

STATE EMPLOYMENT  
RELATIONS BOARD

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Labor Agreement

Between

The City of Cheviot

And

The Cheviot Professional Firefighters

Effective May 31, 2013 through May 31, 2016

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## PREAMBLE

This Agreement is entered by and between the City of Cheviot, Ohio, hereinafter referred to as the "City", and the Cheviot Professional Firefighters, hereinafter referred to as "CPF".

## RECOGNITION

The City recognizes CPF as the sole and exclusive representative and bargaining agent of its sworn full-time firefighters including Lieutenants and Captains with the exclusion of the Fire Chief, for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

Whenever the male pronoun or adjective is used in this Agreement, it shall be deemed to also include the female, unless otherwise indicated.

1.01. Dues Deduction- During the term of this Agreement, the Employer shall deduct the regular monthly I.A.F.F. dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions. No new forms will be required from any employees in the bargaining unit, for whom the Employer is currently deducting dues.

The dues deducted shall be in the amounts established by the I.A.F.F. from time to time in accordance with its Constitution and bylaws.

The Employer shall deduct dues from the first pay in each calendar month. If an employee is not due to get paid on that pay date such amounts shall be deducted from the next or subsequent pay.

A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall, barring unusual circumstances, be tendered to the treasurer of the I.A.F.F. within thirty (30) days from the date of making said deductions.

The I.A.F.F. 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 I.A.F.F. shall indemnify the Employer for any such liabilities or damages that may arise.

## MANAGEMENT'S RIGHTS

Unless the City has specifically set forth in this Agreement a limitation upon the City's or the Mayor's right of duty to manage the City of Cheviot, the City shall retain all rights imposed upon it by law, to carry out the administration of the Fire Department and the government of the City. The right to manage includes, but is not limited to the following:

- (a) The right to direct, supervise, hire, promote, suspend, discipline, or discharge, for just cause; transfer, assign, schedule and retain employees.

(b) The right to relieve employees from duty and determine the number of personnel in the Fire Department, or to perform any function; determine the services to be rendered, operation to be performed , utilization of technology and overall budgetary matters.

(c) The right to purchase equipment and materials or services, or to contract for services if necessary for the efficient management of the Fire Department.

(d) The Right to determine the appropriate job duties and personnel by which fire operations are to be conducted; determine the overall mission of the Fire Department; maintain and approve the efficiency and effectiveness of the Fire Department, and the City of Cheviot.

(e) The right to make reasonable rules to regulate the Fire Department, and to establish and amend fire policies and procedures, and necessary rules relating to the operation of the Fire Department in regard to any matter which is not specifically set forth in this contract.

(f) The right to take any necessary actions to carry out the mission of the Fire Department in situations of emergency; and to take whatever actions may be necessary to carry out the wishes of the public not otherwise specified above.

#### **NON-DISCRIMINATION**

The City and CPF agree that there should be no discrimination against any employee relating to employment on the basis of race, color, creed, national origin, age, sex or handicap. The parties further agree that there shall be no discrimination in regard to membership or non-membership in the CPF or because of participation or non-participation in any lawful activity on behalf of the CPF.

#### **PROBATIONARY PERIOD**

Employees must serve a probationary period. The probation for newly hired employees shall be a period of one (1) year. After successful completion of the probationary period, employees shall be credited with seniority from the first date of hire.

#### **GRIEVANCE PROCEDURE**

Definition - A grievance is defined as an allegation that the terms of this written agreement have been violated. Resolution of grievances shall be pursued in accord with the following steps:

##### **STEP 1**

A firefighter who has a grievance may discuss the grievance with his immediate supervisor if an oral discussion may be conducive to resolving the matter. An oral discussion will however, not relieve the firefighter from the obligation of filing a written grievance within the time period set forth herein.

A grievance shall be reduced to writing and set forth the details of the grievance (i.e., the facts upon which it is based, the approximate time of the occurrence, the relief or remedy requested), and shall be submitted to the Fire Chief within ten (10) calendar days after the event which is the cause of the grievance. The day following the date of the occurrence shall be considered the first day of the ten (10) day period. The Chief should give his answer in writing to the grievant within five (5) calendar days after the grievance was presented to him. The Chief may undertake whatever investigation he, in his sole discretion, deems proper to evaluate the grievance.

