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**Collective Bargaining Agreement**

**Between**

**Lorain Professional Firefighters**

**I.A.F.F. Local 267**

**And**

**The City of Lorain, Ohio**

**January 1, 2014 through December 31, 2016**

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**ARTICLE 1 – PREAMBLE**

Section 1. This Agreement, entered into by the City of Lorain, hereinafter referred to as the "Employer," and the International Association of Firefighters, Local Union No. 267, hereinafter referred to as "IAFF," has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide a peaceful procedure for the resolution of differences.

**ARTICLE 2 - RECOGNITION**

Section 1. The Employer recognizes the IAFF as the sole and exclusive representative for the purpose of negotiating wages, hours, terms and other conditions of employment for the employees of the Employer in the bargaining unit. Wherever used in this Agreement "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classifications as set forth below:

Assistant Chief, Captain, Lieutenant, Mechanic, and Firefighter.

Section 2. The Fire Chief shall designate one Assistant Chief, to be continuously assigned to replace and conduct the duties of the Fire Chief, during his absence. This assignment shall exclude this one particular Assistant Chief from the bargaining unit on days that the Fire Chief is absent, and the Assistant Chief is acting as the Fire Chief's replacement. However, the designee shall be returned to the bargaining unit whenever he/she is not acting as the Fire Chief. Said assignment shall be made in writing to the Director of Public Safety, and shall be intended to be permanent. Whenever necessary, the Fire Chief may change this assignment, but any reassignment to this position must be intended to be permanent.

**ARTICLE 3 - NON-DISCRIMINATION**

Section 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, race, sex, color, creed, or national origin.

Section 2. Where there is an alleged violation of the provisions of this Article that qualifies for appeal under the Employer's internal Equal Employment Opportunity complaint procedure, the rules of the Equal Employment Opportunity Commission, or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement, provided however, if the alleged violation also constitutes a violation of this Agreement, said alleged violation is subject to the grievance procedure in addition to the other remedies provided by law. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to appeal to any outside agency.

Section 3. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the IAFF and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of any legal employee activity in an official capacity on behalf of the IAFF, as long as that activity does not conflict with the terms of this Agreement.

Section 4. The IAFF agrees not to interfere with the rights of employees to refrain or resign from membership in the IAFF and the IAFF shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the IAFF or involvement in IAFF activities.

Section 5. All references to employees in this Agreement designate both sexes, and, wherever the male gender is used, it shall be construed to include male and female employees.

#### **ARTICLE 4 - DUES CHECK-OFF**

Section 1. The Employer agrees to deduct IAFF membership dues in accordance with this Article for all bargaining unit employees, as well as for all probationary employees of the Employer within the classification of Firefighter.

Section 2. The Employer agrees to deduct regular IAFF membership dues once each month from the pay of any bargaining unit employee, as well as any probationary employee of the Employer within the classification of Firefighter, upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct IAFF dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the Employer received the authorization.

Section 3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The IAFF hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the IAFF, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

Section 4. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; (6) resignation of the employee from the IAFF; or (7) retirement to a regular service or disability retirement.

Section 5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of IAFF dues.

Section 6. The parties agree that neither the employee(s) nor the IAFF shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the IAFF dues deduction would normally be made by deducting the correct amount.

Section 7. The rate at which dues are to be deducted shall be certified in writing to the payroll clerk by the Treasurer of the IAFF during December of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

## **ARTICLE 5 - FAIR SHARE FEE**

Section 1. It is agreed between the parties that each employee of the Lorain Fire Department in the unit covered by this Agreement who is not a member of the IAFF shall be required after completion of a probationary period, as a condition of continued employment, to pay the IAFF a Fair Share Fee.

Section 2. The Fair Share Fee shall be established to cover the employee's pro rate share of: 1) the direct costs incurred by the IAFF in negotiating and administering the Agreement and of settling grievances and disputes arising under the Agreement; and 2) the IAFF's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by the Agreement.

Section 3. Prior to the effective date of these Fair Share Fee provisions and the anniversary date of each succeeding year for the term of this Agreement, the IAFF shall certify the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the fees of non-members during the preceding year. The amount of the Fair Share Fee required to be paid by each non-member employee in the bargaining unit during the succeeding year shall be the amount of the regular dues paid by the employee in the bargaining unit who are members of the IAFF, less each non-member's proportionate share of the amount of the IAFF's dues and fees spent on activities not chargeable to such Fair Share Fee in the prior year.

Section 4. In the event that any employee who is required to pay a Fair Share Fee to the IAFF objects to the propriety of the IAFF's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest-bearing escrow account pending the exhaustion of the IAFF's internal rebate procedure and any determination by the State Employee Relations Board pursuant to the provisions of Revised Code Section 4117.09 (C).

Section 5. The Employer shall be relieved from making Fair Share Fee deductions from an employee upon: 1) termination of employment; or 2) layoff from work; or 3) an unpaid leave of absence; or 4) transfer of the employee to a job other than one covered by the bargaining unit; or 5) the employee's acceptance of a regular service or disability retirement.

The Employer shall not be required to make Fair Share Fee deductions from any employee who, during the months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Fair Share Fee.

The Fair Share Fee shall be deducted and remitted during the same period as IAFF dues.

Section 6. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support the IAFF.

Upon compliance with the provisions set forth in the Ohio Revised Code, Section 4117.09 (C), such employee shall be required in lieu of the Fair Share Fee to pay an amount of money equal to the Fair Share Fee to a non-religious charitable fund mutually agreed upon by the employee and the IAFF. The employee shall furnish to the IAFF receipts evidencing such payment and failure to make such payments or furnish such receipts shall subject the employee to the same sanctions as would non-payment of dues under the Agreement.

Section 7. Once the funds are remitted to the IAFF their disposition thereafter shall be the sole and exclusive obligation and responsibility of the IAFF.

Section 8. The parties agree that neither the employee(s) nor the IAFF shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the IAFF Fair Share Fee deduction would normally be made by deducting the correct amount.

Section 9. The rate at which Fair Share Fees are to be deducted shall be certified in writing to the payroll clerk by the Treasurer of the IAFF during January of each year. One (1) month advanced notice must be given the payroll clerk prior to making the changes in an individual's Fair Share Fee deduction.

## **ARTICLE 6 - UNION REPRESENTATION**

Section 1. The Employer will recognize six (6) employees selected by the IAFF, so that each platoon has one representative and one alternative assigned, to act as Union Officers or Grievance Representatives for the purpose of processing grievances and attending meetings in accordance with the provisions of this Agreement. No employee shall be recognized by the Employer as a Union Officer or Grievance Representative until the IAFF has presented the Employer with written certification of that person's selection.

Section 2. The investigation and writing of grievances shall be on non-duty time, where practicable. Attendance at grievance hearings and other meetings in accordance with the provisions of this Agreement during regular duty hours shall be without loss of pay. However,

employee shall not be compensated for attendance at such hearings and/or meetings during non-duty hours.

Section 3. Rules governing the activity of IAFF representatives are as follows:

1. The IAFF agrees that no official of the IAFF shall interfere, interrupt, or disrupt the normal work duties of other employees. The IAFF further agrees not to conduct IAFF business during working hours except to the extent specifically authorized by this Agreement and the Employer.
2. Union Officers or Grievance Representatives shall not leave their assigned work area to conduct IAFF business until they have been released by the fire Chief or his designee. The IAFF shall not conduct IAFF activities in any work areas without notifying the supervisor in charge of that area of the nature of the IAFF activity.

The Union Officers and Grievance Representatives shall cease IAFF activities immediately upon the request of the supervisor of the area where the IAFF activity is being conducted, or upon the request of the Fire Chief or his designee.

Union Officers or Grievance Representatives found to be abusing the rules of this Article may be subject to disciplinary action.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

Section 1. Except as specifically limited in this Agreement and by law, the Employer shall have the exclusive right to administer the business of the City and the Fire Department in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, retain, layoff and recall or to reprimand, suspend, discharge, or discipline for just cause; to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed when related to the Fire Service;
- D. To determine the Fire Department's goals, objectives, programs, and services and to utilize Fire Department personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition and Fire Service related duties of the work force, the number of shifts required, to establish work schedules, to establish hours of work, to

establish, modify or abolish jobs; and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the efficiency of the Fire Department;
- G. To determine the complement of all classifications within the Fire Department, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

Section 2. The IAFF recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified in this Agreement and by law shall remain the function of the Employer.

## **ARTICLE 8 - LABOR/MANAGEMENT MEETINGS**

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time the Safety Director and/or his/her designees shall meet with not more than two (2) representatives of the IAFF to discuss those matters addressed in Section 2 of this Article. Additional representatives may attend by mutual agreement.

Section 2. An agenda will be furnished and/or exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken in the meeting. The IAFF shall also supply the names of those IAFF representatives who will be attending. The purpose of such meetings shall be to:

- 1. discuss the administration of this Agreement;
- 2. notify the IAFF of changes made by the Employer which affect bargaining unit members;
- 3. discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure but only when such discussions are mutually agreed to by the parties;

4. disseminate general information of interest to the parties;
5. discuss ways to increase productivity and improve efficiency;
6. give the IAFF representatives the opportunity to share the views of their members on topics of interest to both parties; and
7. consider and discuss health and safety matters relating to employees from submissions of the Safety Panel.

Section 3. If a special labor/management meeting has been requested and mutually agreed upon, the Safety Director shall within 10 days set up a mutually agreed upon date and time for this meeting to convene.

Section 4. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

Section 5. The Safety Director shall respond to material safety issues raised in a labor/management meeting within 30 days and shall concurrently transmit a copy of the response to Lorain City Council.

#### **ARTICLE 9 - SAFETY PANEL**

Section 1. IAFF Local #267 shall designate a Health and Safety Committee, comprised of three (3) members of the bargaining unit, to identify concerns of health and/or safety as they exist. Situations which are unsafe or require corrective action shall be forwarded to the Fire Chief along with any potential recommendations for corrective action. The Fire Chief shall take corrective action or respond to the Committee in writing within ten (10) calendar days.

Section 2. Should a dispute exist as to the Fire Chief's corrective action or response, the Committee may submit the issue to the Safety Director. The Safety Director shall take corrective action or respond to the Committee in writing within ten (10) calendar days.

Section 3. Aside from the normal daily complement of manpower needed to efficiently operate the Lorain Fire Department, and for the purpose of safety to all citizens and Fire Fighters, there shall be no less than a minimum of a four (4) member crew assigned at all times on a daily basis limited to the pumper company based at the Central Fire Station.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

Section 1. The term "grievance" shall mean an allegation by a non-probationary bargaining unit employee, or the Employer, that there has been a breach, misinterpretation or improper application of this Agreement. The grievance procedure is not to be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement.

Section 2. All grievances must be timely processed at the proper step in order to be considered at subsequent steps. The alleged Grievant may withdraw a grievance at any point by submitting in writing, a statement to that effect or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer, provided however, any grievances not answered by management within the stipulated time limits shall be automatically advanced to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the parties.

Section 3. It is the mutual desire of the Employer and the IAFF to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. The Employer and the IAFF agree to make a responsible effort to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1. In order for an alleged grievance to receive consideration under this procedure, the Grievant, with the appropriate IAFF Officer, must make a reasonable effort to meet with the parties involved to identify the alleged grievance and to resolve the alleged grievance within seven (7) calendar days of the Grievant's knowledge of the occurrence that gave rise to the grievance.

