



A LABOR AGREEMENT

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11/14/2013

Between

CITY OF PARMA

And

THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS, LOCAL 639, AFL-CIO

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MEMORANDUM OF UNDERSTANDING

ARTICLE 1 AGREEMENT

1.01 This Agreement is entered into by and between the City of Parma, hereinafter referred to as the "Employer," and Local 639 of the International Association of Fire Fighters, AFL-CIO, hereinafter referred to as the "Union," for the purpose of achieving and maintaining harmonious relations between Employer and Union. All items hereafter set forth are as a result of collective bargaining between the City and 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 City of Parma; 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 Bargaining Agent with respect to wages, hours and other terms and conditions of employment for all full-time Employees employed by the Fire Department and occupying a position of Fire Fighter, Fire Lieutenant, Fire Inspector and Fire Captain, excluding Assistant Fire Chief, Fire Chief and all part-time, seasonal and temporary 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 DEDUCTION

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

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

4.03 The Employer shall deducted dues, initiation fees, or assessments from the first pay in each calendar month. If an Employee has no pay due on that pay date such amounts shall be deducted from the next or subsequent pay.

4.04 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 Union within thirty (30) days from the date of making said deductions.

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

ARTICLE 5 MANAGEMENT RIGHTS

5.01 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

5.02 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

5.03 Not by way of limitation of the preceding 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) determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure; 2) direct, supervise, evaluate, or hire employees; 3) maintain and improve the efficiency and effectiveness of governmental operations; 4) determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; 5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees; 6) determine the adequacy of the work force; 7) determine the overall mission of the Employer as a unit of government 8) effectively manage the work force; 9) take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 6 UNION PRIVILEGES

6.01 Bulletin Board Space. The Employer will provide a reasonable amount of bulletin board space at each of the Fire Stations for use of Union business at a convenient space visible to all Employees.

6.02 Union Business Leave. Division of Fire Employees elected or appointed to represent the Union, shall be granted time off without loss of pay or accumulated overtime, to perform the Union functions including, but not limited to, attendance at regular and special meetings, legal proceedings, and activities related to Grievance Procedures, provided that notification is made seventy-two (72) hours in advance to the Chief of Fire by the Union president or his designee, and provided that the Chief approves said leave.

6.03 Negotiation Leave. Members of the negotiating team shall be allowed time off, without loss of pay and without deduction from any accumulated compensatory time or overtime, for all negotiation sessions which shall be mutually set by the representative of the Union and the City.

Such release time shall be limited to three (3) employees at any given negotiation session. The Employee seeking release time shall notify the Chief or his designee in advance, as soon as the need for such release time is known.

6.04 Union Leave. The President of the Union or his designee shall receive one hundred (100) hours annually for Union Leave. Any unused time shall be rolled over to the following year to a maximum accumulation of two hundred (200) hours.

6.05 Union Meetings. The Employer will continue its policy of allowing Union meetings on Employer property provided the meetings shall be conducted so as not to interfere with the normal operations of the Department. The Union shall notify the Chief in writing at least two (2) weeks in advance of regular meeting and three (3) days in advance of an emergency meeting.

6.06 Seniority List. The Employer shall maintain and post at each Fire Station a current seniority list, which shall indicate the date of the Employee's original appointment. This list shall be used whenever called for by specific Articles and sections of this Agreement, and in such other cases as may be mutually agreed upon by the Employer and the Union.

6.07 Information. The Employer shall provide, at no cost to the Union, copies of any Employer information which is publicly available, Employer legislation, or Employer publications requested by the Union which are relevant to the Union's obligation to bargain collectively, to administer the collective bargaining agreement, or to prepare for future negotiations; such as, but not limited to, the Codified Ordinances of the City of Parma, a current and prospective City Budget, and annual City Finance Reports.

ARTICLE 7 LEGISLATIVE APPROVAL

7.01 Mutually agreed to Delete, September 2008.

ARTICLE 8 NON-DISCRIMINATION

8.01 The Employer and the Union agree not to discriminate against any employees on the basis of race, religion, color, creed, national origin, disability, age or sex.

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

8.03 The Employer agrees that there will be no discrimination, interference, restraint, or coercion by the Employer against any employee for his activity on behalf of, or membership in, the Union.

ARTICLE 9 GENDER AND PLURAL

9.01 Whenever the context so requires, the use of the words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine, feminine or neuter genders shall be construed to include all of said genders. By the use

of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE 10 HEADINGS

10.01 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 said Article nor affect any interpretation of any such Article.

ARTICLE 11 OBLIGATION TO NEGOTIATE

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

11.02 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.

11.03 The parties agree that if they execute any written grievance settlements, or if they make an exception to the waiver of negotiations clause in Article 11, Section 11.02, and execute other written understandings during the duration of this Agreement, those settlements or understandings shall be considered part of the collective bargaining agreement.

ARTICLE 12 CONFORMITY TO LAW

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

12.02 If the enactment of Federal or State 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the 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 13 NO STRIKE

13.01 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

13.02 Neither the Union nor any employee of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted "sick leave" or mass resignation, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement. A breach of this Article shall be sufficient grounds for discipline.

13.03 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four hour period that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved of by the Union. The Union shall order the employees to return to work immediately.

13.04 The Employer shall not lock out any Employees for the duration of this Agreement.

13.05 In the event the Employer intends to lay off any employee of the bargaining unit, the Employer shall give the affected employee or employees notice of such layoff not less than fourteen (14) calendar days in advance of the first day on which the layoff is to become effective and implemented.

ARTICLE 14 GRIEVANCE PROCEDURE

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

14.02 For the purposes of this procedure, the below listed terms are defined as follows:

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

b. Grievant - the "grievant" shall be defined as any employee, group of employees within the bargaining unit, or the Union.

c. Party in Interest - A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

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

14.03 The following procedures shall apply to the administration of all grievances filed under this procedure.

a. All grievances shall be reduced to writing and shall include: the name and position of the grievant; the identity of the provisions involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant and a general statement of the grievance and the redress sought by the grievant.

b. All decisions and appeals shall be rendered in writing at each Step of the Grievance Procedure. Each decision shall be transmitted to the grievant.

c. If a grievance affects a group of employees working in different locations, with different principals, or associated with an employee-wide controversy, it may be submitted at Step 2. If a grievance relates to the discipline of an employee involving any loss in pay (discharge, demotion, suspension, etc.), it may be submitted at Step 3.

d. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate employee of the Administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer or Union in future proceedings.

e. The Grievant may have the Union represent him at any step of the Grievance Procedure after Step 1. If the Employee wishes to represent himself, the Local has the right to be present at any such meeting.

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 will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

h. The preparation of grievances shall be conducted on nonworking hours.

i. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

j. The decision or answer of a grievance at any step in the Grievance Procedure shall be deemed delivered to the grievant on the date the grievant or his representative receives the written decision or answer.

k. Appeals regarding the Employer's denial of employee Duty Injury Leave Benefits as provided by Article 29 of this Agreement shall be initiated at Step 2 of this Procedure. In ruling thereon, the standard to be employed by the arbitrator is whether the action of the Employer was done arbitrarily and capriciously.

l. The grievant or the Employer may bring recording devices into any step of this procedure.

14.04 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1

An employee who believes he may have a grievance shall notify, in writing, his shift Captain or designee, and the Union, within ten (10) days of the events giving rise to the grievance, or within ten (10) days from the date on which he should have been aware of the events giving rise to the grievance, whichever occurs later. In notifying the Union of the potential grievance, the employee shall provide the Union the information required by Section 14.03(a) in writing prior to the Step 1 meeting. Upon written notification, the grievant and the grievant's shift Captain shall meet and attempt to resolve the dispute informally within seven (7) days. If the dispute is not resolved at this meeting, the Union shall either represent or accompany the grievant throughout the remaining Steps of the Grievance Procedure or recommend the discontinuation of the grievance. It is understood and agreed that the shift Captain, or his designee, shall have no authority to alter, add to or subtract from the terms of this Agreement or departmental policies and practices.

Step 2

If the grievance is not resolved at Step 1, the grievance with or without Union support, shall be reduced to writing by the grievant and presented to the Chief or his designee no later than seven (7) days after the informal meeting held at Step 1. The Chief shall convene a meeting on the grievance within five (5) days after he has received the grievance, and render a written decision within ten (10) days after such meeting.

Step 3

If the grievant 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 or his designee shall convene a hearing within ten (10) days of

the receipt of the appeal. The Safety Director, or his designee, shall issue a written decision to the employee and his representative, if any, within ten (10) days of the date of the hearing.

Step 4

If the grievant 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 at 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 grievant, his Union representative, if the employee desires, 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 and his Union representative within fifteen (15) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 4, he may request to the Union that it proceed to arbitration pursuant to the Arbitration Procedure herein contained.

ARTICLE 15 ARBITRATION PROCEDURE

15.01 In the event a grievance is unresolved after being processed through all steps of the Grievance Procedure, unless mutually waived, then within ten (10) days after the rendering of the decision at Step 4, the Local Union may submit the grievance to arbitration. There is hereby created a permanent panel of arbitrators which shall consist of the following: (1) Robert G, Stein; (2) James Mancini, Esq.; (3) Harry Graham; (4) Anna Duval Smith; (5) Nels Nelson; (6) Gregory Van Pelt; (7) Jonathan Klein; or other mutually agreeable arbitrator. The arbitrator will be chosen from the permanent panel of arbitrators by the alternative strike method with the party striking first being determined by "coin toss."

15.02 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 to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties.

This arbitration provision is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

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

15.04 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 the cost. Neither party shall be responsible for any of the expenses incurred by the other party.

15.05 An Employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. The Employer shall compensate those Employees who were on duty at the time of the arbitration hearing at their regular hourly rate for all hours during which his attendance is requested by either the Employer

or the Union. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of Employees in attendance exceed three (3) Employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department.

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

15.07 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent an employee of the bargaining unit during the exercise of his rights as provided by the Grievance and Arbitration procedures contained in this Agreement.

ARTICLE 16 DISCIPLINE AND EMPLOYEE RIGHTS

16.01 A non-probationary Employee who is suspended, demoted or discharged shall be given written notice regarding the reason(s) for the disciplinary action. Such statement of reasons shall be given to the Employee at the time he is disciplined. Discipline shall be within a reasonable time after the City has knowledge of the conduct for which the Employee is being disciplined. Discipline shall be, where appropriate, progressive in nature and shall be according to the severity or the total number of incidents.

16.02 Disciplinary action taken by the City shall only be for just cause.

16.03 Disciplinary actions involving suspension, demotions, reduction in pay or removals taken against non-probationary Employees shall be subject to the. Grievance Procedure and shall not be appealed to any Civil Service Commission.

A. Discipline shall not be implemented until either the matter is settled, or the employee fails to grieve the proposed discipline or the penalty is upheld or modified by the Safety Director after a Step 3 grievance hearing.

16.04 An Employee has the right to the presence and advice of a Union representative and/or a Union Attorney at all disciplinary hearings and/or disciplinary interrogations. Such right shall not be exercised for the purpose of creating unreasonable delay. All representation by employees shall take place on the representative Employee's time off.

16.05 An Employee who is to be questioned as a suspect in any investigation of any criminal charge against him shall be advised of his Constitutional rights before any questioning begins.

16.06 An Employee will be informed of the nature of any official department investigation of himself prior to any questioning.