## **STEP 2**

If the grievance is not resolved at Step I to the satisfaction of the grievant, it shall be presented to the Safety-Service Director within five (5) calendar days of the decision of the Chief. If the Chief has failed to respond at Step 1, the grievance must be submitted to the Safety-Service Director within twenty (20) calendar days of the date of the occurrence giving rise to the grievance. The Safety-Service Director should answer the grievance in writing within five (5) calendar days of the date of the receipt of the grievance. The Safety-Service Director may undertake whatever investigation he, in his sole discretion may deem proper to evaluate the grievance.

## **STEP 3**

If the grievant is not satisfied with the resolution of the grievance by the Safety-Service Director, the grievant may submit the grievance to the Mayor. The grievance shall be presented to the Mayor within five (5) calendar days of the date of the Safety-Service Directors reply, or if the Safety-Service Director has failed to reply, within thirty (30) calendar days of the date of the occurrence giving rise to the grievance. The Mayor or a representative appointed by the Mayor, shall conduct a grievance hearing within ten (10) calendar days of the receipt of the grievance. The employee may be present at this hearing, and shall have the right to be represented by a person of his choice.

If the grievance hearing is scheduled during an employee's working hours, he will be relieved from duty without loss of pay in order to attend the grievance hearing. The Mayors decision shall be in writing and based upon the written provisions of this Agreement, and shall be final, except as provided in Step 4.

## **STEP 4**

In the event the grievance is still not resolved after being processed through all of the preceding steps, then within ten (10) calendar days after the rendering of the written decision by the Mayor at step 3, the grievant may submit the grievance to arbitration. The grievant must submit his request in writing to the Mayor within the aforesaid ten (10) calendar day period. Both the City and the grievant will promptly request the American Arbitration Association to submit a panel of arbitrators and the arbitrator will be chosen pursuant to the rules of the American Arbitration Association. 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 that itself is contrary to the law or violates any of the terms and conditions of this Agreement.

The arbitrator will not decide more than one grievance on the same hearing day except by mutual written agreement of the parties. The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association. 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 paid by the party incurring them. Neither party shall be responsible for any of the expenses incurred by the other party.

The parties will request that the arbitrators decision be in writing and delivered to each party within thirty (30) calendar days from the date of the hearing. The decision of the arbitrators shall be final and binding upon all parties.

B. Employees shall be free from reprisal for exercising the rights under this grievance procedure.

C. The time limits set forth in this grievance procedure may be waived by mutual agreement of the parties in writing. Unless such time restrictions are waived, they shall be strictly applied. The burden of complying with the time restrictions falls upon the grievant and the CPF pursuing the grievance. A failure by the grievant to comply with the time limits set forth in this procedure shall result in the termination of the grievance. A failure on the part of the Chief or the Safety-Service Director to respond within the time limits set forth in this Agreement, shall be the equivalent of the denial of the grievance, and shall not be construed as a default or a granting of the relief requested.

#### DISCIPLINE

When a member is charged with an alleged violation of any prescribed code of conduct, whether divisional, departmental or City-wide, or any other infraction of role or Law which could result in suspension, demotion, termination, or any other discipline which results in a loss of pay, he shall be entitled to Union representation, if so requested in any meeting in which the member is required to respond to such charges. The member or his representative shall be entitled to a copy of any statement the member makes or any report he is required to make, including access to any tape recorded statement. A member shall be entitled to five (5) days advance notice before any divisional or departmental hearing.

Disciplinary action taken by the Employer shall be for reasonable or just cause. Disciplinary action against employees may be appealed to the Civil Service Commission in accordance with Civil Service Laws.

#### NO STRIKES

The CPF agrees that during the terms of this Agreement, there shall be no strikes, work stoppage, slow-downs, picketing, job actions, including any concerted effort to use sick leave for the purpose of withholding services, or other cessation of the full and faithful performance of duties for any purpose whatsoever. In the event of any such concerted activity, CPF officers and representatives will continue to carry out their duties as employees, and will take positive action to bring the concerted activity to an end.