Step 2. If the grievance is not resolved in Step 1, the employee, with the appropriate IAFF Officer, shall submit the grievance in writing within ten (10) calendar days of the date of the Grievant's knowledge of the occurrence that gave rise to the grievance to the Chief of the Fire Department (hereinafter referred to as the Chief) at Step 2 of the grievance procedure. The Chief shall then have seven (7) calendar days from the date of the written grievance being filed in accordance with Step 2, in which to schedule a meeting, if he deems such necessary, with the aggrieved employee and his representative. The Chief may also call the employee's immediate supervisor to attend this meeting. The Chief shall investigate and respond in writing to the grievance within seven (7) calendar days following the meeting date. If no meeting was deemed necessary by the Chief, he shall investigate and respond in writing to the grievance within fourteen (14) calendar days following the aggrieved employee's submission of the grievance to the Chief.

Step 3. If the grievance is not resolved in Step 2, the Grievant, with the appropriate IAFF Officer, may refer the grievance to the Director of Public Safety (hereinafter referred to as the Director), within seven (7) calendar days after receiving the Step 2 reply. The Director shall have seven (7) calendar days in which to schedule a meeting with the aggrieved employee and his appropriate IAFF representative. The Director may also have the Chief and/or the immediate supervisor present at such meeting. The Director shall investigate and respond to the Grievant and/or appropriate IAFF representative within fourteen (14) calendar days following the meeting.

#### Step 4. ARBITRATION

If the grievance is not satisfactorily settled in Step 3, the IAFF may make a written request that the grievance be submitted to final and binding arbitration. An alleged grievance brought by the

Employer shall be submitted to the Official Grievance Committee through Local President within seven (7) calendar days of the occurrence that gave rise to the grievance. The parties shall have seven (7) calendar days within which to meet to attempt to resolve the alleged grievance. If the grievance is not satisfactorily resolved, the Employer may make a written request that the grievance be submitted to final and binding arbitration. A request for arbitration by the IAFF must be submitted within ten (10) calendar days following the date the grievance was answered in Step 3 of the grievance procedure; or, in the case of the Employer, within ten (10) calendar days of the date the parties met. In the event the grievance is not referred to arbitration by the IAFF within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the IAFF shall, within ten (10) calendar days follow the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer to select an arbitrator within ten (10) calendar days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject two (2) lists of names provided by the Federal Mediation and Conciliation Service and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. The arbitrator shall hold the arbitration hearing promptly and issue his decision and recommendation within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections in this Agreement in question. The arbitrator's decision and recommendation shall be consistent with applicable law, , and shall be modified, corrected, or vacated in accordance with the provisions of Chapter 2711 of the Ohio Revised Code.

The arbitrator shall not have the authority to add to, subtract, modify, change or alter any provision of this Agreement, nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is properly within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him or to submit observation or declarations of opinion, which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement. The arbitrator shall not recommend any new or different wage rates be established which were not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement beyond the date of the act giving rise to the grievance, provided the grievance was

timely presented to the Employer in Step 1 of the grievance procedure. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

Recommendations of the arbitrator will be final and binding upon the parties.

All costs directly related to the services of the arbitrator shall be paid by the losing party. The expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of any court reporter shall be paid by the party asking for same, such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Section 4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties.

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed. (Step 1)
4. Date grievance was filed in writing. (Step 2)
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incidence giving rise to the grievance.
8. Specific Articles and Sections of the Agreement violated.
9. Resolution requested.
10. Signature of the appropriate IAFF Officer

Section 5. A grievance may be brought by any non-probationary employee covered by this Agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance. In case of an issue affecting all members of the bargaining unit, the Union shall have the right to file a grievance and shall so designate that the grievance is being filed by all members of the bargaining unit.

Section 6. For the purposes of this Article, calendar days shall be defined as Monday through Sunday and shall exclude recognized holidays.

Section 7. The grievance procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes between the Employer and the IAFF and/or between the Employer and non-probationary employee(s).

## ARTICLE 11 - DISCIPLINE/CORRECTIVE ACTION

Section 1. No non-probationary employee shall be disciplined except for just cause as defined in Ohio Revised Code, Section 124.34. Probationary employees shall be disciplined in accordance with the Ohio Revised Code and rules of the Lorain Civil Service Commission.

Section 2. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. All discipline shall be applied uniformly and in a fair and equitable manner.

Section 3. Whenever the Fire Chief determines that there may be cause for an employee to be suspended or discharged, the employee shall be apprised of the alleged charges in writing, and a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The pre-disciplinary conference procedures shall be established by the Employer. The affected employees may elect to have a representative of the IAFF or legal counsel present at any such pre-disciplinary conference.

The employee shall be given notice of the pre-disciplinary conference within fourteen (14) days of the time the City knew or reasonably should have known of the alleged conduct, which gave rise to the charges. If the Fire Chief or the employee is unavailable for said pre-disciplinary conference, said hearing may be extended an additional fourteen (14) days or until the Fire Chief becomes available.

Section 4. Depending on the severity of the offense/violation, the Fire Chief may suspend an employee with loss of pay for up to twenty-four (24) work hours for unacceptable employee conduct or employee misconduct as defined in Ohio Revised Code Section 124.34.

Section 5. Depending upon the severity of the offense/violation, the Safety Director has the sole authority to:

1. suspend an employee for more than three (3) working days without pay;
2. reduce an employee in pay or position;
3. demote an employee; or
4. discharge an employee

for unacceptable employee conduct or employee misconduct as defined in Ohio Revised Code Section 124.34

Section 6. All discipline involving a reduction, demotion or suspension, discharge, or any written reprimand that could reasonably lead to discipline involving a reduction, demotion or suspension or discharge, shall be appealable pursuant to Article 9, the grievance procedure. At the employee's option any such appeal shall immediately proceed to Step 3 of the grievance

procedure. Grievances involving written reprimands shall be considered resolved at Step 3 of the grievance procedure and are not subject to arbitration.

Section 7. The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner, and in accordance with Section 737.12 of the Ohio Revised Code. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. It is the further intent of the parties to limit appeals of all disciplinary actions of non-probationary employees to the grievance procedure contained in this Agreement. Original hire probationary employees shall not have recourse through the grievance procedure for discipline or corrective action.

Section 8. Records of disciplinary action, including written letters of reprimand and suspension orders, will remain in an employee's personnel file for a period of two (2) years from the date of such disciplinary measure. Records of suspensions of ninety (90) days or longer will remain in an employee's personnel file for a period of three (3) years. Disciplinary action shall be removed from the employee's personnel file and not be used in subsequent disciplinary action upon expiration of the above-referenced timeframes.

## **ARTICLE 12 - PROMOTIONS**

Section 1. Whenever the Employer determines that a vacancy exists in a full time permanent position within the bargaining unit, a notice of the vacancy or opening shall be posted in all fire stations for a period of not less than thirty (30) calendar days. Employees on recognized leave must be notified by certified mail to their last known address on file with the Fire Department. The vacancy announcement shall contain:

1. the job classification title;
2. the minimum and desired qualifications for the job;
3. the rate of pay for the position;
4. the work unit; and
5. a brief description of the duties to be performed.

Section 2. It is the policy of the Employer to fill all promotional vacancies from within the bargaining unit of the Fire Department. Consideration will be given to those employees who have completed their probationary periods and have continued to demonstrate satisfactory performance. Persons on layoff from the fire department shall not be eligible to compete in promotional examinations.

Section 3. Applications received after the posting period shall not be considered. All applicants will be considered provided they meet the minimum qualifications for the position.

Section 4. Vacancies in positions above the rank of regular Firefighter shall be filled in accordance with Section 124.45 and Section 124.47 of the Ohio Revised Code, except where otherwise provided herein.

Section 5. No persons shall be considered for promotion to Lieutenant unless that person has completed sixty (60) months in the rank of regular firefighter and holds a current Emergency Medical Technician (EMT) certification, further provided that in those cases where there are less than two (2) persons in the rank of regular firefighter who have served sixty (60) months therein and who are willing to take the promotional exam, the sixty (60) month service requirement shall not apply.

Section 6. Additional credit for seniority as determined by Section 124.45 of the Ohio Revised Code shall be added to any applicants promotional exam score on any test for a position in the Fire Department.

Section 7. All employees promoted to the position of Lieutenant shall be sent by the Employer, and successfully complete an Officer Academy within twelve (12) months of their appointment. Personnel who switch platoons shall have their scheduled time off mirrored as close as possible.

### ARTICLE 13 - LAYOFFS

Section 1. When necessary to lay off Fire Department employees due to lack of work or lack of funds, employees of the Fire Department shall be laid off in the following order:

1. Temporary, part-time and seasonal employees;
2. Probationary employees;
3. Employees who have finished their probationary period.

Section 2. Employees shall be laid off on the basis of seniority within their rank. In cases of identical seniority, the order of layoffs shall be determined by each employee's original entrance exam score. Where two or more exam scores are identical, date of application shall determine order of layoff. Efficiency scores shall not be used to determine order of layoffs.

Section 3. Regular full-time employees shall be given at least fourteen (14) days advanced written notice of layoff, seventeen (17) days if by certified mail, indicating the circumstances which made the layoff necessary.

Section 4. In the event an employee is laid off, he shall receive payment, at the employee's request, for any earned but unused pro-rated vacation or holiday time as quickly as possible, but not later than fourteen (14) days after the layoff.

Section 5. Employees properly laid off in the bargaining unit shall not have bumping rights to any other department of the Employer. Employees laid off from other departments of the Employer shall not have any bumping rights to positions within the bargaining unit of the Fire Department.

Section 6. When an employee above the rank of regular firefighter is laid off, he shall bump down to the next lower rank and the youngest employee in seniority in the next lower rank, including seniority in ranks above the rank, shall bump down, and so on down until the youngest person in seniority has been reached, who shall be laid off.

Section 7. Any employee who feels they have been improperly laid off shall have the right to appeal his layoff through the grievance procedure.

Section 8. Whenever layoffs occur within the Fire Department, the provisions of the bargaining agreement shall dictate layoff procedures. No other bargaining agreement entered into by the City of Lorain, shall interfere with or otherwise supersede this agreement.

#### **ARTICLE 14 - RECALL FROM LAYOFF**

Section 1. All employees shall be recalled in the reverse order in which they were laid off. Employees who have been laid off from the Fire Department shall be eligible for recall to the Fire Department for a period of 60 months. An employee on layoff status will be given ten (10) days notice of recall from the date on which the Employer sends the recall notice to the employee by certified mail to his last known address as shown on Fire Department's records.

Section 2. Employees must notify the Employer, within the ten (10) day notice period, of their acceptance or rejection of the offer of recall. Failure to notify the Employer within the established ten (10) day period shall be deemed a rejection of the offer of recall.

Section 3. Employees recalled from layoff shall not serve a probationary period, except promoted officers laid off while on promotional probation shall start their probationary period over upon recall and firefighters laid off while on probation shall simply complete their remaining probationary period if recalled within one year.

Section 4. Persons laid off from a position above the rank of regular firefighter in the bargaining unit shall be recalled to that position before any other persons can be promoted to that position, except that if the employee is laid off from the Fire Department for more than 60 months, as provided for in Section 1 of this Article, he shall lose his right to recall.

#### **ARTICLE 15 - HOURS OF WORK AND OVERTIME COMPENSATION**

Section 1. It shall be the duty of the Fire Chief to divide the officers and employees in the Department of Fire; with the exception of the secretary and employees assigned to the position of Arson Investigator as designated from the Lieutenants, Fire Prevention Officers as designated from the Firemen, Training Officer as designated from the Captains and Fire Marshall as designated from the Assistant Chiefs, who shall be scheduled for duty on the basis of a forty (40) hour regular work week, except in emergency situations as determined by the Fire Chief; into three working divisions known as the "Three Platoon System", so that each platoon shall be

alternately on duty 24 hours, off duty 24 hours, on duty 24 hours, off duty 24 hours, on duty 24 hours and off duty 96 hours, and the work period shall be for a nineteen (19) day work cycle.

The starting time for the Platoon shall be as follows:

Firefighter	7:30 a.m.
Lieutenants	7:30 a.m.
Mechanics	7:30 a.m.
Captains	7:00 a.m.
Assistant Chiefs	7:00 a.m.