16.07 An Employee may request an opportunity to review his personal file, add pertinent memoranda to the file clarifying any documents contained in the file and may have a representative of the Union present when reviewing his file. A request for copies of items

included in the file shall be honored. Copies will be made at Employee's cost. An Employee may request removal of specific items in his file. All items in an Employee's file with regard to complaints and investigations will be clearly marked with respect to final disposition, if any.

16.08 Records of disciplinary action shall not be considered in connection with promotion or transfer determinations or subsequent discipline more than twenty-four (24) months after the effective date of such disciplinary action, provided there are no intervening disciplinary actions taken during that period of time. An Employee will therefore have a clean record for purposes of promotion, transfer or subsequent discipline after two (2) years, if he is not disciplined during that time.

16.09 An Employee who has received a written reprimand may submit a written statement that he believes the reprimand is not correct and the statement shall be placed in the Employee's file.

16.10 Complaints against Employees lodged by Citizens, Hospital personnel or Employer personnel concerning charges of improper conduct, neglect of duty, or malfeasance other than allegations of criminal conduct shall be made in writing by the Complainant to the Employee or the Fire Chief or Safety Director before any disciplinary actions are taken. A copy of the complaint must be provided to the employee a minimum of five (5) business days prior to the pre-disciplinary hearing with the Chief.

ARTICLE 17 SICK LEAVE AND SICK LEAVE CONVERSION

17.01 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; or 3) serious illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary. 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, children, parents, or parents-in-law.

17.02 All full-time Employees working on a forty (40) hour work week shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours of service. All full-time Employees working on an average forty-eight (48) hour work week shall earn sick leave at the rate of 5.52 hours for each ninety-six (96) hours of service. Sick Leave may be used in segments of not less than one (1) hour. When sick leave is used, it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence. Unused sick leave shall be cumulative without limit.

17.03 The Safety Director and /or Chief may require an Employee who has been absent for in excess of two (2) consecutive tours of duty or four (4) total working tours in a year period 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 City, to establish that he is not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties of his position, and/or that his return to duty will not jeopardize the health and safety of other Employees.

17.04 Upon return to duty following an absence, an Employee requesting sick leave benefits must complete a sick leave application form for approval, through the proper channels, to justify

the use of, and reasonable necessity for sick leave. If medical attention is sought by the Employee, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick leave. The Employer may also send the employee for a medical examination at its own expense. Falsification of either a sick leave application form or a physician's certificate shall be grounds for disciplinary action. All sick leave applications and medical certificates shall be subject to review by the Employer to eliminate any wrongful or non-meritorious sick leave benefit requests. If an Employee fails to submit a sick leave application form for approval or, after seeking medical attention fails to provide the Employer with a medical certificate signed by a licensed physician, or if the Employer determines the request is not meritorious, such leave may be considered an unauthorized leave and shall be without pay. This disapproval of a valid sick leave benefit request shall be appealable through the Grievance Procedure. The Employer and the employee on sick leave may mutually agree for the employee to work "light duty" or a "temporary work level" program, providing the employee is cleared to perform such tasks by his physician.

17.05 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The Employee may appeal any discipline according to the provisions of this Agreement,

17.06 If an employee becomes ill or injured prior to a scheduled vacation leave day(s), then upon prior written request to the Chief or Safety Director an employee will be, with the approval of the Chief or Safety Director, able to reschedule the vacation day(s) previously scheduled as a holiday or a vacation leave day.

17.07 Vacation Bonus: Any full-time employee who completes a ninety (90) day rolling period with perfect attendance, utilizing no sick leave days, shall be entitled to receive a credit of twelve (12) hours.

17.08 The unused vacation bonus will be paid out within thirty (30) days of the close of the quarter in which it is accumulated.

17.09 Any employee who has accrued not less than six hundred (600) hours of sick leave shall have the option of converting such accumulated sick leave into pay at the rate of two (2) accumulated sick leave hours for one (1) hour of pay. The maximum pay available shall be forty-eight (48) hours per calendar year. The conversion applies only to sick leave earned within the calendar year and must be requested in writing by the employee on or before November 15th. The payment shall be made in the first pay period in December.

17.10 Employees may, at the Employer's discretion, donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-employees who are in critical need of leave due to a serious illness or injury of the employee or a member of his or her immediate family. An employee may not donate paid sick leave if it will result in the employee having less than forty (40) hours of accrued leave. An employee is not entitled to receive donated paid leave until he first exhausts all of his accumulated leave time. Employees may not actively solicit donations for paid leave. The Employer's discretion shall be reasonable and not exercised in an

arbitrary manner. The denial of participation in this benefit by the Employer shall be appealable through the Grievance Procedure.

17.11 Line employees with accumulated sick leave may take off forty-eight (48) hours of Health Leave per calendar year, while forty (40) hour employees with accumulated sick leave may take off two (2) regularly scheduled shifts of Health Leave per calendar year. Health Leave is to be used at the discretion of the employee and charged against the employee's accumulated sick leave entitlements. Employees shall submit their request for Health Leave not more than seventy-two (72) hours in advance of, and up to and including, the day requested. Line employees shall submit their requests for Health Leave to the Shift Commander; forty (40) hour employees shall submit their requests for Health Leave to the Fire Chief. Line employees may use Health Leave in increments of twenty-four (24) hours or twelve (12) hours, with twelve (12) hour requests being from 0800 to 2000 or 2000 to 0800 hours and shall be granted to the first member requesting the time off. No approval shall be granted by the Shift Commander if, at the time the request is submitted the requested Health Leave time off would result in an overtime cost to the City. Use of Health Leave shall be counted as absences for purposes of the Vacation Bonus in paragraph 17.07.

ARTICLE 18 RULES AND REGULATIONS

18.01 The Union agrees to comply with the departmental rules and regulations not in conflict with some express term of this Agreement, and acknowledges that it is the function of the Employer to establish, enforce and amend said rules and regulations periodically. The Employer shall supply said rules and regulations in printed form to the Union and each employee, any changes shall be communicated, in advance, to the Union President. The Employer agrees not to promulgate any rules, regulations or general orders which directly conflict with the express terms of this Agreement. Union bargaining unit members shall not be ordered or obligated to perform duties which are regularly performed by other City employees or Departments except pursuant to the policy(s) promulgated by the Safety Director from time to time.

ARTICLE 19 FUNERAL LEAVE

19.01 Employees shall be granted funeral leave time off with pay and which shall not be charged against sick leave. In the event of the death of a spouse, child, parent, brother, sister, grandparent, or grandparent-in-law, or a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, or grandchild of an employee covered by this Agreement shall be entitled to four (4) successive calendar days for forty (40) hour employees or one (1) tour of duty of funeral leave with pay.

19.02 Employees shall be permitted, with proper authorization, to take additional days for funeral leave when necessary, which shall be charged against any accumulated leave time, at the employee's discretion.

ARTICLE 20 HOLIDAYS

20.01 Each Employee within the bargaining unit covered by this Agreement who does not work a forty (40) hour workweek shall be entitled to six (6) tours.

20.02 For Employees who work a forty (40) hour workweek the following days are hereby declared to be legal holidays:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	COLUMBUS DAY
PRESIDENT'S DAY	ELECTION DAY
GOOD FRIDAY	VETERANS' DAY
MEMORIAL DAY	THANKSGIVING DAY
INDEPENDENCE DAY	FRIDAY AFTER THANKSGIVING
CHRISTMAS DAY	

20.03 If any day designated in Section 20.02 as a legal holiday for forty (40) hour employees falls on Sunday, the next succeeding Monday shall be a legal holiday. If any day designated in Section 20.02 as a legal holiday falls on Saturday, the last preceding Friday shall be a legal holiday.

20.04 Forty (40) hour Employees shall forfeit their right to a paid holiday if they are absent from work on the workday last preceding a holiday or the workday next following a holiday unless such absence is for purpose of vacation leave, hospitalization, or leave for death in the immediate family and such leave has been approved by the appropriate authority.

20.05 Employees working on Easter, Thanksgiving, and Christmas shall be allowed two (2) hours' time off without loss of pay for purposes of meals. Scheduling shall be in two (2) hour increments beginning at 8:00 a.m. and ending at 8:00 p.m.

20.06 All employees working on the following Holidays shall be compensated at time and one-half for all hours worked on said Holiday, unless the employee is not regularly scheduled to work the day but works the hours on overtime, when such payment shall be double time.

NEW YEAR'S DAY	LABOR DAY
EASTER SUNDAY	THANKSGIVING DAY
INDEPENDENCE DAY	CHRISTMAS DAY

20.07 For purposes of overtime compensation outlined in 20.06, a Holiday is deemed to start at 0800 hours the day of the Holiday and end at 0800 hours the next day.

20.08 Employees who have completed eighteen (18) years or more of service in the Parma Fire Department shall receive one (1) personal day each year, employees who have completed twenty-five (25) years or more of service in the Parma Fire Department shall receive two (2) personal days, to be taken during the calendar year. Employees eligible for personal days must use them during the calendar year or incur loss of same.

ARTICLE 21 VACATION

21.01 Definitions:

A. Vacation leave means leave with pay granted to full-time Employees of the bargaining unit as a reward for satisfactory service and as an incentive for future service. Vacation leave is earned in each calendar year and is to be taken only in the following calendar year. Vacations are not cumulative and must be taken in the calendar year as due, except as otherwise provided herein.

B. Continuous employment means, for purposes of vacation leave, an employee's period of employment with the Employer in which he is continuously employed by the Employer, including authorized leaves of absence and/or period when the Employee is laid off due to a reduction of employees in the bargaining unit, provided however, such layoff time does not exceed one year. Should the layoff period exceed one year, the rehiring of such employee shall constitute the start of a new period of employment for purposes of continuous service with the Employer. The period of layoff or authorized leaves shall not be considered as a break in service, however, time spent on leave or layoff shall not be credited towards continuous service.

C. When an employee is unable to utilize vacation due to a work related injury as determined by the Shift Commander, vacation shall be carried over to the following year or added to the employee's compensatory time bank.

21.02 Employees who work on the twenty-four (24) hour shift or tour of duty shall receive vacation leave with pay according to the following formula:

A. Each Employee who has completed less than one year of continuous employment with the Employer shall receive one tour of vacation (24 hours) off with pay for each two and one-half (2 1/2) months of employment for the first year of employment to a maximum of four (4) tours of duty for the first year of employment. The tours of vacation shall occur during the next or following calendar year of employment after the calendar year in which the individual began employment.

B. Each Employee who has completed one (1) year of continuous employment beginning with the first date of employment shall receive five (5) tours of duty as vacation, with pay, after such anniversary date.

C. Each employee who has completed six (6) years of continuous employment beginning with the first date of employment shall receive six (6) tours of duty as vacation, with pay, after such anniversary date.

D. Each Employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive eight (8) tours of duty as vacation, with pay, after such anniversary date.

E. Each Employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive ten (10) tours of duty as vacation, with pay, after such anniversary date.

F. Each Employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive twelve (12) tours of duty as vacation, with pay, after such anniversary date.

G. Upon completion of twenty-five (25) years of service, and each five (5) years of service thereafter, an eligible employee shall receive one (1) additional tour of duty (24 hours) of vacation. Employees on a forty (40) hour work schedule shall receive an additional day (10 hours) of vacation in the same manner.