#### SENIORITY

Seniority shall be defined as the length of continuous, permanent, full-time service from the employee's date of hire. Seniority shall not be available

to the employees during their probationary period, but shall be retroactive to the date of hire upon successful completion of the probationary period.

Seniority shall be lost when an employee:

- (a) resigns;
- (b) is discharged and not subsequently restored to duty;
- (c) is laid off and not recalled within two (2) years;
- (d) is off the payroll for any reason whatsoever for two (2) calendar years excepting military service or physical disability resulting from injuries in the course of employment with the City.

**LAYOFF AND RECALL**

When the City determines that a long-term layoff or job abolishment is necessary, the City shall notify the Union President and the affected Bargaining Unit Member five (5) days in advance of the effective date of the layoff or abolishment. Employees will be notified of the City's decision to implement any short-term lay-off lasting seventy-two (72) hours or less, as soon as possible. The City, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on the bargaining unit members. Layoffs shall be in order of least seniority and recalls shall be in order of most seniority.

**POSITION OF LIEUTENANT**

The Fire Chief shall be entitled, but not obligated, to request the City to establish additional officer positions within the Fire Department. All personnel promoted to Lieutenant shall receive benefits and wages defined in the contract. In the event the Fire Chief is authorized to proceed with establishing the position of Lieutenant, Civil Service rules for promotion will apply. The City and the CPF Union agree to reopen the contract for the limited purpose of negotiating the work schedule and job description for the Lieutenants position(s).

**WAGES**

The City of Cheviot and the CPF agrees to no increases for the next two years (0% 2013, 0% 2014) and a one percent (1%) increase in 2015.

**June 1, 2013 through May 31, 2015**

First year firefighter	Annual	\$47,772.51
	Pay Period	\$ 1,837.60
	Hourly	\$ 22.97
Second year firefighter	Annual	\$50,477.86
	Pay Period	\$ 1,941.46
	Hourly	\$ 24.26

Third year firefighter	Annual	\$53,183.22
	Pay Period	\$ 2,045.51
	Hourly	\$ 25.56
Fourth year firefighter	Annual	\$55,888.59
	Pay Period	\$ 2,149.57
	Hourly	\$ 26.86
Regular firefighter	Annual	\$58,593.94
	Pay Period	\$ 2,253.62
	Hourly	\$ 28.17
Lieutenant	Annual	\$61,523.64
	Pay Period	\$ 2,366.30
	Hourly	\$ 29.57
Captain	Annual	\$64,453.35
	Pay Period	\$ 2,478.98
	Hourly	\$ 30.99

June 1, 2015 through May 31, 2016

First year firefighter	Annual	\$48,250.24
	Pay Period	\$ 1,855.98
	Hourly	\$ 23.20
Second year firefighter	Annual	\$50,982.64
	Pay Period	\$ 1,960.88
	Hourly	\$ 24.51
Third year firefighter	Annual	\$53,715.06
	Pay Period	\$ 2,065.97
	Hourly	\$ 25.82
Fourth year firefighter	Annual	\$56,447.48
	Pay Period	\$ 2,171.07
	Hourly	\$ 27.13
Regular firefighter	Annual	\$59,179.88
	Pay Period	\$ 2,276.16
	Hourly	\$ 28.46

Lieutenant	Annual	\$62,138.88
	Pay Period	\$ 2,389.97
	Hourly	\$ 29.87

Captain	Annual	\$65,097.89
	Pay Period	\$ 2,503.77
	Hourly	\$ 31.30

**SPECIALTY TEAMS**

Any bargaining unit member who is trained by an accredited agency and a member of a specialty training group shall be covered by workers' compensation or by the City when in training or deployed during an emergency call.

**HOURS OF WORK AND OVERTIME**

The Chief shall divide the fire fighting force into three platoons and the platoons shall be on duty twenty-four (24) consecutive hours, which shall be known as a tour of duty. Employees shall work the tours averaging forty-eight (48) hours per week. No bargaining unit member shall work more than fifty-two (52) consecutive hours at the Cheviot Fire Department unless there is a natural or manmade disaster and the City declares a "State of Emergency."

During any two week pay period, the first 96 hours and the first 10 hours of overtime (the first 106 hours) shall be paid at the regular rate of pay. Any hours worked in excess of 106 hours in any two week pay period shall be paid at 1 and 1/2 times the regular rate of pay.