The Fire Chief and/or Safety Director may change the starting times upon 48 hour notification to the effected employee.

Section 2. Commencing January 1, 1996 and for each calendar year thereafter during the term of this Agreement, the Employer establishes an average work week of fifty-one (51) hours for all employees assigned to the three-platoon system. Additionally, each employee assigned to the three-platoon system shall be credited with two hundred fifty eight (258) hours of leveling-off time at the beginning of each year resulting in a fifty-one (51) hour workweek. The leveling-off time shall be scheduled and approved in advance by the Fire Chief as he deems appropriate. Employees hired during the middle of a year or employees leaving the Fire Department before the end of the year shall have leveling-off time pro-rated accordingly.

Section 3. Employees assigned to the three-platoon system, who are required to work by the Employer more than one hundred forty-four (144) hours in any nineteen (19) day work cycle, shall be entitled to overtime compensation at time and one-half (1-1/2) their 40-hour base rate of pay for all hours actually worked in excess of the one hundred forty-four (144) hour maximum. Such overtime compensation shall be paid in cash, or compensation time at the option of the employee implementing Section 5 of this Article. For purposes of this Article, paid sick leave, paid vacation, paid holiday, and any other approved paid leave time shall be considered time worked provided however in regard to sick leave, a signed statement certifying the employee's illness shall be required before overtime is paid or compensatory time issued.

It is agreed by the Employer and the Union that leveling off time credited to employees in section 2 of this article compensates employees at time and one half (1-1/2) for all regularly scheduled hours worked on the three platoon system as detailed in section 1 of this article.

Employees who have their regular work schedule altered in any way shall be compensated at time and one half (1-1/2), in accordance with section 5 of this article, for any hours worked in excess of one hundred forty four (144) hours in any nineteen (19) day cycle.

All full-time employees regularly scheduled on the three-platoon system shall receive a two (2) hour shift differential computed at their base rate of pay each bi-weekly pay period. The shift differential shall not be included in the employee's base rate of pay or be considered hours worked for purposes of overtime compensation.

All full-time employees regularly scheduled on the 40-hour workweek shall receive a three (3) hour call-out pay computed at their base rate of pay each bi-weekly pay period. The call-out pay shall not be included in the employee's base rate of pay or be considered hours worked for purposes of overtime compensation.

The Employer shall have the right to change the beginning of the work period provided that such change is intended to be permanent and that the Union is notified in advance of any such change.

Section 4. Employees not assigned to the three-platoon system, who are required to work by the Employer more than one Eighty (80) hours in any bi-weekly pay period, shall be entitled to overtime compensation at time and one-half (1-1/2) their 40-hour base rate of pay for all hours actually worked in excess of the eighty (80) hour maximum. Such overtime compensation shall be paid in cash, or at the option of the employee implementing Section 5 of this Article. For purposes of this Section, paid sick leave, paid vacation, paid holiday, and any other approved paid leave time shall be considered time worked provided however in regard to sick leave, a signed statement certifying the employee's illness shall be required before overtime is paid or compensatory time issued.

Section 5. The employee may, in lieu of cash payments for all actual hours worked in excess of 144 hours in a 19 day period for employees assigned to the three-platoon system, and hours worked in excess of 80 hours per bi-weekly pay period for employees assigned to a 40-hour workweek, utilize compensatory time calculated at one and one-half (1-1/2) times the excess hours worked. Thereafter, accumulated compensatory time may be taken off by the employee with the approval of the Fire Chief.

Accumulated compensatory time off shall in no event necessitate an overtime situation nor create an undue hardship in scheduling or maintaining operations. The employee may elect to be paid the overtime compensation or to allow the time to carry-over, not to exceed a maximum of 480 hours of accumulated compensatory time.

Section 6. Employees who wish to be paid for their accumulated compensatory time may request such payment from the Employer payable at the employee's 40-hour base rate of pay. Payment for accumulated compensatory time shall be made pursuant to procedures mutually agreed upon by the Employer and the Union.

Section 7. It is the intent of the Employer to distribute overtime as equally as possible, by classification, with due regard to special bureaus and details within the Fire Department. The Employer shall be responsible for promulgating rules and procedures for the distribution of overtime. Such procedures shall contain provisions to offer overtime to qualified employees based upon the least number of overtime hours worked and overtime refused, except in emergency situations. All overtime worked for any reason shall be used in calculating the number of overtime hours worked, with the exception of emergency fill-ins. An overtime list shall be maintained for three (3) four-month periods each year, for the purpose of calculating the amount of overtime employees have worked. When necessary, as determined by the Fire Chief or his designee, the least senior qualified employee(s) may be held over or called in for an

overtime situation. Any question(s) regarding the distribution of overtime shall be the proper subject of a labor/management meeting.

**ARTICLE 16 - TRAINING TIME, MEETING TIME, VOLUNTARY RESPONSE AND CALL-IN ASSIGNMENT**

Section 1. Mandatory departmental schooling or training sessions and mandatory departmental meetings required to be compensated under the Fair Labor Standards Act shall be considered hours worked and compensated on an hour-for-hour basis at the applicable rate of pay in accordance with the provisions of Article 14 of this Agreement.

Section 2. Employees in the bargaining unit who voluntarily respond to fire and rescue calls on off-duty times shall be compensated on an hour-for-hour basis for any hours actually worked provided his response was first deemed necessary by the officer in charge. The applicable rate of pay shall be in accordance with the provisions of Article 14 of this Agreement.

Section 3. Employees who are called in to work in an emergency situation at a time which does not abut their regularly scheduled hours of work shall be guaranteed a minimum of two (2) hours and forty (40) minutes pay for said call-in at the applicable rate of pay in accordance with the provisions of Article 14 of this Agreement. Employees who are called in to work in a non-emergency situation shall be compensated on an hour-for-hour basis at the applicable rate of pay in accordance with the provisions of Article 14 of this Agreement. The Employer shall retain the right to have the employee engage in full, productive work in accordance with the job duties and responsibilities of his classification for the full two (2) hours and forty (40) minute period. Should the employee elect, with the approval of the Chief of Fire, or his designee, not to work the full two (2) hours and forty (40) minute period, the employee shall be compensated only for such hours actually worked.

**ARTICLE 17 - UNIFORM ALLOWANCE**

Section 1. Effective January 1, 2014 the annual uniform allowance for full-time employees of the Fire Department for the purchase of regulation uniforms and equipment shall be as follows:

- |                            |            |
|----------------------------|------------|
| A. Bargaining unit members | \$1,050.00 |
| B. First year firefighters | \$1,150.00 |

In addition, mechanics shall receive an additional two hundred fifty dollar (\$250.00) voucher each year.

Section 2. The uniform allowance provided in this Article shall only be used for uniforms, gear and other work-related clothing items not directly supplied, but required, by the Employer. Said allowance shall not be used for items of personal clothing. Any uniform damaged or destroyed

in the line of duty shall be replaced or repaired at the Employer's expense. Employer shall determine if said uniform is replaced or repaired.

Section 3. Uniforms, gear and other work-related clothing items shall be replaced on a "fair wear and tear" basis. The Employer specifically reserves the right to require an employee to replace any required item, deemed by the Employer to be in unacceptable condition.

Section 4. The uniform allowance as provided in Section 1 shall be paid by the first pay period of July. The uniform allowances shall be pro-rated as to employee laid off or separated from service with the Employer, unless he has already received his uniform allowance.

Section 5. The requisite uniform brands, model numbers; and equipment are outlined in attachment 'C', (Lorain Fire Department Clothing Standards dated 05/08/01), of this contract. All changes to this Clothing Standard must be mutually agreed upon by the Fire Chief and Local #267.

#### **ARTICLE 18 - BULLETIN BOARDS**

Section 1. The Employer shall permit the use of bulletin boards, located in the respective fire stations, by the Union for the purpose of posting notices concerning Union business and activities.

#### **ARTICLE 19 - ATTENDANCE AT CONVENTIONS**

Section 1. The President, or his designee, shall be granted six (6) tours of duty to attend conventions or union sponsored seminars without loss of pay. Said attendees shall make every reasonable effort to provide the Fire Chief with two (2) weeks advance notice of such absences.

Section 2. Any unused tours of duty will carry over to the next calendar year.

#### **ARTICLE 20 - NEGOTIATIONS**

Section 1. The Union negotiating team shall consist of no more than four (4) employee participants. Where possible, meetings between the Union and the Employer for purposes of labor contract negotiations shall be scheduled during employee's off-duty time.

Section 2. Employee members of the Union negotiating team who may be required to meet during their regularly scheduled working hours shall suffer no loss of straight time pay.

Section 3. The parties may, by mutual agreement, reopen negotiations at any time during the term of this Agreement. The parties may also, by mutual agreement, enter into various letter agreements or memoranda of understanding during the life of this Agreement, in order to execute any mutually agreed-upon changes or to mutually clarify the meaning of any provision of this

Agreement. Said letter agreements or memoranda of understanding, if reached, shall be signed by authorized representatives of the Employer and the Union and shall become part of this Agreement under the terms so specified.

## **ARTICLE 21 - TEMPORARY SUBSTITUTIONS**

Section 1. When it is necessary for an employee in the bargaining unit to temporarily fill a position higher in rank than his regular position, or to perform duties equivalent to such higher rank, said employee shall receive the designated pay for that higher rank or equivalent on an hour for hour basis.

Section 2. Employees shall have a minimum of sixty (60) months of service as a firefighter and be a certified Emergency Medical Technician (EMT) to qualify for acting Lieutenant assignments.

Section 3. Lieutenant vacancies may be considered to be anticipated, and may be filled on the monthly schedule, providing that the vacancy exists before the end of the previous workday of the platoon affected by the vacancy.

Section 4. Whenever anticipated vacancies as described in Section 3 must be filled, it shall be offered to Bid personnel in the affected station by seniority. If no qualified Bid personnel is willing to accept the acting position, it shall then be offered to the senior qualified non-bid person on that platoon willing to accept the higher position. Persons holding bid positions shall not be moved to another station to fill an acting officer position unless no other qualified person willing to accept the position exists.

Section 5. Qualified employees assigned to the station affected by a lieutenant vacancy shall fill vacancies not anticipated on the monthly schedule. Acting Lieutenant positions shall be offered within the station by seniority. If no qualified employee in the affected station is willing to accept the acting Lieutenant position; it shall be filled with the senior non-bid person on the platoon willing to accept the position. Persons holding bid positions shall not be moved to another station to fill acting officer positions unless no other qualified persons willing to accept the position exist.

Section 6. Whenever it is necessary for a Lieutenant to temporarily fill a Captain position, it shall be offered among all lieutenants on the platoon willing to accept Captain assignments as equally as is practical. When no lieutenants willing to accept acting Captain positions are available, the Assistant chief shall assign a lieutenant to act as Captain.

## **ARTICLE 22 - LONGEVITY**

Section 1. Effective January 1, 2009, an eligible member of the bargaining unit shall be entitled to longevity payments according to the following schedule:

After three (3) years of completed service.....	\$675.00
After four (4) years of completed service .....	\$900.00
After five (5) years of completed service .....	\$1,125.00
After six (6) years of completed service .....	\$1,350.00
After seven (7) years of completed service.....	\$1,575.00
After eight (8) years of completed service.....	\$1,800.00
After nine (9) years of completed service.....	\$2,025.00
After ten (10) years of completed service.....	\$2,250.00
After eleven (11) years of completed service .....	\$2,475.00
After twelve (12) years of completed service .....	\$2,700.00
After thirteen (13) years of completed service .....	\$2,925.00
After fourteen (14) years of completed service .....	\$3,150.00
After fifteen (15) years of completed service .....	\$3,375.00
After sixteen (16) years of completed service .....	\$3,600.00
After seventeen (17) years of completed service.....	\$3,825.00
After eighteen (18) years of completed service .....	\$4,050.00
After nineteen (19) years of completed service .....	\$4,275.00
After twenty (20) years of completed service.....	\$4,500.00

Section 2. An Employee's length of continuous service for the purposes of this Article shall be determined by the Employee's original hire date, less any time off the payroll of the Employer.