21.03 Employees who work a forty (40) hour workweek shall receive vacation leave with pay according to the following formula:

A. Each Employee who has completed less than one year of continuous employment beginning with the first date of his employment with the Employer shall receive one workday (8 hours) off for each month worked to a maximum of eight (8) days of vacation, with pay. These days shall be taken in the following calendar year. The first full calendar year of employment, and thereafter, the Employee shall be credited in the following calendar year with a full two weeks or ten (10) days of vacation with pay.

B. Each Employee who has completed six (6) years of continuous employment beginning with the first date of employment shall receive three (3) weeks' vacation, with pay, after such anniversary date.

C. Each Employee who has completed thirteen (13) years of continuous employment beginning with the first date of employment shall receive four (4) weeks' vacation, with pay, after such anniversary date.

D. Each Employee who has completed eighteen (18) years of continuous employment beginning with the first date of employment shall receive five (5) weeks' vacation, with pay, after such anniversary date.

E. Each Employee who has completed twenty-two (22) years of continuous employment beginning with the first date of employment shall receive six (6) weeks' vacation, with pay, after such anniversary date.

21.04 The time of taking of vacations shall be subject to the approval of the appropriate department personnel. Any vacation not taken during the year in which it was accumulated may not be taken thereafter; any vacation not taken during the year in which it was accumulated as a result of an Employer requirement may be taken in the next calendar year.

21.05 During an employee's last one, two, or three years of service prior to eligibility for retirement with the employer, the employee, at his discretion, may work his scheduled holidays and scheduled vacation at the straight time rate of pay. An employee who elects this option shall receive each year's pay divided into twenty six (26) parts, and each part shall be added to the employees' regular bi-weekly salary. If the employee does not retire as scheduled, this option may not be exercised again.

ARTICLE 22

LONGEVITY

22.01 All Employees shall receive longevity payments after the completion of the required length of continuous full-time service pursuant to the following schedule:

Effective 7/1/12

After five (5) years	\$400.00 per year
After ten (10) years	\$800.00 per year
After fifteen (15) years	\$1,200.00 per year
After twenty (20) years	\$1,600.00 per year
After twenty-five (25) years	\$2,000.00 per year

22.02 Longevity payments shall be made in equal bimonthly payments.

22.03 Any layoff in excess of one year or any authorized leave of absence shall be considered as a break in service in the determination of continuous service except that such time spent in layoff or on leave of less than one year shall not be credited in calculating length of service.

ARTICLE 23

UNIFORM MAINTENANCE ALLOWANCE

23.01 All newly hired employees shall be provided with all personal protective equipment and any other safety equipment required by law or the Employer. In addition, the Employer will provide the employee with all station wear as required by the Employer for the first two years of employment.

23.02 All employees, after two (2) years of employment, shall receive an annual cash payment in the amount of one thousand four hundred (\$1,400.00) dollars for uniform and clothing maintenance. This payment shall be made no later than May 31st of each year.

23.03 The payment under this provision shall be made within thirty (30) days of the annual inspection, but in no instance later than May 31st. Union employees shall purchase, using such clothing allowance, fire restrictive station wear as recommended by the Union safety Committee with the approval of the Chief.

23.04 This allowance shall be for the purpose of maintaining uniforms and for the purpose of securing additional or replacement uniforms as required by the Employer. The Employer shall furnish, at no cost to the employee, all protective clothing or devices required by the Employer. All protective clothing or devices provided by the Employer shall remain the property of the Employer, except only as provided in Article 28, Section .03 of this Agreement.

23.05 The Director of Public Safety and/or the Fire Chief or their designees shall conduct an annual, or as necessary, inspection of the uniform and clothing of each employee of the Fire Division. Upon inspection, if it is determined that such uniform and/or clothing has not been properly maintained, or is found to be in disrepair or in any way found to be contrary to the rules and regulations set forth in the Division, the employee shall have a reasonable period of time to comply with the order to replace or repair such uniform and/or clothing, and if the employee fails

to comply such employee shall be subject to disciplinary measures as set forth in the rules and regulations.

23.06 Any Employee of the bargaining unit whose uniform or clothing is damaged as a result of carrying forward his official duties and during the course and within the scope of employment may have such damaged uniform and/or clothing replaced at the cost of the Employer. The aforementioned damaged uniform and/or clothing shall be presented for inspection to the Chief of Fire and, upon the recommendation of the Chief, together with the approval of the Director of Public Safety, a requisition shall be placed for the purchase of replacement uniform and/or clothing for the damaged uniform and/or clothing which shall be paid from the appropriate account of the Division of Fire.

23.07 The Employer agrees that in the event it makes a change in the employee's uniform which requires the purchase of additional items by the employee, the Employer will reimburse the employees for the cost of the items.

ARTICLE 24 INSURANCE

24.01 The Employer shall provide medical insurance benefits of a managed care system pursuant to Appendix A, and vision eye care, for all employees. Employees shall pay ten (10%) percent of the monthly premiums for all insurance, except life insurance. In the event any other group of employees within the Employer, excluding the Municipal Court Judges and clerks controlled by the Judges, is provided an insurance plan more beneficial than the plan described herein, subsequent to the present round of bargaining, then such plan shall be offered to this bargaining unit. New hires shall receive insurance coverage on their date of hire. The Employer shall contribute to an HMO an amount not to exceed its contribution to the PPO.

A. There shall be a twenty (\$20.00) dollar co-pay for all name brand and formulary prescriptions and a ten (\$10.00) dollar co-pay for all generic and formulary prescriptions and a thirty (\$30.00) dollar co-pay for name brand and non-formulary prescriptions when a generic or formulary substitute is available.

B. An employee on a maintenance prescription shall only be eligible for up to two (2) months of prescription coverage outlined in Subsection A. After the first two (2) months, an employee must utilize the mail order prescription program. Failure to utilize the mail order prescription coverage will result in no prescription coverage and the employee will be responsible for the full cost of the prescription.

C. The co-pay for preventative dental care shall be ten (\$10.00) dollars per visit.

24.02 The Employer reserves the right to continue to self-insure or utilize an insurance carrier, at its discretion, to provide such coverage.

24.03 The Employer shall provide and pay the cost of the existing \$25,000.00 Life Insurance Policy.

24.04 Effective February 1, 2008, all premium payments and all healthcare benefits paid or provided to retired employees will not be provided to any employee retiring subsequent to this date.

24.05 Effective July 1, 2006, all present retirees and any retiree who retires prior to February 1, 2008 shall be eligible to receive benefits paid by the Employer as provided under the Parma Retiree Reimbursement Plan as outlined in Appendix B of this Agreement, which shall be modified as follows:

a. Effective March 1, 2007, the maximum insurance premium reimbursement shall be limited to five hundred (\$500.00) dollars per month for all "two-party" and "family" plans. In the event the cost of the insurance is reduced by the employee's spouse being eligible for Medicare or any other authorized cost reduction, the above amount shall be reduced by the amount of the savings. The maximum insurance premium reimbursement shall be limited to two hundred (\$200.00) dollars per month for the "single" plan. In the event more than ten (10) employees retire before February 1, 2008, the monthly insurance premium reimbursement, pursuant to this paragraph, shall be reduced to an amount that results in the cost of the additional retirees is expense neutral to the Employer.

b. Effective March 1, 2007, all payments for co-pays, co-insurance, deductibles, prescriptions and any other expenses previously reimbursable under this plan are discontinued and terminated.

24.06 The Employer shall establish an Insurance Committee of one (1) to two (2) representatives from each of the City's bargaining units, if they choose to be represented and a minimum of one (1) representative of the Employer. The Committee shall meet at least once a month for the purpose of exploring cost saving measures and/or alternative health plans. The Committee shall make recommendations regarding health care coverage and such recommendations shall be presented to each bargaining unit as well as to the City Administration. This Committee shall be administered pursuant to Appendix C, attached hereto.

ARTICLE 25 SALARY SCHEDULE

25.01 Effective January 1, 2013, all employees shall be paid according to the following schedule:

<u>Rank</u>	<u>Rate</u>
Cadet Firefighter 1 st yr.	\$46,435.00
Cadet Firefighter 2 nd yr.	\$49,500.00
Firefighter 3 rd yr.	\$54,430.00
Firefighter 4 th yr.	\$57,462.00
Firefighter 5 th yr. +	\$61,818.00
Lieutenant	\$69,138.00
Inspector Fire Prevention	\$70,653.00
Captain	\$81,546.00

25.02 Effective January 1, 2014, all employees shall be paid according to the following schedule:

<u>Rank</u>	<u>Rate</u>
Firefighter 1 st yr.	\$46,435
Firefighter 2 nd yr.	\$49,500
Firefighter 3 rd yr.	\$54,430
Firefighter 4 th yr.	\$57,462
Firefighter 5 th yr. +	\$63,498.00
Lieutenant	\$70,818.00
Inspector Fire Prevention	\$72,333.00
Captain	\$83,226.00

25.03 Effective January 1, 2013, all paid overtime shall be paid in accordance with the following schedule:

<u>Rank</u>	<u>48 Hr. Base</u>	<u>48 Hr. Overtime</u>	<u>48 Hr. Emerg. Rate</u>
Cadet FF 1 st yr.	\$18.60	\$27.90	\$34.49
Cadet FF 2 nd yr.	\$19.84	\$29.76	\$35.69
FF 3 rd yr.	\$21.81	\$32.71	\$39.25
FF 4 th yr.	\$23.02	\$34.53	\$41.44
FF 5 th yr. +	\$24.77	\$37.16	\$44.58
Lieutenant	\$27.70	\$41.55	\$49.86
Captain	\$32.67	\$49.01	\$58.80

<u>Rank</u>	<u>40 Hr. Base</u>	<u>40 Hr. Overtime</u>
Inspector	\$33.97	\$50.96
Captain	\$39.20	\$58.80

25.04 Effective January 1, 2014, all paid overtime shall be paid in accordance with the following schedule:

<u>Rank</u>	<u>48 Hr. Base</u>	<u>48 Hr. Overtime</u>	<u>48 Hr. Emerg. Rate</u>
FF 1 st yr.	\$18.60	\$27.90	\$34.49
FF 2 nd yr.	\$19.84	\$29.76	\$35.69
FF 3 rd yr.	\$21.81	\$32.71	\$39.25
FF 4 th yr.	\$23.02	\$34.53	\$41.44
FF 5 th yr. +	\$25.44	\$38.16	\$45.80
Lieutenant	\$28.37	\$42.56	\$51.08

Captain	\$33.34	\$50.01	\$60.02
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Rank	40 Hr. Base	40 Hr. Overtime
Inspector	\$ 34.78	\$52.17
Captain	\$40.01	\$60.02

25.05 The above rates for Fire Inspector shall reflect at least one thousand dollars (\$1,000.00) annual difference between rank of Lieutenant and Fire Prevention Officer.

25.06 Employees who are required to carry an Employer provided pager or cell phone, or an approved employee owned cell phone (receives pages and messages) while on off-duty status, shall receive additional compensation in the amount of twenty (\$20.00) dollars per week.

ARTICLE 26 WORKWEEK, OVERTIME, COMPENSATORY TIME

26.01 Workweek. Except as otherwise provided herein, the workweek of the Division of Fire shall average forty-eight (48) hours per week. The Division of Fire shall be divided into a three platoon system, each platoon to work a twenty-four (24) hour tour of duty, followed by a forty-eight (48) hour off duty period. Shift change and start of duty for all uniformed personnel shall be 8:00 a.m. Return to service during the forty-eight (48) off duty hours shall be for emergencies or as otherwise determined by the Chief of the Division. However, personnel shall not be assigned to more than forty-eight (48) hours of consecutive emergency response duties without at least twelve (12) hours off before his or her next emergency response assignment.