The Fire Chief shall have the right to place newly hired firefighters on a forty (40) hour work week while attending school to meet the minimum required training levels in the CFD.

**COMPENSATORY TIME**

The bargaining unit member may choose to be paid overtime at the agreed contractual rate of pay or earn compensatory time in lieu of overtime pay. All hours worked outside the bargaining unit members normal work schedule shall be computed at one and a half (1 ½) times the actual hours worked for calculating compensatory time. Compensatory time shall be capped at two hundred and four (204) hours per year and all unused compensatory time shall be paid out annually at the current regular hourly rate of pay defined in "Wages" article on the first pay period in December. Members participating in compensatory time shall have the opportunity to use hours for off time and to rebuild their compensatory time as long as they do not exceed 204 hours. Compensatory time will not be deducted until the actual time is taken off. There shall be no carryover provision in regards to compensatory time. All requests for compensatory time shall be granted with thirty (30) days notice as long as one (1) full-time firefighter is on duty and your request is not on a city recognized holiday. Compensatory time may be used in twelve (12) hour increments and not to exceed twenty four (24) hours.

### CALL IN PAY

Bargaining unit members who are off duty and off the premises who are called to return to duty for reasons other than those caused by their own neglect, shall be guaranteed not less than three (3) hours pay consistent with the overtime article of this contract. If a bargaining unit member assists the E.M.S. unit on a life squad run, he shall be guaranteed not less than two (2) hours pay consistent with the overtime article of this contract.

Bargaining unit members shall be placed on a rotating list for the accumulation of overtime hours. These overtime hours will not include those hours accumulated through emergency call in for fire or life squad runs. Overtime shall be offered, based on highest seniority and least accumulated overtime hours worked. Bargaining unit members shall receive seventy-two (72) hours notice prior to being scheduled for an upcoming shift unless they are called to work for another member who is off due to injury or illness. If a bargaining unit member has been off their normal work schedule for illness or injury, he shall not be eligible for call in overtime until they have worked their next scheduled tour of duty. All hours offered to the bargaining unit member shall be charged to that member regardless of the actual number of hours worked, barring any extenuating circumstances. This rotating call in list shall be posted and accessible to the shift officer.

### VACATIONS

All full-time firefighters shall be entitled to the following vacation with pay:

Less than one year of service	NO TOURS
1 year but less than 8 years of service	FIVE (5) TOURS
8 years but less than 15 years of service	EIGHT (8) TOURS
15 years but less than 20 years of service	TEN (10) TOURS
20 years or more of service	THIRTEEN (13) TOURS

Service credit includes all prior service time with a political Subdivision of the State of Ohio, plus all time served with the City of Cheviot. An employee with prior service shall not receive credit for that service until completion of one (1) year of service with the Cheviot Fire Department.

All vacation selections submitted by midnight February 28th of each year shall be granted by seniority. All vacation request submitted after February 28th with thirty (30) days notice shall be granted as long as one (1) full-time firefighter is working his normal tour of duty. In the event a firefighter is separated from the City service for any reason other than disciplinary separation, he shall receive vacation pay prorated on the months of completed service in the year of separation. In the event the firefighter dies while in the City service, vacation pay prorated in accordance with completed months of service shall be paid to his surviving spouse or other designated beneficiary.

An employee who is admitted to a hospital and remains hospitalized for twenty four (24) hours or more while on vacation leave, may charge such period of hospitalization to sick leave, and shall be credited with vacation leave in the same amount.

## HOLIDAYS

Full-time firefighters shall be granted the following holidays each year:

NEW YEAR'S DAY	PRESIDENTS DAY
MEMORIAL DAY	INDEPENDENCE DAY
LABOR DAY	NOVEMBER ELECTION DAY
THANKSGIVING DAY	CHRISTMAS DAY
FIREFIGHTERS BIRTHDAY	MARTIN LUTHER KING DAY

All full-time firefighters who commenced full-time employment in the Fire Department prior to January 1, 1986, each above enumerated holidays shall be equivalent to one (1) tour for computing the amount of holiday pay. All full-time firefighters who commenced full-time employment in the Fire Department subsequent to January 1, 1986, each of the above enumerated holidays shall be the equivalent to one-half (1/2) tour in computing the amount of holiday pay. All firefighters hired after January 1, 1986 shall have the right to take holidays in one-half (1/2) tours. Whenever a firefighter uses a sick day on the tour before or the tour after the City recognized holiday, he shall lose twenty-four (24) hours of holiday time. In the event that the firefighter works the day of the City recognized holiday or they are on their scheduled EDO tour prior to or after the City recognized holiday they shall receive full credit for the holiday.