Section 3. An Employee shall receive each applicable payment increase to which he/she is entitled beginning on the second scheduled pay date following his/her anniversary date of employment.

### ARTICLE 23 - VACATIONS

Section 1. Full-time employees who have completed one (1) full year of continuous service with the Fire Department shall be entitled to vacation with pay. The amount of vacation leave to which an employee is entitled is based upon continuous length of service as follows:

Employees regularly scheduled on the three-platoon system --

Length of Service	Vacation Hours
One (1) year but less than seven (7) years	106 duty hours
Seven (7) years but less than fifteen (15) years	159 duty hours
Fifteen (15) years but less than twenty-five (25) years	212 duty hours
Twenty-five (25) years or more	265 duty hours

Employees regularly scheduled on the basis of a forty (4) hour per week schedule –

One (1) year but less than seven (7) years	80 duty hours
Seven (7) years but less than fifteen (15) years	120 duty hours
Fifteen (15) years but less than twenty-five (25) years	160 duty hours
Twenty-five (25) years or more	200 duty hours

Section 2. Vacations may be cumulative for a maximum period of three (3) years as provided for in Article 23 of this Agreement.

Section 3. All vacations shall be scheduled and approved in advance by the Fire Chief, as he deems appropriate. Employees shall take vacation time off, except as otherwise provided in Article 23 of this Agreement.

Section 4. Any full-time employee leaving the service of the Fire Department shall be entitled to pay for any accrued but unused vacation time pursuant to Article 23 of this Agreement.

#### **ARTICLE 24 - VACATION SEPARATION BANK**

Section 1. Each full-time employee who has completed one (1) full year of continuous service with the Fire Department may elect to forfeit his right to take or be paid for any vacation hours to his credit. Such vacation hours shall be certified to such employee's separation bank not exceeding three (3) years accrual.

Section 2. Upon separation from service with the Employer due to retirement, death, resignation or discharge, such employee shall be entitled to compensation at his current rate of pay based upon a forty (40) hour work week for all accrued and unused vacation hours to his credit at the time of separation up to three (3) years.

Section 3. Once an employee banks a certain amount of vacation hours into his separation bank and the three (3) years limitation is to be acted upon, he shall receive hour-for-hour from his bank.

Section 4. Once placed into the separation bank, an employee will not have any control over such vacation hours. The only exception is that if any employee has used up his sick time said employee shall have the option of drawing on this vacation credit in order to stay on the payroll of the Employer.

## ARTICLE 25 - HOLIDAYS

Section 1. In lieu of time off or premium pay for working holidays, employees regularly scheduled on the three platoon system shall be credited annually with leveling off time in the amount of two hundred forty (240) hours and employees regularly scheduled on a forty (40) hour per week basis shall be credited annually with leveling off time in the amount of one hundred forty-eight (148) hours, which time off shall be given at the discretion of the Fire Chief. It is agreed that this leveling off time is the only compensation or time off provided for holidays, and that no compensation or time off is provided for personal days or birthdays. Employees hired or retiring during the course of any calendar year shall receive said leveling off time on a pro-rated basis.

Section 2. In lieu of scheduled time off, each bargaining unit employee may opt to be compensated for Holiday leveling off time at their regular hourly rate as follows:

Employees opting to be compensated for holiday time shall declare on December 1st of each year, the amount of holiday hours said employee wishes to be compensated for in the succeeding year, in increments of twenty four (24) hours for members assigned to the three platoon system, and in increments of eight (8) hours for employees assigned to the forty (40) hour work week.

Employees shall be limited to compensation of ninety-six (96) hours of holiday pay annually, excluding terminal payoff.

Compensation for holiday hours shall be paid in 2 equal installments, payable on the first payday of April and the first payday of October in each succeeding year. Holiday pay shall be included on regular payroll checks, and shall be enumerated as "Holiday Pay".

Employees opting to be compensated for holiday time, and who retire before receiving their full amount of legally accrued holiday time, shall have any unpaid balance added to their terminal pay.

## ARTICLE 26 - INSURANCE COVERAGE

Section 1. The City of Lorain agrees to provide Medical Mutual of Ohio, Super Med Plus Medical Coverage, or an equivalent medical insurance coverage with a comparable network, including vision coverage and prescription drug coverage for all members of the bargaining unit at benefit levels at least equivalent to those attached in this Agreement (see, attached Exhibit I or Exhibit I-A), with the cost of the premiums to be borne by the employee in accordance with the following schedule of payments:

- A. There shall be one COBRA rate determined by the Plan Administrator, and that rate shall be determined on an annual basis and shall be comprised of the sum total of all city employees' medical, prescription, vision and other insurance costs as provided under federal and/or state law.

B. The premium contribution for bargaining unit members shall be as follows:

For 2014 and 2015 - \$154.00 a month for a Family  
(\$15.00 non-tobacco use discount. \$15.00 completion of a physical discount)

For 2014 and 2015 - \$71.00 a month for Single Coverage  
(\$7.50 non-tobacco use discount. \$7.50 completion of a physical discount)

For the contract year of 2016, the City and the IAFF will re-open Article 25/Insurance Coverage negotiations.

Any retroactive payments of the premium contributions shall include the non-tobacco and the physical discounts. These discounts will require verification of non-tobacco use and a physical after the first of the month following sixty (60) days after ratification of this Agreement.

**Section 1A.** The City of Lorain will continue to provide for the administration of a Section 125 "Cafeteria Plan". This Cafeteria Plan will have an Open Enrollment period each January. The plan shall allow for employee pre-tax contributions to a Medical and/or Dependent Care Savings Account.

Prior to the changing of any insurance, third party administrator or medical coverage plan the city will allow the union an opportunity to review the planned change of administrators and medical coverage plan to ascertain if it meets the criteria of an equivalent medical insurance coverage as stated above. If the union disputes the equivalence of any planned change in medical insurance coverage and said differences cannot be mutually resolved, the matter shall proceed directly to the arbitration procedures of this agreement for final and binding resolution.

**Section 1B.** Medical, Prescription Drug and Vision benefits are defined in EXHIBIT I.

**Section 1C.** Health Care Committee: As soon as practicable, a Health Care Committee shall be formed. Not less than ninety days prior to the date of the renewal of the City's health insurance, the City will meet with one member of each bargaining unit to review the insurance plan and discuss economically feasible alternatives. This committee shall have no authority to bind the City, but upon consensus shall make a recommendation to the Mayor or his designee regarding a possible insurance alternative. The committee meetings shall occur during the normal workday of the participants.

**Section 2.** Beginning January 1, 2015, the City will provide a High Deductible Health Savings Agreement with no monthly employee contribution.

**Section 3.** Beginning January 1, 2015, the City will provide Guardian dental insurance and will pay 85% of the dental premium.

**Section 4.** The City shall provide all Bargaining Unit members with a copy of the current medical and benefits plan within 120 days of the execution of this agreement. Any updates or

changes to an equivalent plan shall be given to all Bargaining Unit members within a reasonable amount of time.

Section 5. The City agrees to keep all insurance plan money separate from other City money, and shall pay all insurance plan premiums and bills in a prompt and timely manner.

The City will abide by any applicable state or federal regulations with regard to the administration of employee health and medical insurance coverage, however, the parties agree that ERISA is not an applicable federal regulation at this time. (Refer to Paragraph 37.036 Governmental Plans; State, local, and regional agencies.)

The City shall require that any "in house" or third party administrator of the Medical Insurance Plan will adhere to the following guidelines and will allow a bargaining unit Member an appeal provision that will include allowing a bargaining unit claimant to:

- A. Request from the Plan Administrator or Third Party Administrator a review of the eligibility status for any claim denied in whole or in part.
- B. Request from the Plan Administrator or Third Party Administrator a review of any claim payments for that bargaining unit member. Such requests shall include the name of the Employee and the Social Security Number, the name of the patient and Group Identification number, if any.
- C. File his request for review in writing, stating in clear and concise terms the reason or reasons for the disagreement with the handling of his claim.
- D. The request for review shall be directed to the Plan Administrator or the Third Party Administrator within 60 days after the claim payment date or the date of the notification of denial of benefits.
- E. A review of the denial will be made by the Plan Administrator or the Third Party Administrator and the Plan Administrator or the Third Party Administrator shall provide the claimant with a written response within 60 days of the date he receives the claimant's request for review. The Plan Administrator or the Third Party Administrator's response to the claimant shall, if the denial is upheld, cite the specific Plan provision(s) upon which the denial is based.
- F. If the claimant is not satisfied with the adjustment of any claim as provided herein, a grievance may be filed directly to Step 3 of the grievance procedure of this Agreement.
- G. In addition to the above and in the interest of encouraging employees to assist in the monitoring of the health insurance plan, the following Hospital Self Audit Incentive Service shall apply to the Health Insurance Plan for all bargaining unit members:

This service is payable in the event that a covered person discovers a billing error in a hospital or health care provider statement representing a claim for charges covered under the Plan.

The deductible and coinsurance level otherwise applicable in a calendar year will be adjusted to the extent necessary to reduce the "out of pocket expenses" of the covered person or the covered person will receive twenty five percent of the Plan's savings resulting from the discovery of an overcharge by the hospital and all medical providers, whichever amount is greater.

Section 6. Enrollment Criteria/General Information

1. For medical insurance, an open enrollment period shall be held every December/January. If an employee does not enroll in the medical insurance plan at the time he/she is first eligible, a 90 day waiting period may be required before coverage is effective. Coverage shall be effective the first of the month following the 90 day waiting period. Preexisting condition exclusions shall apply.
2. If an employee and/or his/her dependents involuntarily lose insurance coverage(s) from any other plan, that employee and/or Spouse and/or dependents are automatically eligible to enroll in the City's insurance coverage(s) with no pre-existing condition exclusions or waiting period. Notification of loss of insurance coverage(s) must be received by the Payroll Department within (30) days of the loss of insurance coverage(s). If not received within (30) days, pre-existing conditions and a waiting period may apply. Premium payments and insurance coverage(s) will begin the first of the month following notification or the first of the month following loss of insurance coverage(s), whichever is later. Written verification indicating date of loss of insurance coverage(s) from the previous employer shall be required.
3. For any insurance coverage, an employee already enrolled in the plan may switch from single to family coverage, or family to single, due to changes in marital status and/or additions and deletions of family members. Notification must be received in writing, by the Payroll Department within (30) days of the event in order for there to be no waiting period and pre-existing conditions exclusion. After thirty (30) days from the event, the ninety (90) day waiting period and pre-existing conditions and exclusions policy will apply.
4. Health Plans, optional insurance coverage (life, cancer, accident. etc.), must have a minimum of 10% of the bargaining unit participation in order to maintain a payroll deduction status. All participants shall have 30 days' notice of coverage that no longer qualifies for availability through payroll deduction.
5. New employees will be eligible the first day of employment in the month they are hired, provided proper enrollment forms are completed and turned in to the Benefits Manager. Pre-existing condition rules apply. Forms should be turned in within the first two weeks of employment.
6. The City of Lorain provides Spousal coverage as a Secondary Payer. The City of Lorain will be the Primary Payer if the Spouse is not eligible for coverage elsewhere, or, if the reimbursement cost of the Spousal coverage is, in the opinion of the City's Plan

Administrator detrimental to the financial integrity of the City of Lorain's Health Plan. Spouses provided coverage with their employer must elect coverage as provided herein.

The City of Lorain will not reimburse Spouse's contributions for elective, dental, life insurance, vision, disability, family, or a "high level" plan if a lesser-cost option is available.