The forty-eight (48) hour workweek shall consist of one (1) twenty four (24) consecutive hour tour of duty, followed by forty-eight (48) consecutive hours off work, with an additional twenty-four (24) consecutive hours off work once every twenty-one (21) consecutive days, so that no employee shall average more than forty-eight (48) hours per week within said twenty-one (21) consecutive day period. This additional twenty-four (24) hours off work shall be chosen by rank and seniority each November for the following year.

26.02 Overtime. An employee who works overtime shall have the option of choosing overtime pay or compensatory time. Overtime shall be earned when an employee works in excess of the regular scheduled hours as defined in Article 26.01 of this Agreement.

Employees who elect compensatory time shall earn one and one-half (1 1/2) hours of compensatory time for each hour of overtime worked. Employees may accumulate up to four hundred eighty (480) hours of compensatory time. For each compensatory time granted off duty, one (1) hour shall be charged against the accumulated compensatory time credit. Compensatory time shall be the approval of the Chief or his designee. If during any payroll period an employee has four hundred eighty (480) hours of compensatory time, all overtime worked in that payroll period shall be by cash payment.

Employees who elect paid overtime shall be compensated at a rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay for work which is not associated with emergency situations. Overtime worked associated with an emergency shall be compensated at a rate equal to one and one-half (1 1/2) times a forty (40) hour work week.

In order to be eligible for an overtime day, an employee must work his last complete regular scheduled work day prior to, and his first complete regularly scheduled work day after the overtime day.

If an employee is off sick on his last complete regularly scheduled day prior to an overtime day, the employee shall not be eligible for an overtime day until he works his next complete regularly scheduled shift.

Any employee previously scheduled for an overtime day, who is sick his regularly scheduled day before, or who takes off sick the first regularly scheduled day after the overtime day shall not be entitled to any premium pay for time equal to the length of sick time used, but shall receive straight time pay.

26.03 All claims for overtime shall be approved by the Chief of Fire and Director of Public Safety. Records of overtime accumulated and used shall be forwarded to the City Auditor within seven (7) days of such accumulated time or when time is taken so as to become permanent record of the Employer. If election for compensatory time is not made or not made in a timely fashion, then overtime shall be compensated in the next available payroll.

26.04 All Employees selecting holiday, vacation, or Kelly Day time off shall use the following selection procedure as currently in effect:

All selections shall be made according to rank and seniority by shift strength of the affected group of Employees. The selection process shall proceed from the Senior Ranking Officer and shall end with the Junior Fire Fighter. Vacation and holiday selections shall be in accordance with department policy currently in effect. The first pick of a vacation period shall be for two consecutive weeks and no other selections can be made until all other employees of the affected group have chosen in accordance to the procedure outlined above.

During the annual selection of Kelly and vacation days there will be no more than two (2) officers off on the same Kelly Day. There will be a minimum of two (2) officers scheduled on duty for any given day throughout the year.

26.05 For Employees of the Division who upon discharge, resignation, death or retirement from the Division have accumulated compensatory time due shall be paid for such compensatory time as follows:

- 1) at the average regular rate of pay received by that employee during his last three (3) years of employment or;
- 2) at the Employee's final regular rate of pay at his termination whichever is greater.

26.06 Should an employee's scheduled vacation or holiday time off conflict with a scheduled Kelly Day, the employee shall be entitled to add twenty-four (24) hours to his/her compensatory time credit total or reschedule the vacation day prior to January 1st of the upcoming year.

26.07 The hours of employment as provided within this section (including the limitation on consecutive hours worked) shall not apply to any Officers or Employees of the Division who are assigned to perform duties other than that of firefighting and whose work does not require them to be on duty constantly for a platoon period system or employees granted light duty status for a limited time.

26.08 When an employee is called in for emergency overtime that does not abut the employee's scheduled workday, the Employee shall be paid for a minimum of three (3) hours at a rate of time and one-half. Such payment shall be based on a forty (40) hour workweek according to the Employee's rate of pay at the time the overtime is worked. Emergency overtime shall only include those situations where an employee is actually and physically involved at an emergency site including all special team call-outs or manning reserve apparatus.

When an employee is called in for any other purpose other than above, providing the time does not abut the employee's scheduled workday, the employee shall receive a minimum three (3) hours at regular time and one-half, with the exception of training. Payment for such emergency overtime worked shall be included in the next possible pay period.

26.09 The Employer will allow the use of at least twenty-four (24) hours of accrued compensatory time hours per calendar day. The use of compensatory time hours by Fire Fighters shall be subject to all applicable statutes, regulations, and law. The Employer's compensatory time system shall be administered in the following manner:

- a. After the annual manpower schedule is determined by each shift commander, all anticipated available compensatory time (no less than 24 hours per shift) shall be posted for the upcoming calendar year on the Employer's intranet. Additionally, Fire Fighters shall be notified via their Employer email accounts of available compensatory time hours.
- b. Should compensatory time above twenty-four (24) hours per shift become available throughout the year for any reason, Fire Fighters shall be notified by email to allow other Fire Fighters an opportunity to apply for available compensatory time.
- c. The shift commander, or his/her designee, shall maintain a compensatory time list, which shall be maintained and posted on the Employer intranet, similar to the Fire Fighter's overtime list.
- d. If more than one Fire Fighter requests to use compensatory time hours during the same shift, decisions with respect to which Fire Fighter shall be entitled to use the compensatory time hours shall be made based on the following criteria: the Fire Fighter with (1) the most seniority and (2) the least amount of compensatory time

used in the calendar year shall be awarded use of the requested compensatory time hours.

- e. A Fire Fighter must request to use earned compensatory time hours no later than thirty (30) days prior to the date on which he seeks to use his earned compensatory hours. A Fire Fighter may request to use earned compensatory time hours less than thirty (30) days prior to the date on which he seeks to use his earned compensatory time hours, and the Employer may approve this request at its discretion, provided that the granting of such a request does not unduly disrupt the operations of the fire department. The mere creation of overtime, by itself, as a result of the use of compensatory hours does not constitute an “undue disruption”.
- f. On days that staffing in the fire department exceeds the minimum staffing level, compensatory time may be approved by the shift commander, or his/her designee, on that day, so that personnel above the minimum staffing level may use compensatory time hours.
- g. After a Fire Fighter requests to use earned compensatory time hours, the shift commander, or his or her designee, shall grant the request provided that it does not unduly disrupt the operations of the fire department. The mere creation of overtime, by itself, as a result of the use of compensatory hours does not constitute an “undue disruption”.
- h. Once the shift commander, or his or her designee, grants an employee’s request to use compensatory time hours, the request shall be forwarded to the Fire Chief for approval. The Fire Chief shall grant the request, provided that granting the request does not unduly disrupt the operations of the Fire Department. The mere creation of overtime, by itself, as a result of the use of compensatory time hours does not constitute an “undue disruption.”
- i. If a Fire Fighter that has been granted his request to use earned compensatory time wishes to cancel his request, he must do so no later than forty-eight (48) hours in advance of the date on which he was scheduled to use his earned compensatory hours. Those compensatory time hours will then be made available to all Fire Fighter’s on the shift via the Employer’s intranet system and email system, and may be awarded at the Employer’s discretion.
- j. Once a Fire Fighter uses his compensatory hours, the Fire Fighter’s compensatory time bank shall be reduced by the number of compensatory time hours he used.

ARTICLE 27 EDUCATIONAL AND OCCUPATIONAL WAGE SUPPLEMENTS

27.01 All state-certified Fire Safety Inspectors who are assigned duty as Fire Safety Inspectors shall receive an annual payment of two hundred dollars (\$200.00) per year.

27.02 All state-certified Emergency Medical Technician-Ambulance (EMT-B) card carriers shall receive an additional four hundred dollars (\$400) per year.

27.03 All state-certified Emergency Medical Technician-Paramedic (EMT-P) card carriers shall receive an additional five hundred dollars (\$500) per year.

27.04 State-certified Emergency Medical Technicians shall be entitled to receive the above stated additional payments under only one of the EMT categories at the Employee's highest level of certification.

27.05 Employees who are assigned to ambulance duty shall, in addition to their regular pay, receive two dollars (\$2.00) for each hour so worked.

27.06 Any employee who is assigned to, or is designated to work, in a higher pay wage rated position or classification, shall receive the hourly pay rate of the position or classification for each hour worked.

27.07 All payments for Educational and occupational wage supplement Articles 27.01, 27.02, 27.03, 27.04, 27.05 and 27.06 will be paid in a separate check in the last pay period in November.

ARTICLE 28 PENSION AND RETIREMENT

28.01 The Employer shall maintain the "pension pickup" plan currently in effect, which is approved by the Internal Revenue Service and the Ohio Police and Firemen's Disability and Pension Fund.

28.02 Upon retirement of a Full-time Employee who has not less than ten (10) years of continuous service with the Employer and who has qualified for retirement benefits from the State of Ohio Police and Firemen's Disability and Pension Fund, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement on the following basis:

1. All employees shall receive an amount equal to one-third (1/3) of their total unused sick leave to a maximum of two thousand one hundred sixty (2,160) hours provided that such resulting numbers shall not exceed seven hundred twenty (720) hours. Payment shall be at the forty (40) hour pay rate.

2. Payments shall be included in the last paycheck due the employee prior to the last official day of work in the case of retirement and, in the case of death, payment shall be made to the Employee's estate.

28.03 Upon retirement, each employee shall be permitted to retain his fire helmet as his own property. If death should occur while still an active employee of the Division of Fire of the City of Parma, then the employee's helmet shall be given to a member of the employee's immediate family.

ARTICLE 29 DUTY INJURY LEAVE

29.01 Whenever an employee is injured due to his participation in firefighting duties of a high risk nature, including ambulance calls and training in firefighting procedures of a hazardous

nature, whereby serious injuries or burns are sustained through the collapse of buildings or parts thereof, or because of other accidents which occurred at a fire scene or during response in a fire vehicle, the employee shall be eligible for injury leave in accordance with the provisions of this Article. In those cases where the Employer appeals a claim, and where an employee's injury prohibits him from working "light-duty" or "TWT", and the only medically approved treatment is surgery or an MRI is required to determine the type of treatment and injury, the one hundred eighty (180) day time limit be extended from the date of the Employer's appeal to the date of initial determination by Workers' Compensation, provide the approval was to delayed by the employee or employee's physician.

29.02 An employee who is disabled as a result of the performance of non-hazardous duties within the scope of his employment, if such disability prevents him from performing his duties, shall be paid his regular compensation during the continuance of such service-related disability, but for a period not to exceed one hundred eighty (180) calendar days from the date such service-related disability was incurred. During such injury leave, compensation shall be paid in accordance with this section whether or not the regular employee has accumulated sick leave. In the event accumulated sick leave is available, however, and a service-related disability within the meaning of this paragraph is incurred, the first one hundred ninety-two (192) work hours of said service-related disability shall be charged to said employee's accumulated sick leave credit, or if less than one hundred ninety-two (192) hours of accumulated sick leave credit is available, the existing sick leave credit shall be charged and any remaining service-related disability shall be charged to injury leave. In no event will an employee receive more than his regular compensation while on injury leave.