In addition, personnel who are in pay status on Good Friday or Christmas Eve shall be compensated an additional four (4) hours pay based on the current wage scale.

## SICK LEAVE

Sick leave with pay shall be granted to all full-time firefighters at the rate of three hundred and sixty (360) hours per year to be earned at the rate of 13.846 hours per bi-weekly pay period.

Sick leave shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in the case of necessary and actual sickness or disability of the employee or because of illness in his immediate family which necessitates his absence from employment. An employee's immediate family shall be a spouse, child, parent, sibling, grandparent or any relative living in the employee's immediate household.

Sick leave shall also be granted for one (1) tour for the death in the immediate family and for six (6) hours in order to attend the funeral of a relative or close personal friend. A firefighter may be required to provide a satisfactory medical statement to justify the use of sick leave for more than two (2) consecutive tours or five (5) tours in a calendar year. Illness or disability arising out of a pregnancy or pregnancy related condition, shall be reason for the use of sick leave. A doctor's statement may be required for extended absence related to pregnancy.

## PAYMENT OF OVERTIME AND SICK TIME

Overtime earned subsequent to the effective date of this Agreement shall be paid per bi-weekly pay period. From the effective date of this Agreement, there shall be no further accumulation of overtime on the books. Employees

hired prior to April 1, 2000 upon death or retirement shall be eligible for payment for all accumulated sick time, not to exceed one thousand twenty (1020) hours, balance of holidays, overtime and vacation time. It shall be paid to the beneficiary of said personnel or to the retired employee and be computed on a forty (40) hour work week at current hourly wages. All other employees hired after April 1, 2000 shall be eligible for payment of all accumulated sick time, not to exceed four hundred and eighty (480) hours, balance of holidays, overtime and vacation time. For any illness of such personnel, the sick time shall be used up first, then holiday time. Retirement as used in this section shall mean approved service retirement as defined in Section 742.37 of the Ohio Revised Code.

### INJURY LEAVE

In the event of a service connected injury or occupational illness incurred in the active discharge of duty, which illness or injury is not a result of "horseplay", self-infliction, or negligence by the employee, the Employer shall grant the employee, beginning on the first (1st) calendar day of absence, or on the first (1st) day the employee is admitted to a hospital as an in-patient, injury leave with full pay for a period not to exceed twenty (20) work days. Extension of injury leave may be granted at the discretion of the employer upon request for an extension from the employee.

Any employee claiming a service connected illness or injury under this article shall file an injury claim with the Ohio Bureau of Workers' Compensation. Upon approval of the injury claim by Workers' Compensation, the employee shall remit to the employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay from the Employer. In the event the claim is denied by Workers' Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave and/or vacation leave for all time paid by the Employer for the injury leave claim.

For any employee who has been granted injury leave with full pay status, there shall be no deduction from said employee's accumulated sick leave, accumulated vacation time or any other benefit to which he is entitled, with the exception the employee shall not be entitled to any holiday time.

### LIMITED DUTY

An employee who suffers a temporary disability shall, upon recommendation of the employees physician, be placed on a limited duty status. The employee may submit for consideration medical records from his personal physician regarding sick leave and limited duty determination.

Work assignments for limited duty shall be within the scope of the Fire Departments normal duties. Review of limited duty status for each employee shall be every thirty (30) days. If an employee sustains an injury or illness in the line of duty, while in training, or functioning as a representative of the fire department for any reason, that employee will earn sick leave in accordance with the sick leave article. If an employee sustains an injury or illness that is not work related, that employee will earn sick leave at half (1/2) the rate described in the sick leave article.