Those Spouses who have elected other employer coverage will still be eligible for those benefits offered by the City under family coverage, that was not covered by their employer's coverage; i.e., prescription drug, vision, Flex account, etc.

Spouses will be reimbursed for their contributions on a quarterly basis with the Spouse providing proof of coverage and proper documentation of their contributions.

Should a Spouse no longer be eligible for benefits from their employer due to a qualifying event (full to part-time status, coverage of employer is no longer available, the City's Plan Administrator deems reimbursing contributions are detrimental to the City's Plan, termination of employment, etc.), the Spouse will be covered under the City's family coverage.

Waiting limits and pre-existing conditions will be waived, providing the Spouse notifies the City's Benefits Department of such change within 30 days of occurring event. See EXHIBIT II regarding Spousal Reimbursement.

7. Additions, changes and annual enrollment forms must be returned in 30 days. Coordination of Benefits (COB) is applicable to ALL benefits. Requested COB information must be furnished or the City will be a secondary payer.
8. The co-insurance out of pocket maximum (excluding deductible and copays) will be \$1,000.00 single/\$2,000.00 family, for network; \$2,000.00 single/\$4,000.00 family for non-network (See Schedule of Benefits).
9. Charges above reasonable and customary do not count towards this out of pocket maximum.
10. The Lifetime Health Claims maximum, which consists of Medical and Prescription Drug, is \$1,500,000 per participant.
11. The comprehensive benefit period deductible is \$300.00 single and \$600.00 family, for network services; \$300.00 single/\$600.00 family for non-network. Other deductibles and co-pays are identified in the Schedule of Benefits.
12. Plan changes that occur and are detected as enhancement, or reductions in benefits, due to errors, misunderstandings, or misinterpretations, of the claims administrator, will not become grandfathered or past practice inclusions, unless the enhancements or reductions are specifically negotiated.

Section 7. Each member of the Bargaining Unit who is actively employed by the City shall be entitled to Group Life Insurance Coverage in the face amount of twenty-five thousand dollars (\$25,000), with the cost of premiums for such coverage to be borne by the Employer. An employee who elects to retire and who has completed twenty (20) or more years of service with the Employer shall be entitled to Group Life Insurance in the face amount of twelve thousand five hundred dollars (\$12,500) with the cost of premiums for such coverage to be borne by the Employer.

In addition to the above, the Employer shall continue to provide an Accidental Dismemberment and Accidental Death Policy in benefit amounts at least equivalent to those in effect on December 31, 1994 without cost to the Employees.

#### **ARTICLE 27 - PENSION PICK-UP**

Section 1. The Employer will pick-up the Employee's contribution to the Police and Firefighters Pension Fund and any subsequent increases therein through the salary reduction method, as described in Section 2 of this Article. "Pick-up" does not entail that the Employer is paying for the Employee's contribution to the pension fund.

Section 2. Under the salary reduction method for pension contribution, the Employer will pick-up and remit to the Police and Firefighters Pension fund both the Employer and Employee share of the pension contribution based upon such Employee's unadjusted gross income, the Employee's contributions to the Police and Firefighters Pension Fund and the Lorain City Income Tax. The resulting adjusted gross income will be the Employee's taxable income for the purposes of federal, state and other legally required payroll deductions.

#### **ARTICLE 28- SICK LEAVE**

Section 1. Sick leave will be earned and accumulated without limit at the rate of 4.6 hours for each bi-weekly pay period in active pay status for employees regularly scheduled on a forty (40) hour per week basis and 6.0 hours for each bi-weekly pay period in active pay status for employees regularly scheduled on a fifty-one (51) hour per week basis.

Section 2. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 3. Sick leave may be granted to an employee upon approval of the Employer in accordance with this agreement due to:

- a. illness or injury of the employee or a member of his immediate family wherein the employee's presence is required;
- b. death of a member of his immediate family;

c. exposure to a contagious disease wherein the presence of the employee at his job would jeopardize the health of others;

d. pregnancy and/or childbirth and other conditions of the employee related thereto.

Section 4. To be eligible for paid sick leave, an employee must, prior to his scheduled starting time and in accordance with procedures established by the Fire Chief, report the reason for his absence to the Fire Chief or his designee on each day involved, unless otherwise approved by the Fire Chief or his designee.

Section 5. The Employer shall require an employee to furnish a satisfactory written signed statement to justify the use of sick leave. If medical attention is required or if the employee is absent for three (3) or more consecutive scheduled work days, a certificate stating the nature of the illness from a licensed physician shall be required to justify the use of sick Leave. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's certificate that the presence of the employee is necessary to care for such family member. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 6. In addition to the provisions of Section 5 of this Article, when an employee is off work because of an injury or disability, whether job related or not, the employee must provide the Employer with a physician's statement that the employee is able to perform the duties of his job.

Section 7. When the Employer has reason to believe that an employee who has been off work due to illness or due to an injury (whether or not work related) is not fully recovered from said illness or injury, the Employer may require the employee to submit to and pass a medical examination by a licensed physician designated by and paid for by the Employer. Such medical examination shall address only the employee's physical condition as it relates to the specific illness or injury, which caused the employee to be off work. Such examination shall be given as soon as possible, and if the employee passes the examination he shall be credited for any loss of sick leave or pay, where applicable, attributable to the delay in returning to work as a result of being required to submit to the medical examination.

Section 8. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

Section 9. Upon separation from service, an employee shall be paid:

One hundred percent (100%) of a maximum of Nine Hundred Sixty (960) hours of accrued sick leave at the employee's base rate of pay (based upon a forty hour work week) with twenty-five years of service;

Seventy-five percent (75%) of a maximum of Nine Hundred Sixty (960) hours of accrued sick leave at the employee's base rate of pay (based upon a forty hour work week) with twenty years of service;

Fifty percent (50%) of a maximum of Nine Hundred Sixty (960) hours of accrued sick leave at the employee's base rate of pay (based upon a forty hour workweek) with less than twenty years of service.

Employees with less than ten (10) years of service will not receive a payout for any unused sick time upon separation, except in the cases of death or service related disability.

Years of service, for purposes of this Article, shall be as determined by Police and Fire Pension Board.

Section 10. Any time that an employee uses forty-eight (48) hours or less of sick leave during a calendar year, the employee may sell back his accrued unused sick leave for that calendar year at the same rate as if the employee used the sick leave, providing that the employee has accrued and maintains 480 hours of sick time. Neither the employee nor the employer shall pay into the retirement system on cash payments to employees. Payment of the unused sick time shall be on two equal checks, paid on the first payday of April and the first payday of October in each succeeding year. Employees who are entitled to sell sick time under the provision of this section, and who retire before the second pay of April shall have this payment added to their terminal pay.

## **ARTICLE 29 - INJURY-ON-DUTY BENEFITS**

Section 1. Every full-time employee shall be entitled to apply for benefits under this Article on account of sickness or injury, provided that such disability was occasioned while in the direct line of duty under such circumstances as would cause the injury or disability to be compensable under the Worker's Compensation Laws of the State of Ohio (Ohio Revised Code Chapter 4123). The disabled employee is entitled to receive one hundred and eleven (111) shift days of time off with full pay, with any light duty worked after the injury date not being counted as I.O.D. time and thereafter, if further approved by the Safety Director and Chief of Fire, fifty-five (55) shift days of half pay for the disability, as long as the disability continues.

A. 40 hour employees shall be entitled to two hundred and eight (208) scheduled 10-hour work days or 260 scheduled 8-hour work days, as applicable, of full disability and thereafter if further approved by the Safety Director and the Chief of Fire, one hundred and four (104) scheduled 10-hour work days of half pay or 130 scheduled 8-hour work days of half pay, as applicable.

Section 2. To apply for benefits under Section 1 hereof, written application shall be made to the Director of Safety and Chief of Fire, accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Director and the Chief to

approve or reject the application and if rejected to require an examination by a registered physician of their selection at the Employer's expense. If the Employer's physician confirms the disability; his decision shall be binding upon the Employer.

Before any employee who has made application to the Chief of Fire or Director of Safety for benefits under this Article is entitled to receive any benefits under this Article, they shall first make application through the Employer for Worker's Compensation Benefits and for benefits from any other compensation fund to which the Employer contributes and complete a reimbursement agreement (See Appendix "A"). No Employee shall be eligible for Employer-paid injury-on-duty benefits until the application is completed, however, benefits under this Article shall commence from the first day of the disability.

Section 3. When the employee's application is approved, the Chief of Fire and Director of Safety shall place the employee on such benefit status effective from the first day of the disability. The employee will be paid his full benefits as provided in Section 1 until such time as the Worker's Compensation Fund begins making payments. The employee shall reimburse the Employer for injury-on-duty benefits paid by the Employer up to the amount of Worker's Compensation benefits received by the employee from the Worker's Compensation Fund for actual lost time. The employee shall not be required to reimburse the Employer out of benefits received for permanent or temporary partial, or permanent or temporary total disability.

Section 4. In the event that an injury or disability requiring the employee to be off work for more than seven (7) calendar days is disallowed by the compensation fund, the employee shall be charged with all time lost from work against his accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off up to and including the date the claim is disallowed, then any monies paid to the employee by the Employer under this Article shall be repaid by the employee to the Employer.

### **ARTICLE 30 - STEP DIFFERENTIAL**

Section 1. Employees in the bargaining unit within the classification of Fireman, hired on or after the ratification of this Agreement, with less than one (1) year of completed service shall receive eighty percent (80%) of the base rate of pay of employees within the classification of Fireman with more than three (3) years of completed service.

Section 2. Employees in the bargaining unit within the classification of Fireman, hired on or after the ratification of this Agreement, with more than one (1) year but less than two (2) years of completed service, shall receive ninety percent (90%) of the base rate of pay of employees within the classification of Fireman with more than three (3) years of completed service.

Section 3. Employees in the bargaining unit within the classification of Fireman, hired on or after the ratification of this Agreement, with more than two (2) years but less than three (3) years of completed service, shall receive ninety-five percent (95%) of the base rate of pay of

employees within the classification of Fireman with more than three (3) years of completed service.

### **ARTICLE 31- WAGES**

Section 1. Effective January 1, 2014, each member of the bargaining unit shall be entitled to a two percent (2%) increase in his base rate of pay.

Effective January 1, 2015, each member of the bargaining unit shall be entitled to a two percent (2%) increase in his base rate of pay.

The City of Lorain and the IAFF will re-open negotiations for Article 30, Sections 1 and 3 for the 2016 contract year.

Section 2. Effective January 1, 2014, all bargaining unit members who have a current Emergency Medical Technician certification shall receive an additional five hundred dollar (\$500.00) annual payment, to be paid on a bi-weekly basis.

Section 3. Effective January 1st of each year, every full-time employee covered by this Agreement (those on the three-platoon system and those on a forty-hour-workweek schedule) shall be credited with twenty-six (26) hours' compensatory time.

### **ARTICLE 32 - NO STRIKE/NO LOCKOUT**

Section 1. This Agreement provides for the orderly resolution of grievances. The Employer and the IAFF recognize the need to provide for the interrupted services essential to the public health, safety and welfare of the citizens of the City of Lorain. Therefore:

- A. The IAFF agrees that neither it, nor its officers, agents, or representatives, will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sick out, walkout, slowdown or any other interruption of operations or services of the Employer, by its members.

In the event that any of its members are engaged in a strike activity, as outlined above, the IAFF shall upon receipt of written notice by the Employer, immediately and conspicuously post notice over the signature of an authorized representative of the IAFF to the effect that the IAFF does not condone or sanction any of the activities outlined above and that if such activities are in progress all employees shall immediately return to work. Failure of the IAFF to post the notice as described herein shall be cause for the Employer to seek such remedies against the IAFF as are provided by law or this Agreement. Any employee failing to return to work, who participates or promotes any strike activities as previously outlined, may be discharged and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.

- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the IAFF, unless the IAFF shall have violated Section A of this Article.