29.03 An employee claiming injury leave shall file a claim for such stating all the facts and circumstances with the Director of Public Safety. The Director shall review the application and participation in firefighting on emergency duties of a high risk nature. If the Director so finds, he shall order salary payment from the regular payroll account, upon presentation of proof of disability from the employee's attending physician. The Employer may require the employee to submit to the examination to determine ability to work.

29.04 To be eligible under this provision the employee must report in writing to a superior by the close of the shift of the incident forming the basis of the injury even if the injury itself does not immediately develop or does not immediately appear serious. Gross negligence should not be a contributing factor in causing a serious injury resulting in a claim.

29.05 Such benefits shall commence upon the seventh (7th) calendar day from the start of such period of disability and shall continue for six (6) months from such date. This seven (7) day waiting period is waived if the Fire Fighter is injured while on duty and sent home by a doctor and/or hospital per Section 29.06 or the employee is involved in a severe traumatic experience per Section 29.07.

29.06 Fire personnel who are injured while on duty and are sent home by a doctor and/or hospital shall be paid for the remainder of the tour of duty from regular wages. Written confirmation of injury is necessary for this section to apply. An employee being sent home during

a tour of duty because of injury will in no way affect his or her entitlement as stated in Article 17 of this Agreement

29.07 While performing his tour of duty, a Fire Fighter who is involved in a severe traumatic experience that causes him abnormal psychological or emotional instability may be placed on administrative leave with pay by the Shift Commander or the appropriate supervisor for the remainder of that tour of duty. Administrative leave will not be deducted from the employee's sick leave.

29.08 Any employee thought to have been injured or exposed to a toxic substance and sent to the Hospital for treatment or test, by the Chief or his designee and Workers' Compensation subsequently determines that there was no injury sustained, shall have all bills pertaining to the employee's treatment be the responsibility of the City of Parma.

29.09 The Employer may require employees on injury leave to work "light duty" or a "temporary work level" program, providing the employee is cleared to perform such tasks by his physician.

ARTICLE 30 FIRE PREVENTION BUREAU

30.01 The existing Bureau of Fire Prevention in the Division of Fire is hereby maintained. The Bureau shall operate under the supervision of the senior ranking inspector and control of the Fire Chief.

30.02 Inspector(s) assigned to the Bureau of Fire Prevention shall not work less than forty (40) hours of non-firefighting duties per week unless the Safety Director and Chief of Fire determine that the Inspector(s) shall be assigned to the platoon schedules similar to the fire fighting force. The Inspector(s) of the Bureau shall be appointed under Civil Service by the Safety Director on the basis of competitive examination of employees of the Division of Fire to determine their qualifications. Appointments shall continue during good behavior and satisfactory service and Inspector(s) shall not be removed from office except for cause as prescribed by the disciplinary procedures of this Agreement. Inspector(s) also shall be certified as required by the State of Ohio under Ohio Revised Code 3307.07.

30.03 The Director of Public Safety, under the advisement of the Chief of Fire, temporarily may assign Fire Fighters, working a platoon shift, to perform fire prevention duties during eight hours of their assigned shifts. Said Fire Fighters shall qualify for such duties through successful certification under Ohio Revised Code 3303.07, along with a documented request to the Chief by the Fire Fighter to perform such duties. Temporary assignments shall not exceed one year without an annual review by the Chief of Fire and renewal of the Fire Fighter's documented request to continue in said position.

30.04 Fire Fighters temporarily assigned to the Bureau shall be compensated at a flat rate of Twenty Dollars (\$20.00) per tour of duty, beyond that of their normal hourly rate as a Fire Fighters will performing their assigned eight (8) hours within the Bureau as a part of their overall twenty-four (24) hour tour of duty. This additional compensation shall be included in their pay in the pay period immediately following the period of time during which the assignments occurred.

30.05 Earned overtime by the Inspector(s) of the Bureau of Fire Prevention beyond that of the normal forty (40) hour workweek shall be governed by the overtime provisions of the Agreement. Emergency overtime hours for Inspector(s) classified as emergency overtime hours shall also be governed by provisions of the Agreement.

30.06 The normal forty hour work week shall be comprised into four ten hour work days per week. The work day shall commence at 7:00 a.m. and end at 5:00 p.m. The resulting, non-working fifth day of the normal Monday through Friday work week shall be picked on the basis of seniority within this rank as the Inspector's off day. Except during vacation times, one inspector shall always be on duty on the day of the week his fellow inspector has chosen to be his weekly off day.

ARTICLE 31 MISCELLANEOUS

31.01 Medical Examination. In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination.

31.02 Pay. The Employer will make reasonable effort to issue regular pay by direct deposit every other Thursday or Wednesday, if Thursday is a holiday. Employees shall receive confirmation of pay deposit in writing upon issuance of pay. Specialty pay or reimbursement may be paid by check to the employee.

31.03 In the interest of sound labor/management relations, the Mayor, the Safety Director and/or an appropriate designees shall meet quarterly with not more than three (3) representatives of the Union to discuss pending problems or issues of concern and to review rules and regulations and general orders and policies to promote a more harmonious labor/management relationship.

It is further agreed that if special labor/management meetings have been requested, they shall be convened as soon as feasible.

Up to two (2) employee representatives, who are scheduled to be at work during the time of labor/management committee meetings, shall be allowed to attend the meetings with no loss of pay. It is further agreed that any on duty employee may be required to return to work if an emergency arises during the meeting.

31.04 Jury Duty. Any employee of the Fire Department serving on jury duty shall continue to receive his regular rate of pay during said jury duty. The employee who serves on jury duty shall return to the Employer any compensation received as a result of service on a jury.

31.05 Continuing Education. The Employer will pay for tuition cost of all courses the Employer requires the employee to attend. The Employer shall reimburse all employees for costs incurred for books, fees and tuition for any successfully completed course related to fire or emergency medical service curriculums that had prior approval by the Safety Director and Fire Chief,

31.06 Trading Time. Employees of the Division of Fire shall have the right of trading three hundred twelve (312) hours, annually, as long as the trade does not interfere with the operation of the Fire Department. In no instance shall the trade of time result in overtime liability for the

Employer or an employee working in excess of forty-eight (48) consecutive hours (with the exception of non-response work). Notification of the trade of time shall be made on proper forms, in advance, to the Shift Officer through the chain of command by all parties involved. Shift officers shall designate an acting shift officer during their trade of times.

1. All trading of time involving probationary employees shall be subject to the approval of the Chief.

2. Any employee trading in excess of three hundred twelve (312) hours per calendar year shall have excess trades approved by the Chief.

3. Employees submitting requests for trades of time shall specify in the trade forms the times (date and hours) subject to trade.

4. All trades shall be paid back within twelve (12) months of the initial trade date, or within a longer period if approved by the Fire Chief.

31.07 Mileage. In addition to salary specified in this Agreement, employees who are not furnished Employer vehicles for use in the performance of their duties shall be reimbursed for mileage in an amount as determined by the City Auditor for all mileage so traveled. Such travel must have prior written approval of the Mayor, Safety Director, and the Chief of Fire.

ARTICLE 32 SAFETY MANNING

32.01 Safety Manning. Sufficient Fire Suppression Personnel shall be maintained on duty and available for fire suppression activities. The Employer and Union shall make a good faith effort to mutually agree on the number necessary to meet the basic fire suppression needs of the Employer. If personnel are not available to meet this requirement, employees shall be recalled to overtime.

32.02 The City shall make a reasonable good faith effort to assign a minimum of three (3) Fire Fighters to the Pumper or Ladders (as presently constituted) designated by the Safety Director or the Fire Chief as the front line equipment.

ARTICLE 33 VACANCIES & TRANSFERS

33.01 Any non-probationary employee of the Fire Department can at any time request a transfer. Request for transfers must be submitted to the Fire Chief's office in writing. In the event there is no opening the request will be held in the Fire Chief's office for consideration for the next opening.

33.02 All positions that become available due to promotion, transfer, retirement, resignation, death or other separation, the Employer shall first grant non-probationary employees the opportunity to bid on filling the position by lateral transfer. Notice of the position to be filled by lateral transfer shall be posted via email to all Employees, for a period of at least twelve (12) days. Such positions shall be considered open for written bid during this twelve (12) day period.

33.03 In the event more than one (1) employee submits a written bid to the Employer for the positions of Fire Fighter or Lieutenant, the position shall be filled by the bidding employee with the greatest seniority unless the employee's work record renders him substantially unqualified to fill the position. In the event that more than one (1) employee submits a written bid to the employer for the position of Captain, the Fire Chief shall select the employee that most satisfies the objective criteria set forth in Appendix D of the CBA.

33.04 In the event no bid is received for the posted Fire Fighter or Lieutenant position, the Fire Chief may assign any employee within the respective rank to the open position. In the event no bid is received for the posted Captain position the Fire Chief may assign the least senior Captain to the open position.

33.05 All newly promoted Officers and probationary employees shall be assigned to a company at the discretion of the Chief and they shall be ineligible to submit a transfer request for a period of one (1) year from date of promotion or completion of probationary period without permission of the Fire Chief. However, a newly promoted Officer's assignment to a company may not supersede a more senior Officer's rights to bid on filling an open position by lateral transfer.

33.06 The annual re-assignment of shifts must be completed prior to the selection of vacations.

33.07 The Fire Chief may transfer up to three (3) employees per shift during the year, separate from the lateral transfers subject to bid under Section 33.02 (posting) and separate of the annual shift re-assignment under Section 33.06. If the reassignment involves two (2) employees, with each being assigned to the others assignment, this will be counted as one of the three transfers, not two. In the event employees elect and are permitted to "swap" assignments, this will not count as one of the Fire Chief's transfers. Employees may not be transferred more than once per calendar year without his/her approval and the approval of the Fire Chief. Transfers conducted under the terms of this Section (33.07) shall not be utilized to fill open positions as described in Section 33.02.

33.08 In the event a specialized unit is implemented within the Department, the Chief must post a listing detailing the qualifications required for the unit, employees shall be selected by the Fire Chief on the basis of qualifications with consideration given to past performance. Employees not continuing to meet the requirements of the assigned team will be reevaluated for assignment to the team by the Fire Chief.

ARTICLE 34 MILITARY LEAVE

34.01 Employees shall receive military leave in accordance with the relevant provisions of the Ohio Revised Code; 5923.05.

ARTICLE 35 PARAMEDICS

35.01 The Parma Fire Department shall maintain a minimum of sixty (60) firefighter paramedics and six (6) paramedic officers.

35.02 The Fire Chief will assign a minimum of four (4) paramedic firefighters to each of the medic unit stations.

35.03 Staffing of Medic Units shall be with consideration of seniority; senior medics will be assigned medic duty less than junior medics unless they desire to ride more.

35.04 Paramedics with fifteen (15) or more years of service with the PFD shall be assigned to the Medic Unit no more than three (3) days per month, unless the medic desires to ride more.

35.05 Paramedics with eighteen (18) or more years of service with the PFD shall be assigned to the Medic Units no more than two (2) days per month, unless the medic desires to ride more.

35.06 With the City/Fire Department maintaining adequate staffing at the medic stations (35.02), the City and the Union recognize that occasionally there may be insufficient medics at a station and this may require that a member with fifteen (15) or more years of service to ride additional tour (s) of duty on the medic unit.

35.07 All employees of the Parma Fire Department will maintain certification at the paramedic or EMT-B level with the State of Ohio, Parma Fire Department and the department's medical control. All employees will maintain sufficient requirements as their level of certification dictates including protocol familiarization, inclusion on the department's drug license and familiarization with our department's policies and procedures.