## DISABILITY LEAVE

Any full-time firefighter who has exhausted sick leave and is disabled and cannot work as a result of injury or illness which is not job related, with the approval of management, may be granted disability leave without pay for a period not to exceed one (1) calendar year from the date which the employee's sick leave was exhausted.

## HEALTH AND SAFETY

The City will provide at the City's expense, annual flu shots, inoculation for prevention of Hepatitis Type B, Tuberculosis, any titer tests associated with them as well as any other inoculation as recommended by the departments medical adviser and deemed necessary by the Fire Chief, with the approval of the Safety-Service Director. Furthermore, the Fire Chief, in his discretion and with the approval of the Safety-Service Director, may require or allow any member of the bargaining unit to undergo a physical, at the City's expense. The City has the right to conduct random drug testing for Fire Department employees.

In the interest of the safety and health of its employees, the City will continue to furnish and maintain the protective clothing and equipment recommended by the Ohio Industrial Commission on fire fighting. The City and the Union shall cooperate fully to maintain the highest standard of health and safety in the Fire Division.

## LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE POLICY

All full-time employees shall have a Life and AD&D insurance policy equal to one (1) year salary paid to the Beneficiary at the current rate of pay provided by the City. Life and AD&D coverage amount is subject to the age reduction schedule in the prevailing insurance policy.

## Health Medical Insurance

All employees electing to be included in the Health Medical Plan shall contribute toward the premium an amount equal to fifteen (15) percent of the cost to the City depending on the coverage level and the plan chosen by the employee for the year August 1, 2013 through July 31, 2015. The employee contribution of fifteen (15) percent shall be adjusted annually as the cost to the City is adjusted by the medical plan provider. All payments required hereunder shall be made on a pretax deduction basis. Said deductions shall be made in equal installments in each biweekly pay period.

Effective August 1, 2015 the employee shall contribute 20% (twenty percent) of the cost to the City depending on the coverage level and the plan chosen by the employee.

The City shall provide a Health Reimbursement Allowance (HRA) Account for all employees and contribute annually the dollar amount described below. The City fiscal year regarding Health Medical Plan shall be August 1<sup>st</sup> through July 31<sup>st</sup> of each year. Reimbursement for any deductible expenses must be accompanied by your Explanation of Benefits (EOB) form from the insurance company. The HRA

Allowance shall depend on the coverage level chosen by the employee; all unused HRA Allowance shall be rolled over into the employee HRA account for the subsequent year with no cap on the dollar amount. Upon retirement, the employee will be able to access his/hers unused HRA Allowance that he/she accumulated during his/hers active employment. However, if the employee resigns or terminates employment he/she shall no longer be eligible for the allowance. Receipts of services will still be required in order to receive reimbursement. The City and employee shall abide by Federal Statute regarding HRA accounts. See HRA schedule below.

If there is a change in status, adding or dropping dependants the HRA Allowance will be changed accordingly as of the 1<sup>st</sup> of the following month.

The City also agrees that once an employee has depleted their HRA account, they may submit additional HRA eligible expenses for reimbursement. See additional Health Reimbursement Funding below.

There will be a spousal waiver/surcharge for the spouse of an employee who is eligible for health insurance coverage through their Employer, but chooses to enroll in the City of Cheviot health insurance plan.

Subject to the following conditions:

- 1) The spouse must be working an average of 32 hours per week at their Employer.
- 2) The Employer must offer an Employer sponsored health plan with an Employer contribution level of 75% or greater.
- 3) If the two above conditions are met and the spouse still wants to be covered under the City of Cheviot health insurance plan an additional amount will be added to the employee's contribution rate for coverage of employee/spouse, employee/spouse/1 child or employee/spouse/2+ child.
- 4) The additional surcharge amounts will be \$35 bi-weekly **for the life of this agreement.**

Health Reimbursement Arrangement (HRA) Allowance

<u>Coverage Level</u>	<u>Employers Annual Contribution</u>
Single	\$ 420.00
Employee/Spouse	\$ 840.00
Employee/Child(ren)	\$ 840.00
Family	\$1,200.00

The City of Cheviot will also offer an HSA (health savings account) to its employees.