Section 2. Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees.

Section 3. There shall be no mutual aid to cities that refuse to respond to an emergency with a normal complement of employees.

### **ARTICLE 33 - PRESENT BENEFITS AND PAST PRACTICES**

Section 1. All present benefits and past practices in effect prior to this Agreement and not covered by, in conflict with, or superseded by this Agreement shall remain in full force and effect, unless and until changed in writing by mutual agreement of the parties.

### **ARTICLE 34 - APPLICABLE LAWS AND REGULATIONS**

Section 1. All federal, state and local laws and regulations which relate to or affect the operation of the Lorain Fire Department and/or relate to or affect the employees of the bargaining unit, except for those laws and regulations which are specifically and legally covered by, superseded by, or in conflict with the terms of this collective bargaining agreement shall continue to be applicable to and binding upon the employer and employees in the bargaining unit. Nothing in this Agreement shall be construed so as to limit the rights and liabilities of the parties to this Agreement which are provided by law or regulation except to the extent those rights and liabilities have been so modified by this Agreement.

Section 2. It is the further intent of the parties that no section of the Civil Service Laws contained in Revised Code Chapter 124 or the local rules and regulations of the Lorain Civil Service Commission shall apply to employee in the bargaining unit, to the extent such matters are specifically addressed in this Agreement. It is expressly understood that the Lorain Civil Service Commission shall have no authority or jurisdiction over matters subject to the Grievance Procedure or the Discipline/Corrective Action Articles of this Agreement. The Lorain Civil Service Commission shall continue to have authority and/or jurisdiction over those matters which have not specifically been addressed in this Agreement.

Section 3. The parties further agree and stipulate that the arbitrator of any dispute arising out of the terms of this Agreement may consider decisions of Federal and State Courts, interpreting the provisions of this Agreement and the laws referenced herein, for their precedential value.

## **ARTICLE 35 - WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of bona fide emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, or the Mayor of the City of Lorain, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended at this discretion of the Employer:

1. Time limits for management replies on grievances, or IAFF submissions of grievances.
2. Selected work rules and/or agreements and practices relating to the assignment of all employees; except that it is agreed that there shall be no loss of premium pay earned as set forth in this Agreement unless otherwise mutually agreed upon between the parties.

Section 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the applicable point in the Grievance Procedure to which they had properly progressed.

## **ARTICLE 36 - SEVERABILITY**

Section 1. This Agreement is subject to all applicable Federal laws and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part of provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the IAFF will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable. Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

## **ARTICLE 37 - DURATION OF AGREEMENT**

Section 1. This Agreement shall be effective as of the date of ratification or a final award of a conciliator and shall remain in effect in full force until December 31, 2016 or until changed by mutual agreement of the parties, except that there shall be a re-opener for the 2016 calendar year for Article 25 and Article 30, Sections 1 and 3 only.

Section 2. If either party desires to modify or amend the next Agreement (i.e. after the Agreement reference above), it shall give written notice of such intent no earlier than one hundred fifty (150) calendar days nor later than ninety (90) calendar days prior to the expiration

date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall attempt to commence negotiations within two (2) calendar weeks upon receiving such notice of intent.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the IAFF and all prior agreements, either oral or written, are hereby cancelled. Therefore, the Employer and the IAFF each voluntarily and unequivocally waive the right and each agrees that the other shall not be obligated to bargain collectively on any subject matter for the life of this Agreement.

#### **ARTICLE 38 - RANK DIFFERENTIAL**

There shall be no less than a fifteen percent (15%) rank differential between the rank of firefighter and lieutenant and/or mechanic, and between the promoted ranks within the bargaining unit. Effective January 1, 2016, the rank differential shall be increased to sixteen percent (16%) between ranks.

#### **ARTICLE 39 - SMOKING POLICY**

Section 1. There shall be no smoking indoors in compliance with State and local law.

Section 2. There shall be no smoking in any fire department vehicle.

Section 3. It is the responsibility of the officer in charge to enforce the smoking policy. Any disputes that cannot be resolved by the officer in charge shall be reported to the Fire Chief.

#### **ARTICLE 40 - BEREAVEMENT LEAVE**

Funeral leave shall be provided as follows:

- A. Paid leave to attend the funeral of a member of the employee's immediate family shall be granted by the employer for the following: employees assigned to the three-platoon system, two (2) tours of duty, for 40-hour employees, three (3) consecutive work days one of those days being the day of the funeral. With the recommendation and approval of the appointing authority, sick leave may be granted for an additional 3 consecutive calendar days.

- B. In order for an employee to be paid, proof of bereavement shall be presented to the appointing authority upon return to work.
- C. For purposes of this Article, immediate family shall be defined as follows: spouse, parent, parent-in-law, stepparent, child, step-child, brother, sister, grandparent, grandparent-in-law, grandchild, half-brother, half-sister, brother-in-law or sister-in-law. Other relatives living in the same household shall be considered as immediate family.
- D. In the event of a funeral for an employee's family member that is not mentioned in C above, the employee may use sick leave as provided for in Section 124.38 of the Ohio Revised Code.

#### **ARTICLE 41 - LINEN ALLOWANCE**

Section 1. In order to promulgate healthful and sanitary living conditions within the fire stations, the City of Lorain shall provide the Fire Department with an adequate number of dish towels along with one washer and one dryer equipment, to wash the towels no later than March 1, 1995. The washing and drying of towels shall be in accordance with a policy established by the Fire Chief.

Section 2. In each subsequent year of this agreement, the City of Lorain shall provide a linen allowance of \$6,000.00 annually, to be divided equally among all bargaining unit members of the Fire Department. Said linen allowance shall be paid in a separate check along with the first pay in March. This allowance will require members to furnish themselves with adequate bed and bathing linens as well as the cleaning and upkeep of same.

#### **ARTICLE 42 - TUITION AND EDUCATIONAL REIMBURSEMENT**

Section 1. An educational reimbursement program is hereby adopted for all bargaining unit employees. The purpose of the program shall be to encourage employees to upgrade their competence and skill level in the fire/rescue service. Courses will be taken outside regular working hours and will be on a voluntary basis.

Section 2. Educational aid shall be granted to employees who have completed three (3) or more years of continuous employment. An employee who is otherwise eligible but who does not have three (3) years of continuous employment will be permitted to participate in the program, but educational aid will be withheld until three (3) years of employment have been completed. If an employee's employment is terminated prior to completion of a course, he/she will not be eligible for educational aid. To be eligible, the employee must enroll in such courses that meet the following requirements:

1. Fire science related field of study course that will tend to improve the employee's performance in his/her current position; or

2. Fire science related field of study course that will help prepare the employee for future assignments with the Employer for which the employee might reasonably be expected to qualify; or
3. Fire science related field of study courses that are part of a curriculum leading to a degree in:

Fire Science/Fire Administration  
Behavioral Science/Psychology with Fire Science concentration  
Business or Public Administration with Fire Science concentration  
Social Science with Fire Science concentration  
Engineering with Fire Science concentration  
Emergency Medical Services  
Hazardous Materials/Waste  
Technical/Tactical Rescue

Section 3. Employees will be permitted to enroll in either credit or non-credit courses offered by an accredited college or university.

Section 4. The Employer shall reimburse one hundred percent (100%) of the tuition and book fees required for the course upon the employee's satisfactory completion of the course. For purposes of this section, "satisfactory completion of the course" shall mean the employee received a passing grade of "C" or a minimum of 2.0 on a 4.0 grading scale for all credit classes or a class completion certificate for all non-credit classes.

Section 5. Under no circumstances shall educational aid be granted for covering the costs of materials, examination fees, or transportation. No tuition aid shall be granted for courses that are otherwise covered by scholarships, financial aid, or other educational benefits.

Section 6. The City shall reimburse up to a maximum of \$20,000.00 per year to employees any cost for tuition upon successful completion of courses taken in the field of Fire Science related fields of study as defined in Section 2. Should requests for reimbursement surpass this amount in any years the Safety Director shall have the authority to exceed the limit set forth in this section. For purposes of this Section "satisfactory completion of course work" shall mean the employee receiving a passing grade of "C" or better or a grade of 2.0 or better on a 4.0 grading scale.

When a bargaining unit member qualifies for educational reimbursement, the member shall be reimbursed at the current Lorain County Community College rate for classes at the credit hour rate charged by the college at the time the class was taken by the bargaining unit member.

Section 7. A bargaining unit employee shall receive a stipend of Two Hundred Fifty dollars (\$250.00) per year, paid on a monthly basis, for successful completion of an Associate's Degree and Five Hundred Dollars (\$500.00) per year, paid on a monthly basis, upon successful completion of a Bachelor's Degree. The degrees must be from an accredited college or university.

## ARTICLE 43 - SUBSTANCE ABUSE POLICY

### Section 1. OBJECTIVE

This policy establishes the appropriate direction of substance abuse situations recognizing our responsibility in the area of job safety, operational efficiency and service and public safety. This policy has been developed in recognition of and in response to the rights of each individual as well as our responsibility to assist in the elimination of this national problem; particularly when the problem concerns our employees.

### Section 2. APPLICABILITY

#### A. Employees

This policy applies to all employees of the City of Lorain Ohio Fire Department.

#### B. Substances

Examples of substances generally considered to be substances subject to abuse and covered by this policy are:

1. Marijuana metabolites
2. Amphetamines
3. Cocaine metabolites
4. Opiate metabolites
5. Phencyclidene
6. Alcohol

### Section 3. POLICY

The City of Lorain, Ohio will utilize testing as a means of detecting substance abuse in the work place and will control this situation by appropriate follow-up action. **ALCOHOL AND DRUG ABUSE WILL NOT BE TOLERATED IN THE WORK PLACE AND ITS PRESENCE MAY RESULT IN THE TERMINATION OF AN EMPLOYEE.** Except as provided in Section 5 below, testing will not occur during systematic random testing without notice. Testing may also occur as a result of observations of an individual's performance on the job which reveal a "reasonable basis to believe" he/she is under the influence of a controlled substance(s) and/or alcohol.

### Section 4. VOLUNTARY REQUEST FOR ASSISTANCE

Employees may voluntarily request assistance from the City of Lorain, Ohio in solving a substance abuse problem at any time prior to a test being administered in accordance with the above provisions without fear of termination unless the employee's conduct results in discharge pursuant to applicable provisions of the collective bargaining agreement. Such request should normally be directed to the Fire Chief in complete confidentiality.

Unpaid leaves of absences to correct a substance abuse situation may be granted in conjunction with request for assistance. Such unpaid leaves will be consistent with Ohio law and Federal Family Medical Leave Act.

After assistance has been requested, granted and received, if not completed, the provisions of this section exempting individuals receiving assistance from termination will no longer apply.

#### Section 5.

- A. All employees are subject to periodic controlled substance drug testing without notice. If an employee refuses to take such a drug test, the employee may be subject to discharge or suspension at the discretion of the City of Lorain, Ohio.
- B. Tests will be conducted on a random basis at unannounced times throughout the year. Random test for controlled substance drugs may be conducted just before, during or just after the performance of safety-sensitive functions but are not limited to the immediate time proximity of the performance of safety-sensitive functions. Once notified of selection for drug testing, a driver must proceed to a collection site to provide a urine specimen.
- C. Employees will be selected by a scientifically valid random process, and each employee will have an equal chance of being tested each time selections are made. The number of employees selected for random testing will be in accordance with Level 2 or Level 3 OBWC regulations.
- D. This periodic testing without notice will not be implemented until 60 days after execution of this Agreement or after it is implemented City-wide, whichever is later.