35.08 The Employer will continue to offer sufficient continuing education to enable all employees to maintain the level of certification. Employees that obtain their required state continuing education outside of the department will do so at their own expense and will submit the required documentation to the PFD EMT Office.

35.09 On or before August 1st of each year, the Fire Chief shall post a notice in each station for a period of thirty (30) days, indicating the anticipated number of positions in excess of the required sixty (60) firefighter paramedics which could cease regular medic assignment or re-certify at the level of EMT-B. Probationary employees will not count towards the minimum of sixty (60) until they have completed the first year of probation.

35.10 Provided the required minimum of sixty (60) firefighter paramedics is exceeded, paramedics with fifteen (15) or more years of service as a Parma Firefighter shall choose one of the following:

1. Maintain paramedic certification and continue regular medic assignment as stated in 35.04 and 35.05;
2. Maintain paramedic certification and cease regular medic assignment;
3. Request to recertify as an EMT-B as described in 35.07.

35.11 Each year, prior to September 15th, a paramedic that will have completed fifteen (Section 35.10) or more years of service as a Parma Firefighter prior to the end of the calendar year, and

meeting the requirements of this Article, desiring to cease regular medic assignment or recertify as an EMT-B with the State of Ohio shall indicate their intentions to the Employer by submitting their written request to the Fire Chief. The Chief shall grant requests by seniority within the Department.

35.12 The assignment parameters contained within the previous sections shall not apply to paramedics while working overtime shifts or trades of time. Any certified paramedic can be assigned to medic duty while working overtime or trades of time.

35.13 All special duty assignments and special classes related to EMS in any way will be offered to the sixty (60) firefighter paramedics described in 35.01 prior to other paramedics as determined by the PFD EMS Coordinator.

35.14 Newly hired EMT-Bs will be required to begin paramedic school within two years of employment with the Department. As a condition of employment, every newly hired employee will complete medic school and become a State Certified Paramedic by passing the certifying exam, state or national registry. Employees unable to attain their paramedic certification within six (6) months of course completion, shall be terminated. 35.15

35.15 Employees hired (sworn in) after January 1, 2004 will be required to remain a paramedic for their entire career with the Parma Fire Department, Employees hired prior to January 1, 2004 will not be held to any proceeding contractual agreement that requires certifications or obligations for a period of time which exceeds the requirements of this Article unless mutually agreed to by the Employer and the (employee) Union.

ARTICLE 36 SAVINGS CLAUSE

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

ARTICLE 37 PROMOTIONS

37.01 All promotions to the ranks above Fire Fighter (Fire Inspector, Lieutenant, Captain, Assistant Chief, Fire Chief, etc.) shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

37.02 Whenever a vacancy occurs in a promoted rank in the Fire Department, that vacancy shall be filled within ten (10) days of the vacancy from the promotional list described herein. The City shall maintain, through its Civil Service Commission, an active promotional list for all ranks within the Fire Department. Prior to any promotional list expiring, a Civil Service examination shall be given and a promotional list of successful applicants shall be compiled in accordance with the rules and regulations of the Civil Service Commission, except as stated in this Agreement.

(a) In order for a Fire Fighter to be eligible to take the Lieutenant's promotional examination, the Fire Fighter must have served at least five (5) years in the rank of Fire Fighter by the time of the written examination. In order for an officer to be eligible to take the promotional examination for the next higher rank, the officer must have served at least one (1) year in the rank from which the promotion is being made, with the time period measured from the date of the prior promotion to the date of the promotional examination. If there are less than two (2) candidates eligible and willing to take the promotional examination, the Civil Service Commission shall open the test to those full-time employees of the Fire Department in the next lower rank.

(b) Notice of the promotional written examination and assessment center dates will be posted for a minimum of thirty (30) days prior to the date of the written examination. The posting shall contain a description of the source material from which the examination questions are prepared.

(c) In order to advance in the promotional process, promotional candidates must first obtain a passing score on the written examination. A passing score shall be considered a minimum of eighty percent (80%). Candidates taking the written examination shall be notified in writing of their written examination score, including specification as to whether they have passed, and if so, instructions on the next stage of the promotional process.

37.03 Promotional candidates passing the written examination shall be evaluated by an assessment center. The assessment center shall be selected and paid for by the Employer. Assessment center evaluations shall be completed within sixty (60) days of service of notice of written examination results.

37.04 Scoring results for the position of Lieutenant, Fire Inspector and Captain from the written examination and assessment center evaluations shall have a combined one hundred (100) points with fifty (50%) percent coming from the written examination and fifty (50%) percent coming from the assessment center. Results for the positions of Assistant Chief and Fire Chief from the written examination and assessment center evaluations shall have a combined total value of one hundred (100) points with forty (40%) percent coming from the written examination and sixty (60%) coming from the assessment center. This total, in addition to each candidate's seniority points, shall be provided as a combined score to the oral review board. Each candidate will be provided with their individual scores for each category. Seniority points are awarded based on the candidate's seniority on the date of the written promotional examination. For all officer promotions except for Assistant Chief and Fire Chief up to a maximum of the top ten (10) promotional candidates scoring highest on the combined scores of the written examination, assessment center evaluations, and seniority points (as currently awarded by the Civil Service Commission) will advance to the oral review stage of the promotional process. For promotions to Assistant Chief or Fire Chief up to a maximum of the top three (3) promotional candidates scoring highest on the combined scores of the written examination, assessment center evaluations, and seniority points (as currently awarded by the Civil Service Commission) will advance to the oral review stage of the promotional process.

37.05 Within fourteen (14) days after the scoring results of Section 37.04 are compiled, the oral review board shall schedule and provide the promotional candidates notice of their oral

interviews. The oral review board for all officer promotions, except for Assistant Chief and Fire Chief, shall consist of the following: five (5) persons (A) the Fire Chief; (B) the Safety Director; (C) an Arbitrator selected from the Panel listed in the Arbitration Procedure; (D) one employee from the rank where the vacancy exists, to be appointed by the Union President of the Bargaining Unit; and (E) one representative from the Union, to be appointed by the Union President. The Arbitrator shall be paid by the Employer. The oral review board for the Assistant Chief and Fire Chief promotions shall consist of the following three (3) persons: (A) the Safety Director; (B) the Mayor; (C) a Fire Chief from another municipality with a population of 30,000 or greater, with the municipality being mutually agreed to by the Safety Director and the Union President.

37.06 The oral review board shall conduct oral interviews of the promotional candidates eligible per Section 37.04. Candidates are permitted to submit a two (2) page resume to the Fire Chief prior to the oral interview for consideration by the oral review board. Each candidate's personnel file will be available to the oral review board. Scoring criteria for the oral interviews shall be outlined in Appendix E of the CBA. Oral interview points will be added to the score provided from the written score, assessment center and seniority points. A list of the promotional candidates' ranking based upon total combined score of a possible one hundred twenty (120) points (for candidates for the positions of Lieutenant, Fire Inspector and Captain) and one hundred and twenty-five (125) points (for candidates for the positions of Chief and Assistant Chief) from the written examination, assessment center, seniority, and oral review board interviews shall be posted and utilized for any promotions to that rank for a period of no more than two (2) years. For all officer promotions, except for Assistant Chief and Fire Chief, the candidate with the highest total score shall be promoted. For Assistant Chief or Fire Chief promotions, the candidate to be promoted shall be one of the three (3) candidates appearing before the oral review board, as selected by the oral review board..

37.07 All newly promoted Lieutenants shall be sent to a State Certified Fire Supervisors School prior to completion of their probationary period.

37.08 Any appeal or objection regarding the written examination scoring shall be heard by the Civil Service Commission in accordance with the Civil Service Commission Rules.

ARTICLE 38 RESIDENCY

38.01 There shall be no residency requirement.

ARTICLE 39 PROBATIONARY PERIOD

39.01 All newly hired employees will be required to serve a probationary period of two (2) years and satisfy the requirements of paragraph 35.14. During such period, the Employer shall have the sole discretion to discharge such employee(s) pursuant to law, and any such action shall not be appealable through any Grievance or Arbitration procedure contained herein or to any Civil Service Commission.

ARTICLE 40 FAMILY MEDICAL LEAVE

40.01 Employees may request and be granted time off without pay pursuant to the Family Medical Leave Act of 1993 (FMLA). Such time off without pay shall not exceed twelve (12) weeks in any twelve (12) month period. Leave under this provision shall be computed when first approved. During such leave, the employee shall continue to receive health care insurance, but shall not receive any other benefit.

40.02 The Employer may require an employee to use accrued vacation, holidays, personal time, compensatory time, sick leave, or any other accrued leave time which shall be inclusive of the twelve (12) weeks of FMLA leave.

An employee that is granted leave under this Section shall not suffer a loss in seniority status. Hospitalization insurance as contained in this Agreement shall remain in effect during a leave under this Section.

ARTICLE 41 DURATION OF AGREEMENT

41.01 This Agreement represents the complete Agreement on all matters as subject to bargaining between the Employer and the Union and except as otherwise herein shall become effective January 1, 2013 and shall remain in full force and effect until December 31, 2014.

41.02 An arbitrator-conciliator appointed pursuant to the provisions of Chapter 4117 of the Revised Code shall have the authority to order increases in wage rates and other economic items commencing January 1 of the calendar year in which the preceding contract expired.

41.03 Upon execution of this Agreement, the Employer shall provide this entire Agreement, including any draft or working copies, which have been transmitted in electronic form to the Union, free of charge.

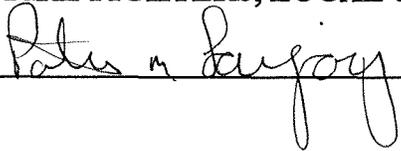
ARTICLE 42 DRUG TESTING

42.01 Drug testing shall be administered pursuant to the provisions of Appendix F, attached hereto.

ARTICLE 43 EXECUTION

43.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12th day of November, 2013.

**FOR THE INTERNATIONAL ASSOCIATION
OF FIRE FIGHTERS, LOCAL 639**

By 

FOR THE CITY OF PARMA


Mayor

Safety Director

Appendix B
City of Parma

Retirement Reimbursement Plan

If the employee is eligible to receive medical insurance under the Police and Fireman's Disability and Pension Fund or the state's Retiree Medical Plan, the City of Parma requests that the retiree obtain such coverage. The City will terminate coverage under the City's insurance program and substitute in its place a medical and insurance reimbursement fund, which shall be subject to the following conditions:

A. All claims must first be submitted to the insurance carriers provided through the Police and Fireman's Disability and Pension Fund or the State's Retiree Medical Plan. Within ninety (90) days of receipt of the explanation of benefit form, the employee shall submit a copy of the explanation of benefit form and request for payment to a third party administrator or any other mutually agreed upon party, as designated by the City. The City or designated administrator will provide reimbursement within thirty (30) days of submittal of the explanation benefit form. If the City or designated administrator exceeds the thirty (30) day limit, then the reimbursement will include all incurred interest or penalty charges. This paragraph expires effective February 28, 2007.

B. The expenses, for which reimbursement is requested, must be actual out-of-pocket cost or legal obligation for which the employee is responsible. Charges that exceed the UCR limit will not be eligible for reimbursement. This paragraph expires effective February 28, 2007.

C. The City shall pay a portion of the premium or co-pay from the Police and Fireman's Disability and Pension Fund or from the State's Retiree Medical Plan which is charged to the eligible retiree, employee, including family members, for participation in the Plan, which is set forth in Article XXIV, "Insurance."