Additional Health Reimbursement Funding

Employee Expenses

\$1,000.00 - \$1,999.99  
\$2,000.00 - and above

Additional City Funding

50% once HRA is exhausted  
City pays one hundred (100) percent

Employee Opt Out Plan

Each employee shall be eligible to opt out of the Health Medical Plan provided by the City if they so choose, and can show proof of health coverage elsewhere. Employees choosing to opt out will have no health medical coverage through the City of Cheviot, however he/she will be entitled to a monthly prorated amount that is as follows:

Single	\$2,000.00 or \$166.66 per month
Employee/Spouse	\$2,500.00 or \$208.33 per month
Employee/Children	\$2,500.00 or \$208.33 per month
Employee/Spouse/1 Child	\$3,000.00 or \$250.00 per month
Employee/Spouse/ 2+ Children	\$3,000.00 or \$250.00 per month

In the event the employee that has chosen to opt out of the Health Medical Plan subsequently loses his/her coverage from that plan, he/she shall be eligible to return to the City's Health Medical Plan upon completion of the enrollment documents. The HRA allowance shall be prorated based on the entry into Health Medical Plan.

**\*\*Employee opt out: If the new federal health care plan (1/1/14) imposes penalties or sanctions of any type for any reason, on a City for employee withdrawal then the city reserves the right to stop employee opt out payments.**

UNIFORM ALLOWANCE

A uniform allowance shall be paid to each firefighter at a rate of Six Hundred Dollars (\$600.00) per year. This is to be paid on the first payroll in January. Any firefighter's clothing damaged or irreparable while the firefighter is in the performance of duty shall be replaced by the City with same-replacement clothing, unless such damage was caused by the negligence of the firefighter. The City shall provide at its expense a new Class A Dress Uniform for each firefighter every ten (10) years with the approval of the Fire Chief.

LONGEVITY PAY

Longevity pay shall be paid to firefighters as follows:

Firefighters completing twenty-four (24) months of continuous service before November 1, shall receive One Hundred and Seventy Five (\$175.00) Dollars per year for each year of service up to ten (10) years of service. The maximum benefit payable under this provision is One Thousand Seven Hundred and Fifty

(\$1,750.00) Dollars per firefighter. Payment shall be in a lump sum, and shall be made with the first pay in December.

Employees hired after the effective date of this contract (May 31, 2013) will not be entitled to longevity pay.

### LIABILITY AND LEGAL REPRESENTATION

All members of this bargaining unit shall be covered for liability purposes through insurance used to the City of Cheviot for acts or omissions arising out of the scope and course of their employment.

Such coverage shall include an obligation to defend any member of this bargaining unit who is the subject of any lawsuit arising out of his official duties on behalf of the City.

It is further agreed that the City shall make such investigation of the claims as it deems necessary and has sole authority to authorize the settlement of a claim, demand, or lawsuit as the City deems expedient.

Any member of the bargaining unit, may at their own expense, retain personal counsel in any legal matter arising out of their official duties on behalf of the City.

### RESIDENCY REQUIREMENT

There is no residency requirement for any full time personnel within the Fire Department.

### PERSONNEL FILE

A firefighter, upon reasonable request shall have the right to inspect his personnel file in the presence of a supervisor. Each firefighter shall be informed of any addition or deletion in his personnel file due to disciplinary matters and shall initial any such entry "have seen". Firefighters removing any item from the personnel file, shall be subject to disciplinary action.

### JURY DUTY

Any member who is required to serve pursuant to notice on any jury shall receive his regular salary during the period of jury service, provided that he remits his compensation for such on-duty service to the City of Cheviot.

### INTEGRITY OF AGREEMENT

The City and the CPF agree that during negotiations which preceded this Agreement, each party had the unlimited right to make any demand or proposals, and to bargain about each and every proposal made. The parties further agree that during the term of this Agreement, each voluntarily and unqualifiedly agrees to waive its right to bargain with respect to any matter whatsoever, whether or not such matters are contained in the Agreement.

**SAVINGS CLAUSE**

Should a Court of competent jurisdiction determine that a provision of this Agreement is illegal then such provision shall automatically terminate. The remainder of the Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, the City and the CPF shall promptly meet for the purposes of negotiating a lawful alternative provision.