#### Section 6. REASONABLE CAUSE TESTING

- A. In cases in which an employee is observed acting in an abnormal manner and there exists a "reasonable cause to believe" that the Individual is under the influence of controlled substances and/or alcohol, the City of Lorain, Ohio may require the person to go to a medical facility to provide urine specimens for laboratory testing. Under normal circumstances, a "reasonable cause for believe" observation should be made directly by an officer in the Fire Department at the rank of captain or above.
- B. An employee who is required to undergo "reasonable cause to believe" testing must be accompanied by an officer at the rank of captain or above to the local clinic or medical facility.
- C. Tests must be conducted when a properly trained officer has reasonable suspicion that the employee has violated the City's alcohol or drug prohibitions. This reasonable suspicion must be based on specific, contemporaneous, articulatable observations concerning the

employee's appearance, behavior, speech or body odors. The observations may include indications of chronic and withdrawal effects of controlled substances.

- D. Alcohol tests will be authorized for reasonable suspicions only if the required observations are made during or just before the work day when the employee must comply with alcohol prohibitions. If an alcohol test is not administered within two (2) hours of a determination of reasonable suspicion, the City will prepare and maintain a record explaining why this was not done. Attempts to conduct alcohol tests will terminate after eight (8) hours.
- E. An alcohol test may not be conducted by the person who determines that reasonable suspicion exists to conduct such a test.
- F. An officer who makes a finding of reasonable suspicion also must make a written record of his observations leading to a reasonable suspicion drug test within twenty-four (24) hours of the observed behavior or before the results of the drug test are released, whichever is earlier.
- G. "Reasonable Cause" Test Procedure
  1. "Reasonable cause to believe tests shall consist of the laboratory analysis of urine specimens. Such analysis must be made by a NIDA certified laboratory.
  2. Urine specimens will be drawn by appropriate medical personnel.
  3. At the time the specimens are taken, the individuals to be tested shall be given a copy of the specimen collection procedures. In addition, the individual must sign a consent form authorizing the testing and release of the test results to the Fire Chief of the City of Lorain, Ohio. Refusal to sign the consent form or to provide a specimen will subject the individual in question to disciplinary action up to and including discharge.

In some cases, the individual may be unable to provide a urine specimen. After a reasonable waiting period (not to exceed one (1) hour) and having liquids, if the employee refuses, he or she may be subject to discharge.

4. The transportation container shall then be sealed in the individual's presence and initialed by the tested Individual. The container should then be sent on that day or the next normal business day via air courier or other available means to a NIDA certified laboratory.

NOTE: The key to protecting all parties to the testing process is strict maintenance of the chain of possession. Such requires the immediate labeling and initialing of the specimen in the presence of the tested individual. If each container is received at the laboratory in an undamaged condition with properly sealed, labeled and initialed specimens, as certified by the laboratory, appropriate action may be taken based upon properly obtained laboratory results.

## Section 7. POST-ACCIDENT DRUG TESTING

Post-accident drug/alcohol testing shall be administered where any of the following circumstances occur:

1. A fatality of anyone involved in the accident;
2. Bodily injury to the employee and/or another person that requires off-site medical attention;
3. Any vehicular damage in apparent excess of \$500.00; and/or
4. Non-vehicular damage in apparent excess of \$500.00.

## Section 8. APPROPRIATE ACTION IN SITUATIONS OF SUBSTANCE ABUSE

The City of Lorain, Ohio recognizes the serious' consequences of a dismissal/termination of an individual. However, exposure of co-employees and/or the general public to injury or death by a substance abuser may warrant such action. The City of Lorain, Ohio is acutely aware of its responsibility in this area. Employees must also be mindful of their responsibility to approach the performance of their jobs free of drugs or alcohol.

If an employee tests positive to the substance abuse test, he or she will be afforded the opportunity to attend a rehabilitation program at the employee's expense or the employer's if provided by the health coverage program. Rehabilitation must be completed to the satisfaction of the physician in charge of the rehabilitation program.

Medical leave of absence will be granted at least twice in the event of substance abuse. Said leaves of absence shall be paid or unpaid, depending upon the employee's availability of accrued sick leave. The granting of said leave of absence shall not apply to employees convicted of a criminal drug offense or whose conduct results in a discharge pursuant to applicable provisions of the collective bargaining agreement.

Except as provided for above, after satisfactorily completing a prescribed period of rehabilitation, the employee will be put back to work following a negative drug test. Said employee may be tested at least six (6) times during the following twelve (12) month period without notification. Any employee testing positive following rehabilitation, will be subject to appropriate disciplinary action.

## Section 9. FOLLOW-UP TESTS

An employee who violates the City's drug or alcohol prohibition and is subsequently identified by a substance abuse professional as needing assistance in resolving a drug or alcohol problem will be subject to unannounced follow-up testing as directed by the substance abuse professional

in accordance with law. Follow-up alcohol testing will be conducted just before, during or just after the time when the employee is performing safety sensitive functions.

#### Section 10. RECORDS

Employee drug and alcohol test results and records will be maintained under strict confidentiality and released only in accordance with law. Upon written request, an employee will receive copies of any records pertaining to his use of drugs or alcohol, including any records pertaining to his drug or alcohol test. Records will be made available to a subsequent employer or other identified persons only as expressly requested in writing by the employee.

Section 11. All tests administered under this policy shall be evaluated in accordance with the Drug Screening Requirements in Appendix I

N.B. Appendix I to the proposal of the City shall be included as an appendix to the collective bargaining agreement effective January 1, 1995.

### **ARTICLE 44 - HAZMAT**

Section 1. In the event HAZMAT team members are required to respond to a hazardous material incident, all off duty responding members shall be compensated as follows:

- Response requiring level 'B' protection - double-time the base rate of pay
- Response requiring level 'A' protection - triple time the base rate of pay

Section 2. All on duty personnel who respond to the HAZMAT incident shall be compensated according to Article 44, Section 1.

### **ARTICLE 45 - MILITARY LEAVE**

Section 1. In addition to any requirements of state and federal law, bargaining unit employees who are members of the Ohio National Guard, The Ohio Military Reserve, the Ohio Naval Militia, or other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties, without loss of pay (in an amount equal to the lowest gross annual wage of the last three (3) calendar years, or, their straight time, base hourly rate at the time of their deployment, whichever is greater; minus the military pay received), for such time as they are performing military duty.

Section 2. A bargaining unit employee shall be required to submit to the employer the published order authorizing military duty, or a written statement from the appropriate military commander authorizing such duty, prior to being credited with military leave as described herein.

Section 3. Military leave shall be approved up to a maximum of twenty-one (21) tours of duty for annual training; and for any time when the employee may be called to active duty for a state of national emergency.

Section 4. A voluntary leave of absence (LOA), without pay; in excess of the entitled amounts outlined in Section 3 is permissible up to one year in length. On any LOA less than thirty (30) days in length, the city shall continue to be responsible for health care premiums. An LOA in excess of thirty (30) days will result in an interruption of the employee's health care; however, the employee may continue his/her insurance coverage by paying the city the appropriate COBRA health care premiums.

#### **ARTICLE 46 - USE OF VEHICLES**

In lieu of time off for meals, on duty members shall be permitted, with the permission of the Assistant Chief on duty, to use fire department vehicles as transportation to purchase groceries for on duty personnel. Such permission shall not be unreasonably withheld.

#### **ARTICLE 47- FIRE PREVENTION INCENTIVE PAY**

Section 1. Beginning January 1, 2001, each bargaining unit employee assigned to the forty-hour (40) work week shall be compensated at ten percent (10%) higher than their normal rate of pay, providing that educational requirements established for each forty-hour position are met by the employee.

Section 2. Educational requirements that must be met to qualify for the Fire Prevention Incentive Pay are as follows:

- A. Fire Inspector (from the rank of fire fighter)
  - 1. Must be a certified fire safety inspector
  - 2. Must successfully complete State of Ohio Basic Fire investigation, or equivalent
  - 3. Must successfully complete State of Ohio Advanced Fire investigation, or equivalent
  - 4. Must successfully complete State of Ohio Juvenile Fire Setter I, or equivalent
- B. Arson Investigator (from rank of Lieutenant)
  - 1. Must be a certified fire safety inspector
  - 2. Must successfully complete State of Ohio Basic Fire investigation, or equivalent
  - 3. Must successfully complete State of Ohio Advanced Fire investigation, or equivalent

4. Must successfully complete State of Ohio Juvenile Fire Setter I, or equivalent
  5. Must successfully complete State of Ohio Juvenile Fire Setter II, or equivalent
  6. Must be a Certified Underground Storage Tank Inspector
- C. Training Officer (from rank of Captain)
1. Must be a certified fire safety inspector
  2. Must successfully complete State of Ohio Basic Fire investigation, or equivalent
  3. Must successfully complete State of Ohio Advanced Fire investigation, or equivalent
  4. Must successfully complete State of Ohio Certified Fire Instructor course, or equivalent
- D. Fire Marshal (from rank of Assistant Chief)
1. Must be a certified fire safety inspector
  2. Must successfully complete State of Ohio Basic Fire investigation, or equivalent
  3. Must successfully complete State of Ohio Advanced Fire investigation, or equivalent
  4. Must be a Certified Underground Storage Tank Inspector
  5. Must successfully complete State of Ohio Hydraulic Calculations for Sprinkler Systems, or equivalent
  6. Must successfully complete State of Ohio Introduction to Sprinkler and Standpipe Systems, or equivalent
  7. Must successfully complete Ohio Fire Incident Reporting System, or equivalent.

Section 3. Beginning July 1, 1998, all appointments to positions enumerated in section 2 of this article shall be filled through promotional tests conducted by the Lorain Civil Service Commission as outlined in Article XI of this agreement. If only one qualified candidate signs a posting for a vacant position enumerated in section 2 of this article, that employee shall be assigned to the position without having to compete in a promotional test. If no qualified candidate sign a posting for a vacant position enumerated in section 2 of this article, the fire chief shall have the authority to assign a qualified employee to fill the position.

Section 4. Whenever the Fire Chief determines that any class, curriculum, or certification required to achieve the educational requirements for Fire Prevention Incentive pay becomes unavailable to any fire prevention employee, said educational requirement shall be waived by the

Fire Chief, provided that the affected employee shall complete the educational requirement at the earliest opportunity; should the class, curriculum, or certification become available at a later date.

#### **ARTICLE 48 - FITNESS**

Section 1. The City of Lorain shall maintain all current fitness equipment. This shall include regular maintenance and repairs to keep the equipment safe and operable. It shall also require the City to replace any equipment that can no longer be repaired with comparable equipment. Section 2. Local #267 shall notify the Safety Director of equipment to be repaired or replaced. The City shall repair any equipment within thirty (30) days and or replace any equipment within sixty (60) days of the time that the Union President provides notice.

#### **ARTICLE 49 - PHYSICAL FITNESS PROGRAM**

Section 1. A voluntary physical fitness program is in effect as approved by the Fire Chief and attached as Exhibit B. The test shall be scheduled and administered quarterly to determine physical fitness. Participants must successfully complete the minimum standard in each event to be credited with the passing of the fitness test. The test will be given to all those who volunteer on a quarterly basis. Those who do not pass the test must wait until the next regularly scheduled test. No compensatory time or overtime will be given to participants for taking the test.

Section 2. Successful completion of the described tests in Exhibit B shall entitle the successful participant with the designated pay or compensatory time for the respective test that they passed in the respective quarter. Said option shall be exercised and credited immediately upon successful completion of the test.

#### **ARTICLE 50 - SENIORITY**

Section 1. All time off shall be picked by departmental seniority, within the members scheduled shift, without regard to rank within the Fire Department. Assistant Chiefs, Captains, Mechanics and Fire Prevention personnel will schedule time off independently of shift personnel, according to department seniority.

Section 2. There shall be no restrictions on the use of vacation, holiday, and leveling off time for members of each respective classification other than those contained within the Lorain Fire Department Policy titled "Vacation, Holiday and Leveling Off Picks for Shift Personnel" revised on May 25, 2010 (Attachment C).

