 representative within five (5) days of the date of the notice 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 reduced to writing and presented as a Grievance, after the Grievance Committee has ruled on its merits, to the Chief of the Fire Department within five (5) days of the informal meeting or notification of the Chief's decision at Step 1, whichever is later, but not later than seven (7) days from the date of the hearing if the Chief fails to give the employee an answer.

Step 3:

If the aggrieved party initiating the grievance is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Safety Director within five (5) days from the date of the rendering of the decision at Step 2. Copies of the written decision shall be submitted with the appeal. The Safety Director shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party and his representative, if he requests one. The Safety Director shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one, within fifteen (15) days from the date of the hearing.

Step 4:

If the aggrieved party is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the Mayor within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decisions shall be submitted with the appeal. The Mayor or his designee shall convene a hearing within ten (10) days of the receipt of the appeal. The hearing will be held with the aggrieved party, his representative and any other

party necessary to provide the required information for the rendering of a proper decision. The Mayor or his designee shall issue a written decision to the employee's representative with a copy to the employee if the employee requests one within fifteen (15) days from the date of the hearing. If the Union is not satisfied with the decision at Step 4, it may proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 36 **ARBITRATION PROCEDURE**

36.01 In the event a grievance is unresolved after being processed through all of the steps of the Grievance Procedure, unless mutually waived or having passed through the various steps by timely default of the Employer, then within ten (10) days after the rendering of the decision at Step 4 or a timely default by the Employer at Step 4, the union may submit the grievance to arbitration. Within this ten (10) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternatively until one (1) name remains who shall be designated the arbitrator to hear the grievance in question.

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

36.03 The arbitrator shall not decide more than one (1) grievance on the same hearing day(s) except by mutual written agreement of the parties.

36.04 The hearing(s) shall be conducted pursuant to the Rules of Arbitration of the American Arbitration Association.

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

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

36.07 There is hereby created a permanent panel of arbitrators to be used for the selection of an arbitration pursuant to this Arbitration Procedure. Those individuals placed on this panel shall be: 1) Dr. Harry Graham; 2) James Mancini, Esq.; 3) Anna Smith.

ARTICLE 37 **SUBSTANCE TESTING AND ASSISTANCE**

37.01 Drug and alcohol screening/testing may 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 but such actions shall not be based solely upon the test results.

37.02 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.

37.03 Drug screening tests shall be given to employees to detect the illegal use of a controlled substances 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.

37.04 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 shall 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 or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer may have the right to 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 shall 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 90 days.

37.05 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.

37.06 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 laws, however, test results and records may be used in future disciplinary actions as set forth in the article.

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

37.08 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.

ARTICLE 38 FAMILY MEDICAL LEAVE

38.01 The Employer and the Union agree and acknowledge that the provisions of the Family Medical Leave Act of 1993 and all subsequent amendments are applicable to all members of the bargaining unit. The Employer may adopt reasonable policies with regards to the administration of FMLA. Employees may grieve any unreasonable policy and any determination made by the Employer that violates the employee's rights under the FMLA Act in lieu of the filing of a complaint with the Secretary of Labor or filing suit.

38.02 During such FMLA leave, the employee shall continue to receive health care insurance. At any time an employee is granted FMLA leave, such employee shall be considered not assigned to a shift pursuant to Section 13.06. When unpaid FMLA leave is granted, paid time off shall not accumulate, however, such unpaid status shall not effect seniority status. When on paid FMLA leave, such paid time off benefit shall accumulate.

ARTICLE 39 DEATH BENEFIT

39.01 In the event an employee is killed in the line of duty, such employee's designee will receive an amount equal to one (1) month's salary of the employee within thirty (30) days. If no designation is provided to the City, the individual listed as the beneficiary for life insurance proceeds shall receive this amount.

ARTICLE 40 DURATION

40.01 This Agreement shall become effective at 12:01 a.m. on January 1, 2011, and shall remain in full force and effect, along with any amendments made and annexed hereto, until

Midnight, December 31, 2012. If either party wishes to amend, modify or terminate this Agreement, it shall serve a notice to negotiate in accordance with OAC 4117-01-02.

ARTICLE 41 **EXECUTION**

41.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of January, 2013.

FOR THE UNION:

International Association of
Fire Fighters, Local 2018
AFL-CIO

By: _____
President

_____
Secretary & Treasurer

FOR THE EMPLOYER:

City of Middleburg Heights, Ohio

By: _____
Gary W. Starr, Mayor

L/middleburg/Fire-2014-RED

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Proposed Disciplinary Action

You are hereby notified that the Fire Chief (Employer) proposes to take the following disciplinary action against you:

_____

_____

_____

_____

_____

_____

_____

You have certain rights regarding the appeal of the above proposed disciplinary action. Please read the attached information regarding these rights.

_____
FIRE CHIEF

APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION

To The Employee:

This form must be returned within five (5) days to the Fire Chief if you want to appeal the proposed disciplinary action.

_____ I AGREE WITH AND ACCEPT THE PROPOSED DISCIPLINE

_____ I WISH TO APPEAL THE PROPOSED DISCIPLINE FOR THE FOLLOWING REASONS:

_____

_____

_____

_____

_____

_____

_____

_____

(If more space is needed, attached extra sheets of paper)

Signature: _____ Date: _____

Approved: _____ Date: _____

Fire Chief Signature: _____

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, or an attorney at your own expense, you agree to the proposed discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Fire Chief.