**TERMINATION**

This Agreement shall be in full force and effect from the period of May 31, 2013 through May 31, 2016, and shall renew automatically from year to year thereafter, unless either party serves notice of the intent to terminate or modify this Agreement at sixty (60) days prior to May 31, 2013 or any successive May 31 thereafter. All provisions of this Agreement shall remain in full force and affect through May 31, 2016.

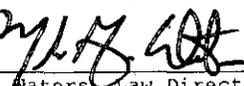
In WITNESS WHEREOF, the parties hereto have duly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Signed in the presence of:

Cheviot Professional Firefighters

  
\_\_\_\_\_  
Sam Keller, Mayor City of Cheviot

  
\_\_\_\_\_  
Lawrence Cole, President Local 3006

  
\_\_\_\_\_  
Mark Waters, Law Director City of Cheviot  
"As to form"

  
\_\_\_\_\_  
David Miller, Member Local 3006

## Addendum "A"

### Training

The City of Cheviot agrees to provide all training necessary for the Cheviot Professional Firefighters to function legally in the State of Ohio as:

Professional Firefighters  
Emergency Medical Technicians: Basic or Paramedic  
Fire Safety Inspectors  
Fire and/or EMS Instructors  
ACLS Providers (Advanced Cardiac Life Support)  
PALS Providers (Pediatric Advanced Life Support)  
Healthcare CPR Providers and/or Instructors  
Hazmat: Operations or Technicians Level

The City of Cheviot agrees to pay for all training costs for the above listed. "Cost" includes:

- Cost of each class
- Compensation for all training, travel, meals, mileage, and hourly rate
- payment while in training and traveling to and from training site.

As of 9/2/2009 all employees will maintain their state levels of training as Paramedics, Firefighters and Inspectors. Loss of certifications due to employee neglect shall be just cause for disciplinary action.

Outside training is critical to maintain certifications. Attendance outside of regular working hours for training required by law may be compensated at the employee's hourly rate set up in the contract. Employees shall be permitted to use a maximum of 48 hours per year in paid outside training. Hours do not roll-over or accumulate and must be used between January 1<sup>st</sup> and December 31<sup>st</sup> each year. Outside training courses and training times will be subject to approval by the Fire Chief.

## Addendum "B"

The minimum staffing article will be in full force for the fiscal year from January to January. The City and CPF will review this article at the end of each fiscal year for the purpose of costs and effectiveness of the article. If the City and CPF agree to remove this article from the contract all hours worked outside the firefighters normal tour of duty will revert back to the "Hours of Work and Overtime" article on page 8 for the purpose of calculating the fire fighters bi-weekly pay.

### Minimum Staffing

The City of Cheviot shall provide a three firefighter crew at all times. All three firefighters must be trained to at least the level of a State of Ohio certified 1B firefighter. Also, this three firefighter crew shall always consist of a minimum of two certified State of Ohio EMT - Paramedics and a minimum of two qualified Cheviot Fire Department Engineers (Fire Truck Operators). In addition, at least one firefighter of the three firefighter crew must be a City of Cheviot Career Firefighter.

### Minimum Staffing Scheduling

Each City of Cheviot Career Firefighter has the option to work six additional twenty-four hour shifts per year at straight time. These shifts may be taken as one twelve hour shift per month or one twenty-four hour shift every two months. However, if after each two month period, beginning January 1<sup>st</sup> of each calendar year, a City of Cheviot Career Firefighter does not use part or all of his/her twenty-four hours the unused hours shall not be carried over to the next two month period nor banked or paid out in any way. Furthermore, the shift(s) that each City of Cheviot Career Firefighter requests to work shall be given to the Fire Chief on or before the tenth of the previous month in order to receive priority over part-time scheduling. If more than one City of Cheviot Career Firefighter should request the same shift(s) then the shift shall be granted to the City of Cheviot Career Firefighter with the most seniority and the option to reschedule will be given to the City of Cheviot Career Firefighter with less seniority.

In the event a City of Cheviot Career Firefighter has to be called in on a City of Cheviot recognized holiday, then he/she shall be compensated at one and a half their hourly pay.

In the event of needed call in coverage the City shall make a reasonable attempt calling part-time and full-time firefighters to cover the shift with the required personnel.