D. Reimbursement shall not be made for expenses which have been reimbursed under liability insurance and/or the payment or settlement of a personal liability injury claim.

E. All eligible retirees shall be reimbursed on any out-of-pocket expense associated with the prescription drug coverage provided by the Police and Fireman's Disability and Pension Fund or the State's Retiree Medical Plan. The City will advance fifty dollars (\$50.00) to each retiree to minimize out-of-pocket prescription costs. The fifty dollars (\$50.00) amount will be maintained by proper receipt and form submittal to the City. This paragraph expires effective February 28, 2007.

F. All eligible retirees, shall be eligible to receive insurance coverage for dental and vision up to the family level, and paid for by the City. These benefits shall remain at the highest level currently in effect for the retiree, until the retiree becomes ineligible. The benefit level is determined by the current contract of the respective bargaining unit. The retirees benefit level may increase, but shall not be reduced.

G. A retiree is ineligible for this reimbursement program if he retires after January 31, 2008 or:

1. With respect to any claim not first submitted to the Police and Fireman's Disability and Pension Fund or by the State's Retiree Medical Plan; or

2. At such time the retiree is no longer covered under the Police and Fireman's Disability and Pension Fund or by the State's Retiree Medical Plan; or

3. At such time the retiree is eligible to enroll in the Federal Government's Medical Program; or

4. While the employee is covered under any other hospitalization plan from another employer.

H. All eligible retirees shall have the option to receive one of the following benefits:

1. An annual retirement pay equivalent to the copay for retirees and spouse required by the Police and Fireman's Disability and Pension Fund or the State's Retiree Medical Plan; or

2. A life insurance contribution to age sixty five (65). This contribution will be made payable by the City of Parma in the amount of fifty dollars (\$50.00) monthly. The retiree may choose to purchase a death benefit of ten thousand dollars (\$10,000.00) and apply the balance contributed to an annuity rider. The retiree may also choose to apply the entire contribution toward a life insurance purchase. The City agrees to pay the contribution for a maximum of five (5) years. At age sixty-five (65), (or after the five (5) year maximum) the policy could be cash surrendered or payments could be taken over by the retiree. This paragraph (H) expires effective February 28, 2007.

NOTE: These options are taxable under any federal, state or local laws. If the initial enrollment for life insurance is under 25 applicants, a health questionnaire may be a required prerequisite.

I. The City shall provide each retiree a user card which identifies the City's Retiree Reimbursement Plan.

J. If the retiree elects to withdraw from the Police and Fireman's Disability and Pension Fund or the State's Retiree Medical Plan, and then at a later time elects to return to either of the aforementioned, the retiree shall be ineligible for the City's Retiree Reimbursement Plan.

K. The City will hire a Retirement Coordinator to assist retirees in all aspects of the Retiree Reimbursement Plan.

Appendix C Insurance Committee Rules

At the conclusion of the bargaining units' current collective bargaining cycle, or sooner if all Employer bargaining units agree, an employee Committee of up to eighteen (18) bargaining unit representatives, who must be participants in one of the Employer's current health care plans and who have been selected from the following employee groups: Corrections, Dispatch, Clerical/Technical, Service, Service Supervisors, Fire, Police, Police Supervisors, and non-bargaining unit employees. The Employer shall provide advisor(s) or facilitators to assist the employee Committee regarding health care issues.

The Committee shall be required to review the Employer's current health care plans, including its plans for medical, dental and vision benefits, and adopt new or revised plan or plans that are competitive in the health care market and that will achieve the goals of promoting cost containment within the plan and minimizing premium contributions by employees.

In fulfilling its mission, the Committee shall consider office co-pays, prescription drug rates, deductibles, maximum out of pockets, wellness programs and such other plan attributes and other related matters that will achieve the goals set forth above.

Within six (6) months following its first meeting, the Committee shall vote upon proposed new or revised health care plan or plans that meet the goals set forth above. If a majority of all members of the Committee approve such proposed new or revised plan or plans, then such plan or plans shall become the Employer's plan or plans, and the Employer shall be authorized and directed to implement the plan or plans.

If the Committee, however, fails within six (6) months after first meeting to approve a new plan or plans, then the Employer shall be authorized to submit the matter to binding arbitration with an arbitrator selected by Grievance Procedure. The submittal shall instruct the arbitrator to select from health care plans submitted and order the Employer to implement such new or revised health care plan or plans for all Employer employees that meet the goals set forth above.

The Committee shall meet thereafter when called upon by the Employer to consider further and additional revisions to the Employer's plan or plans in order to meet the goals set forth above. When meeting in such future years, the Committee and the Employer shall continue to follow the procedures set forth above for approving appropriate additional revisions to the Employer's health care plan or plans.

In no event shall the Employer implement a new or revised health care plan or plans, pursuant to either Committee approval or arbitration order, earlier than January 1, 2007. When the Employer implements a new or revised health care plan or plans, pursuant to Committee approval or as a result of an arbitrator's order, if they are inconsistent or in conflict with the new or revised plan or plans approved or ordered, the plan or plans will no longer be binding upon the Employer.

In the event that the Employer and other bargaining units fail to agree to the establishment of the Employee Health Care Committee set forth above, the Employer and the Union shall meet

to negotiate new health care provisions. Should the Employer and the Union not come to a mutual agreement, the issue of health care coverage shall be submitted to binding conciliation under O.R.C. 4117.

Appendix D
Objective Criteria for Shift Commander

1. Ohio Fire Firefighter II Certification;
2. Ohio Paramedic Certification;
3. Fire Safety Inspector Certification;
4. Fire Investigator Certification;
5. Fire Instructor Certification;
6. Ohio Fire Officer 1, 2, 3 & 4;
7. Ohio Fire Executive (OFE);
8. National Fire Academy's Executive Fire Officer (EFO);
9. Associate Degree in Fire Science, EMS Management, Public Safety Management or other related equivalent;
10. Bachelor's Degree in Fire Science, EMS Management, Public Safety Management or other related equivalent;
11. Other professional certifications/specialized training in related areas; and
12. History at PFD:
 - A. Initiative;
 - B. Areas of Responsibilities and performance thereof;
 - C. Corrective Action involvement including receiving and administering;
 - D. Commendation(s);
 - E. Performance/Working Relationship with staff personnel, subordinates, peers, and supervisors;
 - F. Written performance evaluations (if used);
 - G. Seniority within rank;
 - H. Computer entry, report writing;
 - I. Budget familiarization from assembling a budget request, following through with purchasing and including record keeping;
 - J. Public speaking, instructor experience; and
 - K. Ability to manage crew/ PFD personnel.

Appendix E
Parma Fire Department Promotional Interview Procedures

1. The promotional interview board will be assembled as indicated in Article 37 of the CBA for the prospective position up for promotion.
 2. All members of the board shall receive each candidate's resume if one has been received.
 3. Each member of the interview board will be permitted to ask each candidate at least one question and they shall ask each candidate the same basic questions which can lead to follow-up questions. Questions should be relevant towards the position up for promotion for the Parma Fire Department or assessing the fundamental qualities listed below:
 - A. Leadership
 - B. Decision making
 - C. Interpersonal skills / Characteristics
 - D. Education
 - E. PFD work History
- **Leadership**: Candidates shall be ranked by each of the interview board members on the leadership skills and abilities of each from the answers given to the questions in the oral interview. Leadership attributes include:
 - Ability to communicate clearly both orally and in writing
 - Communicates: (logical, concise, convincing) or (vague, rambles, unclear)
 - Ability to earn the respect of others
 - Ability to organize
 - Ability to work under stress
 - Leads by example
 - Initiative
 - Loyalty
 - Poised, confident
 - Stable
 - Ability to lead and inspire others
 - **Decision making**: Candidates shall be ranked by each of the promotional board members on the candidate's decision making abilities from the answers given to the questions in the oral interview. Decision making attributes include:
 - Uses good judgment
 - Quick in making decisions, responds readily

- Uses common sense
 - Calmness
 - Consistent
 - Confidence
 - Sound decisions
 - Follows departmental policies, procedures & practices
- **Interpersonal Skills / Characteristics:** Candidates shall be ranked by each of the promotional board members on the candidate's people skills and characteristics from the answers given to the questions in the oral interview.
People skills attributes include:
 - Tact
 - Supervisory abilities
 - Ability to present one's self
 - Tolerance
 - Ability to motivate
 - Conflict resolution
 - Ability to promote team building
 - Fairness in dealing with others
 - Ability to work with others
 - Adaptability
 - Cooperative
 - Considerate
 - **Characteristics**
 - Positive attitude
 - Optimistic
 - Personality: (abrasive, aggressive, irritating, ill mannered) or (likable, well mannered, considerate, cooperative)
 - Ability to accept change, initiates change
 - Loyalty
 - Job interest
 - Friendly, polite in dealings with co-workers as well as general public
 - Public relations skills, diplomatic
 - Trustworthy
 - Integrity
 - **Education:** Candidates can be asked questions and given scores relating to their educational background and additional related fire service training experience that includes:
 - Degree(s) currently held or working toward
 - Certifications in fire related areas

- Specialized training
 - **PFD Employment history**: Candidates can be asked questions and scored accordingly, directly related to their involvement and performance during their employment with the PFD which includes:
 - Areas of responsibility
 - Commendation (s)
 - Written performance evaluations
 - Participation on the PFD and specialized teams
 - Disciplinary actions or Corrective actions
 - Initiative
 - Volunteerism
4. Scoring for the position of Lieutenant, Inspector and Captain in each of the fundamental qualities will be zero (0) through two (2), with the possibility of a total of 10 points awarded. With two (2) being above average and zero (0) being below average. Scoring for the position of Asst. Chief and Chief in each of the fundamental qualities will be zero (0) through five (5) with the possibility of a total of 15 possible points awarded. With five (5) being above average and zero (0) being below average. Scores can be given in increments of .25. After each candidate's interview is completed, Oral review board members will score each candidate based on their interview and a total will be given by that board member. That total will be added to the other board members total and divided by the number of board members conducting the interviews. The cumulative total will be added to the candidates total points received from the written test, assessment center, and seniority point total. An active list of promotional candidates shall be finalized per article (X) of the CBA.
5. Candidates may request an "exit interview" meeting with the Fire Chief and or the Union President no sooner than 30 days and no later than 90 days after the date of the interview. Candidates will be given their score in each of the 5 categories. The score given is a composite or average of all scores by the promotional board members. Scores of individual board members will not be disclosed and shall be kept confidential. Candidates will be counseled in each of the categories on which they were graded with suggestions on improvement provided.

Parma Fire Department Promotional Interview Process Scoring Sheet

Position: _____

Interview Date: _____

Candidate: _____

TOTAL

Leadership						
Decision Making						
Interpersonal skill / characteristics						
Education						
PFD History						
Cumulative Total						

Appendix F
Drug and Alcohol Testing Policy and Procedures

The procedures outlined in this document for drug and alcohol testing shall be covered by all other applicable Articles of the Labor Agreement between the I.A.F.F., Local 639 (Union) and the City of Parma (Employer).

Section 1 Policy: The Employer and the Union recognize that drug use and prohibited alcohol use by employees would be a threat to the public welfare and the safety of department personnel. It is the goal of this policy to eliminate or absolve illegal drug usage and prohibited alcohol usage through education and rehabilitation of the affected personnel. The possession, use or being under the influence of alcoholic beverages or unauthorized drugs shall not be permitted at the Employers work sites and/or while an employee is on duty.