If you disagree with the discipline, you should state your reasons in writing in the space provided below and return this form to the Fire Chief within five (5) days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, or you may hire an attorney at your own expense, to represent you at each step of this procedure.

2. You have the right to object to the proposed discipline by filing a disciplinary grievance within five (5) days of receipt of the proposed discipline with your Fire Chief.

3. If you file your objections, the Safety Director will schedule a formal meeting within ten (10) days of receipt of this form to discuss the matter. You may have representation at this meeting.

4. The Safety Director will report his/her decision within ten (10) days following the close of the hearing.

5. You will have five (5) days after receipt of the Safety Director's decision in which to appeal the decision pursuant to the Grievance Procedure.

6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.

7. The cost of the arbitrator will be paid by the losing party.

L/middleburg/Fire-2014-RED

MEMORANDUM OF AGREEMENT

The City of Middleburg Heights and IAFF Local 2018 hereby acknowledge the intention to form a healthcare committee that will formally be known as the Middleburg Heights Healthcare Advisory Committee. The Committee will tentatively be comprised as follows:

- Finance Director who will serve as Chairman.
- Mayor's designee
- A City Hall representative
- A Recreation Department representative.
- Two Service Department Union representatives.
- Two Fire Department Union representatives.
- One Police Department representative – Patrolman.
- One Police Department representative – Sergeant/Lieutenant.
- One Dispatcher Union representative.

The Healthcare Advisory Committee shall meet at least once per year, or other times at the request of the Chairman. The meeting will be conducted during normal business hours and will not be subject to compensation except that no representative will lose regularly scheduled time for attendance at meetings.

The intent of the Healthcare Advisory Committee is to review available health insurance and advise the City Administration on changes in healthcare with a goal of providing the best care at the best price. Committee members have the right to present new healthcare proposals for the consideration of the Committee. The City Administration will consider recommendations made by the Committee when renewing the City's health insurance.

The City and Local 2018 recognize that the Committee is tentative, that it needs approval of other Unions, but each agrees to promote its creation by June, 2011.

FOR THE UNION:

President, Local 2018

FOR THE EMPLOYER:

Mayor Gary Starr

Jason Stewart, Finance Director

MEMORANDUM OF UNDERSTANDING

The City of Middleburg Heights (City) and the International Association of Fire Fighters, Local 2018 (Union), enter this Memorandum of Understanding that will be attached to the Collective Bargaining Agreement (CBA) effective January 1, 2010 through December 31, 2012.

It is agreed that in 2011 and 2012, the City will allow members of the Union to attend two training classes in each year, if approved by the Chief. In addition, the City will pay up to $100.00 in class fees for each class attended.

Union members must notify the Fire Chief that fees are required, and provide the amount of the fees at the time permission to attend the class is requested.

This Memorandum of Understanding expires on December 31, 2012.

FOR THE UNION:
International Association of Fire Fighters,
Local 2018, AFL-CIO

By: _____
President

FOR THE EMPLOYER:

By: _____
Gary W. Starr, Mayor

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2012- 98

Introduced By: Mayor Starr

AN ORDINANCE
AUTHORIZING THE MAYOR OF THE CITY OF MIDDLEBURG HEIGHTS TO ENTER INTO A CONTRACT WITH THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2018, AFL-CIO, AND DECLARING AN EMERGENCY

WHEREAS, Council and the Administration have conducted extensive negotiations with the International Association of Fire Fighters, Local 2018, AFL-CIO as the bargaining representative for members of the Fire Department; and

WHEREAS, such negotiations have provided a tentative agreement between the parties; and

WHEREAS, Council and the Administration have reviewed such proposal and do desire to ratify and adopt such Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor be and he is hereby authorized and directed to enter into an agreement and memorandum of understanding with the International Association of Fire Fighters, Local 2081, AFL-CIO on behalf of members of the Department, a copy of which agreement is attached hereto and made a part hereof as though fully rewritten herein, marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 3: That any and all ordinances in conflict with the express provisions of this Agreement are superseded by this Agreement.

Section 4: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the City of Middleburg Heights, Ohio. Such necessity exists by reason of the fact that in order to facilitate payment of compensation to certain employees of the City, the foregoing Ordinance is required at the earliest possible time; wherefore, this Ordinance shall take effect and be in force from and after its passage and approval by the Mayor.

Passed: 12-11-12

President of Council

Attest: M. Meola
Clerk of Council

Presented To Mayor: 12-11-12

Approved On: 12-11-12

	Yea	Nay
Budney	X	
Ali	X	
Guttmann	X	
Castelli	X	
McGregor	X	
Bortolotto	X	
Grech	X	

Mayor

I, Mary Ann Meola Clerk of the Council of the City of Middleburg Hts., Ohio, hereby certify that Ord 2012-98 adopted by the Council of the City of Middleburg Hts., on 12/11/12 was posted for a period of fifteen days, beginning 12/14/12 and remained so posted for fifteen days at the two posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ord. 2012-98 passed on the 11th day of December 20 12 by said Council.

Mary Ann Meola
Clerk of Council