Section 2 Informing Employees About Drug and Alcohol Testing: All employees shall be fully informed of the Fire Department's drug and alcohol testing policy. Employees will be provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, the Employer shall inform the employees on how the tests are conducted, what the test can determine and the consequences of testing positive for drug and/or alcohol use. All newly hired employees will be provided with this information on their initial date of hire. No employee shall be tested before this information is provided to him. Prior to any testing, the employee will be required to sign the attached consent form and release form. Employees who voluntarily come forward and ask for assistance to deal with a drug or alcohol problem shall not be disciplined by the Employer.

Section 3 Employee Testing: Up to a maximum of fifty (50) employees per each calendar year shall be subjected to random medical testing involving urine or blood analysis or other similar or related tests for the purpose of discovering possible drug or alcohol abuse. The Employer may also conduct random testing of hair follicles on up to five (5) bargaining unit employees during each calendar year. Additionally, if there is a reasonable suspicion to believe an employee's work performance is impaired due to drug or alcohol abuse, the Employer will require the employee to undergo a medical test involving urine or blood analysis consistent with the conditions as set forth in this policy. This reasonable suspicion may be based on the following:

Involvement in a fatal or serious bodily injury accident or in an accident involving substantial damage (exceeding \$10,000.00); or

An observable phenomena, such as direct observation of drug/alcohol use or the physical symptoms of being under the influence of a drug or alcohol; or

A pattern of abnormal conduct or erratic behavior; or

An arrest and conviction for a drug related offense; or

Information provided by reliable and credible sources that have been independently corroborated.

Section 4 Sample Collection: The collection and testing of the samples shall be performed only by a laboratory and by a physician or health care professional qualified and authorized to administer and determine the meaning of any test results. The laboratory performing the test shall be one that is certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). The laboratory will be chosen by the Employer. The laboratory used shall also be one whose procedures are periodically tested by SAMHSA where they analyzed unknown samples sent to an independent party. The results of employee tests shall be made available to the Medical Review Officer (MRO).

Collection of samples shall be conducted in a manner which provides the highest degree of security for the sample and freedom from adulteration. Recognized strict chain of custody procedures must be followed for all samples as set by SAMHSA. The Union and the Employer agree that security of the biological samples is absolutely necessary, therefore, the Employer agrees that if the security of the sample is compromised in any way, any positive test shall be invalid and may not be used for any purposes.

Samples will be submitted as per SAMHSA standards. Employees have the right for Union or legal counsel representatives to be present during the submission of the sample.

A split sample shall be reserved in all cases for an independent analysis in the event of a positive test result. All samples must be stored in a scientifically acceptable preserved manner as established by SAMHSA. All positive confirmed samples and related paperwork will be retained by the laboratory for at least (6) months or for the duration of any grievance disciplinary action or legal proceedings, whichever is longer. At the conclusion of this period, the paperwork and specimen shall be retained by the laboratory as required by law.

Tests shall be conducted in a manner to ensure that an employee's legal drug use and diet does not affect the test results.

Section 5 Drug Testing: The laboratory shall test for only the substances and within the limits for the initial and confirmation test as provided within SAMHSA standards. The initial test shall use an immunoassay which meets the requirements of the Food and Drug Administration for commercial distribution. The initial cutoff levels used when screening urine specimens to determine whether they are negative for the five drugs or classes of drugs listed below will be those set forth in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" and as listed herein. Specimens will be screened for the following five drugs or classes of drugs at the following levels:

Marijuana metabolites 50 ng/mL

Cocaine metabolites 150ng/mL

Opiate metabolites

Codeine/Morphine 2000ng/mL

6-Acetylmorphine 10ng/mL

Phencyclidine 25 ng/mL

Amphetamines

AMP/MPAP 500 ng/mL

MDMA 500 ng/mL

If initial testing results are negative, testing shall be discontinued, and City records of the testing will be destroyed.

Only specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GSIMS) techniques at the cutoff values set forth in the "Mandatory Guideline for Federal Workplace Drug Testing Programs," and as listed herein:

Marijuana metabolites

THCA 15 ng/mL

Cocaine metabolites

Benzoylcegonine 100 ng/mL

Opiates metabolites:

Codeine 2000 ng/mL

Morphine 2000 ng/mL

Phencyclidine 25 ng/mL

Amphetamines

Amphetamine 250 ng/mL

Methamphetamine 250 ng/mL

MDMA 250 ng/mL

MDA 250 ng/mL

MDEA 250 ng/mL

If confirmatory testing results are negative City records of the testing will be destroyed.

Hair follicle testing will be conducted in accordance with the established protocols of the testing laboratory and in accordance with industry standards. Hair follicle samples shall be screened to

determine whether they are negative for the following five drugs or classes of drugs, at the following levels:

	Initial Test Level	<u>Confirmatory Test Level</u>
Amphetamines:	300 pg/mg	300 pg/mg
Cocaine/Metabolites:	300 pg/mg	300 pg/mg
Marijuana (THCA Metabolite):	1.0 pg/mg	0.1 pg/mg
Phencyclidine:	300 pg/mg	300 pg/mg
Opiates:	500 pg/mg	500 pg/mg

The initial cutoff levels and confirmatory cutoff levels used when screening hair follicle samples will be as set forth by the testing laboratory according to accepted industry standards. If the initial testing results are negative, testing shall be discontinued and City records of the testing shall be destroyed.

Only specimens identified as positive on the initial tests shall be confirmed using gas chromatography/mass spectrometry (GS/MS) techniques at the cutoff values set forth by the testing laboratory according to accepted industry standards.

If, during the period of this Agreement, the above-listed cutoff values set forth in the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" are modified by the federal government, the City shall provide written notice fully explaining the modifications to the Union President. Any modifications to the above-listed cutoff values, as imposed by the federal government, shall take effect thirty (30) days after the written notice of the modification is received by the Union President. Prior to taking effect, the City shall provide written notice of the modification to all bargaining unit members.

Section 6 Alcohol Testing: A breathalyzer or similar test equipment shall be used to screen for alcohol use. This screening test shall be performed by an individual qualified to utilize the equipment. An initial positive alcohol level shall be .02 grams per 210 L. of breath. If initial testing results are negative, testing shall be discontinued, all samples destroyed and records of the testing expunged from the employee's file. If initial testing results are positive, the test shall be confirmed using a blood alcohol level. Sampling handling procedures, as detailed in Section 4, shall apply. A positive blood alcohol level shall be .02 grams per 100 ml of blood. If confirmatory testing results are negative all samples shall be destroyed and records of the testing expunged from the employee's file.

Section 7 Medical Review Officer: The MRO shall be chosen by the Employer and must be a licensed physician with knowledge of substance abuse disorders. The Employer shall notify the Union in writing of any change in the MRO. The MRO shall be familiar with the characteristics of drug tests (sensitivity, specificity, and predictive value), the laboratories running the tests and medical conditions and work exposures of the employees. The role of the MRO will be to review

and interpret the positive test results. The MRO must examine alternate medical explanations for any positive test results. This action shall include conducting a medical interview with the affected employee, review of the employee's medical history and review of any other relevant biomedical factors. The MRO must review all medical records made available by the tested employee when a confirmed positive test could have resulted from legally prescribed medication.

Section 8 Laboratory Results: The laboratory will advise only the employee the MRO, and his staff of any positive results. The results of a positive drug or alcohol test can only be released to the Employer by the MRO once he has completed his review and analysis of the laboratory's test. The Employer will be required to keep the results confidential and, subject to Ohio's public records law, it shall not be released to the general public.

Section 9 Testing Program Costs: The Employer shall pay for all costs involving drug and alcohol testing as well as the expenses related to the MRO. The Employer shall also reimburse each employee for their time and expenses, including travel incurred, involved in the testing procedure. Employees tested on off duty time shall receive call-in pay pursuant to paragraph 26.08.

Section 10 Rehabilitation Program: Any employee who tests positive for illegal drugs or prohibited alcohol use shall be medically evaluated, counseled and treated for rehabilitation as recommended by the E.A.P. counselor. Employees who successfully complete a rehabilitation program will be returned to work and will be re-tested randomly once every quarter for the following twenty-four (24) months. Employees who test positive during the 24-month period may be subject to discipline up to and including termination.

The treatment and rehabilitation shall be paid for by the employee's insurance program. Any costs over and above the insurance coverage shall be paid for by the employee. Employees will be allowed to use their accrued and earned leave for the necessary time off involved in the rehabilitation program.

An employee may voluntarily enter rehabilitation without a requirement for prior testing. However, employees who voluntarily enter rehabilitation will continue to be subject to random, reasonable suspicion, and post-accident testing in accordance with this Policy.

Section 11 Duty assignment after treatment: Once an employee successfully completes rehabilitation, they shall be returned to their regular duty assignment. Once treatment and any follow-up care is completed, and five (5) years have passed since the employee entered the program, the employees personnel file shall be purged of any reference to his/her drug or alcohol problem.

Section 12 Right of appeal: The employee has the right to challenge the results of the drug or alcohol tests and any discipline imposed in the same manner that any other Employer action under the terms of this Agreement is grievable.

Section 13 Union held Harmless: This drug and alcohol testing program was initiated at the request of the Employer. The Fire Department assumes sole responsibility for the administration

of this policy and shall be solely liable for any legal obligations and costs arising out of the provisions and/or application of this Collective Bargaining Agreement relating to drug and alcohol testing. The Union shall be held harmless for the violation of any worker rights arising from the administration of the drug and alcohol testing program.

Section 14 Changes in Testing Procedures: The parties recognize that during the life of this Agreement, there may be improvements in the technology of testing procedure which provide more accurate testing. In that event, the parties will bargain in good faith whether to amend this procedure to include such improvements. If the parties are unable to agree on the amendments they will be submitted to impasse procedures as outlined in the grievance procedure of this Contract.

Section 15 Conflict with Other Laws: This Article is in no way intended to supersede or waive any constitutional or other rights that the employee may be entitled to under Federal or State statutes.

Consent and Release Form for Drug/Alcohol Test Program

I acknowledge that I have received a copy of, have been duly informed, and understand the Fire Department's drug and alcohol testing policy and procedures. I have been provided with information concerning the impact of the use of alcohol and drugs on job performance. In addition, I have been informed on how the tests are conducted, what the test can determine and the consequence of testing positive for drug use.

I have been informed of the Fire Department's Employee Assistance Program. I understand that if I voluntarily come forward and ask for assistance to deal with a drug or alcohol problem through the Employee Assistance Program, that I will not be disciplined by the Employer.

I understand how drug/alcohol tests are collected and further understand that these are medical tests that are conducted under the auspices of a Medical Review Officer. I understand that the Medical Review Officer will review and interpret any positive test results, and that I will have an opportunity to be interviewed by the Medical Review Officer to review my status, my medical history and any relevant biomedical factors prior to the Fire Department being informed whether I passed or failed the test.

I understand that a confirmed positive drug or alcohol test result will result in my referral to the Fire Department Employee Assistance Program and that I will be required to complete a rehabilitation program. I understand that such disciplinary action, as described herein, may include dismissal from the Fire Department.

Printed or typed name of employee

Signature of employee

Date

Memorandum of Understanding – ATTACH SIGNED COPY DATED OCTOBER 29, 2010 (re: selection of Kelly and vacation days)