## ARTICLE 51 - BID SYSTEM

Section 1. A bid system is hereby established for the following assignments:

- Pumper 1 operator
- Pumper 3 operator
- Pumper 4 operator
- Pumper 7 operator
- Tower 1

Section 2. Bid positions shall be awarded based on seniority. Members bidding on these positions must be otherwise qualified for the position for which they are bidding.

Section 3. The Fire Chief shall conduct all bid assignments at the time a vacancy exists due to resignation, retirement, or any other reason. Bids will be open to the entire department.

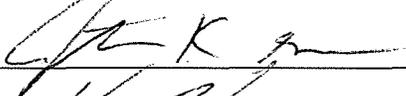
A sign up posting shall be placed in all stations for a period of seven days whenever a vacancy exists. Any person who is off at the time of this posting shall be notified by his/her Assistant Chief of the vacancy.

The Fire Chief, or his designee, shall post all vacancies within two (2) business days of the vacancy.

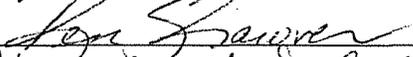
Section 4. The Fire Chief may bid out anticipated vacancies, provided that no bid position is filled until the vacancy actually occurs. Whenever the bidding of a bid position results in bidding out additional vacated positions, all bid jobs related to this specific bid process shall be filled after all bidding for all positions has been completed. Personnel who switch platoons shall have their scheduled time off mirrored as close as possible.

EXECUTION

For the Union:

  
\_\_\_\_\_

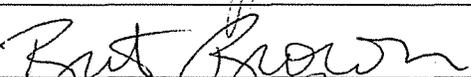
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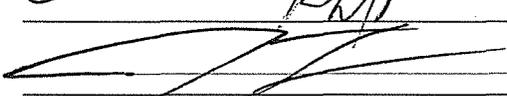
  
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Date: \_\_\_\_\_

For the City:

  
\_\_\_\_\_

Date: 3/11/15

  
\_\_\_\_\_

Date: 3/11/15

  
\_\_\_\_\_

Date: 3/11/15

## EXHIBIT I

### Medical, Prescription Drug and Vision Coverage Schedule of Benefits

Physicians Office Service In Network / Out of Network	In Network You are responsible for	Out of Network The Plan Pays
<i>Office Visits for preventive Health Care including comprehensive physical exams (including routine immunizations and mammograms.)</i>	<i>\$15.00 copay per visit</i>	<i>\$15.00 copay, then 70% of eligible expenses</i>
<i>Pap smears and mammograms</i>	<i>\$15.00 copay per visit, then 90%</i>	<i>\$15.00 copay, then 70% of eligible expenses</i>
<i>Vision and Hearing exams</i>	<i>\$15.00 copay per visit, then 100%</i>	<i>Not covered</i>
<i>Well baby/child care (including routine immunizations and injection)</i>	<i>\$15.00 copay per visit, then 90%</i>	<i>\$15.00 copay, then 70% of eligible expenses</i>
<i>Office Visits for injury or sickness, including routine office visits (including x-rays and diagnostic testing in the office)</i>	<i>\$15.00 copay per visit, then 90%</i>	<i>\$15.00 copay, then 70% of eligible expenses</i>
<i>Surgical Services in office</i>	<i>\$15.00 copay per visit, then 90%</i>	<i>\$15.00 copay, then 70% of eligible expenses</i>
<i>Obstetrical office visits, pre and post natal</i>	<i>\$15.00 copay (initial visit) No copay thereafter for pregnancy</i>	<i>\$15.00 copay, then 70% of eligible expenses</i>
<b>URGENT CARE FACILITY SERVICES</b>	<b>\$15.00 copay per visit</b>	<b>\$15.00 copay, then 70%</b>

\*At least one Urgent Care Facility within 3 miles of City

Limits will be In-Network.

	IN NETWORK	OUT OF NETWORK
Room and Board (semi-private room)	80%	Paid at 60% of eligible expenses
Hospital services and supplies	80%	Paid at 60% of eligible expenses
Physicians and surgeon service	80%	Paid at 60% of eligible expenses
Anesthesia	80%	Paid at 60% of eligible expenses

OUTPATIENT HOSPITAL SERVICES	IN NETWORK	OUT OF NETWORK
All outpatient service and supplies (unless otherwise indicated)	80%	Paid at 60% of eligible expenses
x-ray and diagnostic tests	80%	Paid at 60% of eligible expenses
Physicians and professional services	80%	Paid at 60% of eligible expenses

<u>EMERGENCY HEALTH SERVICES</u>	<u>IN NETWORK</u>	<u>OUT OF NETWORK</u>
Emergency room service, in or out of area, the Plan must be notified within 24 hours or as soon as possible of emergency hospital admission.	\$100.00 copay per visit (no co-pay if patient is admitted to hospital from emergency room or if the patient's visit is the result of an injury caused by an accident)	\$100.00 copay per visit (no copay if patient is admitted to hospital from emergency room or if the patient's visit is the result of an injury caused by an accident)

**PPO NETWORK COMPREHENSIVE MAJOR MEDICAL  
SCHEDULE OF BENEFITS**

Benefit Period	Calendar Year
PPO Network Benefit Period Deductible	\$300 single / \$600 family
Non-PPO Network Benefit Period Deductible	\$300 single / \$600 family
Blood Deductible	2 pints
Dependent Age Limit	The 19 <sup>th</sup> birthday or the 23 <sup>rd</sup> birthday if the dependent is a Full-time Student and receives more than half of their <b>support</b> from their parents
Coinsurance Limit (Excluding Deductible and Copay)	\$1,000 single / \$2,000 family
Non-PPO Network Coinsurance Limit	\$2,000 single / \$4,000 family (excludes Benefit Period Deductible)

Any amounts applied to your Coinsurance Limit will also be applied to your Non-PPO Network Coinsurance Limit. Any amounts applied to your Non-PPO Network Coinsurance will also be applied to your Coinsurance Limit. Non-PPO Network Deductibles and Coinsurance will apply to all Non-Network Providers.

Any Excess Charges you pay for claims will not accumulate towards the Coinsurance Limits or towards the Non-PPO Network Coinsurance Limits.

The following Covered Service is not subject to the Benefit Period Deductible or Coinsurance provisions:  
*Ambulance Services.*

The following Covered Service is not subject to the Benefit Period Deductible or Coinsurance provisions but is subject to a \$25.00 medical and non-medical emergency co-payment: *Emergency room visits (co-payment waived if admitted).*

The following Covered Services are not subject to the Benefit Period Deductible or Coinsurance provisions when received from a PPO Network Provider but are subject to a \$15 co-payment:

*Medically necessary office visits  
Routine physical exams  
Second surgical opinion services  
Well child care exams*

It is important that you understand how MMO calculates your responsibilities under this Benefits Book. Please consult the "HOW CLAIMS ARE PAID" section for necessary information.

To receive maximum benefits you must use PPO Network Providers. PPO Network Providers may change. MMO will tell you 60 days before a PPO Network Hospital becomes Non-PPO Network. Participating Providers: The Claims Administrator may have contracts in place with Non-Network Providers who have agreed to accept the Claims Administrator's reimbursement levels and will not balance bill the Participant for covered charges. City of Lorain has elected to exempt the Plan (or self-funded portion) from all of the above requirements.

Due to the Plan being governed by a collective bargaining agreement, the exception from the Federal requirement will be in effect for three years for the Plan year beginning February 1, 2001 and may be renewed for subsequent Plan years. (Please note the HIPAA form located in the General Provisions Section).

BENEFIT PERIOD MAXIMUMS PER COVERED PERSON

Health Supervision Services received from a PPO Network Provider	\$500 each calendar year to age 9
Child Health Supervision Services received from a Non-PPO Network Provider	\$500 up to 1 year or age; \$150 each calendar year to age 9
Home Health Care Services	180 days
Inpatient Mental Health Care Services received from a Network Provider	365 days: First 30 days, you pay 10% of the Lesser Amount -- Next 60 days, you pay 20% of the Lesser Amount -- Remaining 275 days, you pay 50% of the Lesser Amount
Inpatient Mental Health Care Services received from a Non-Network Provider	\$4,000
Inpatient Drug Abuse and Alcoholism Services received from a PPO Network Provider	15 days
Inpatient Drug Abuse and Alcoholism Services received from a Non-PPO Network Provider	\$550
Inpatient Physical Rehabilitation Services	45 days
Outpatient mental Health Care, Drug Abuse and Alcoholism Services from a PPO Network Provider	180 visits
Outpatient mental Health Care, Drug Abuse and Alcoholism Services from a Non-PPO Network Provider	\$550
Routine Mammogram Services	1 mammogram; limited to \$85
Routine Physical Exams	2 exams
Routine PAP Test	1 test
Routine CBD, SMA-12, urinalysis, chest x-ray and EKG	1 of each test

Skilled Nursing Facility Services	180 days
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MAXIMUM BENEFIT PAYABLE PER LIFETIME PER COVERED PERSON:

For all Covered Services                      \$1,500,000

For Hospice Services                              180 days

COINSURANCE PAYMENTS – CONTRACTING PROVIDERS

TYPE OF SERVICE	For Covered Services received from a PPO Network Provider	For covered Services received from a Non-PPO Network Provider  Before your Non-PPO Network Coinsurance Limit has been reached	For covered Services received from a Non-PPO Network Provider  After your Non-PPO Network Coinsurance Limit has been reached
		YOU PAY THE FOLLOWING BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED	YOU PAY THE FOLLOWING BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED
Allergy injections, allergy tests, durable medical equipment, extractions (bony impactions), oral accident, outpatient blood typing and administration, outpatient professional speech therapy, blood, private duty nursing, outpatient mental health, drug and alcohol	20% of Lesser Amount	20% of Lesser Amount	DOES NOT APPLY
ALL OTHER COVERED SERVICES	20% of Lesser Amount	20% of Lesser Amount	DOES NOT APPLY
After your Coinsurance Limit has been reached			
Allergy injections, allergy tests, durable medical equipment, extractions (bony impactions), oral accident, outpatient blood typing and administration, outpatient professional speech therapy, blood, private duty nursing, outpatient mental health, drug and alcohol	0% of Lesser Amount	0% of Lesser Amount	0% of Lesser Amount
ALL OTHER COVERED SERVICES	0% OF Lesser Amount	0% of Lesser Amount	0% of Lesser Amount

**COINSURANCE PAYMENTS – NON-CONTRACTING PROVIDERS  
BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED**

For Covered Services received from a Non-Contracting Hospital, Skilled Nursing Facility,  
Home Health Care Agency or Hospice Facility (2)

TYPE OF SERVICE	Before your Non-PPO Network Coinsurance Limit has been reached	After your Non-PPO Network Coinsurance Limit has been reached
	<b>YOU PAY THE FOLLOWING BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED</b>	<b>YOU PAY THE FOLLOWING BEFORE YOUR COINSURANCE LIMIT HAS BEEN REACHED</b>
Allergy injections, allergy tests, durable medial equipment, extractions (bony impactions), oral accident, outpatient blood typing and administration, outpatient professional speech therapy, blood, private duty nursing, outpatient mental health, drug and alcohol	40% Of Covered Charges	Does Not Apply
<b>ALL OTHER COVERED SERVICES</b>	40% Of Covered Charges	Does Not Apply
Allergy injections, allergy tests, durable medial equipment, extractions (bony impactions), oral accident, outpatient blood typing and administration, outpatient professional speech therapy, blood, private duty nursing, outpatient mental health, drug and alcohol	0% of Covered Charges	0% of Covered Charges
<b>ALL OTHER COVERED SERVICES</b>	0% Of Covered Charges	0% of Covered Charges

Effective at the same time and only if implemented with the FOP, USW and non-union employees, the co-payments for prescription drugs shall be as follows:

**PRESCRIPTION DRUGS EMPLOYEE CO-PAYMENTS (PER PRESCRIPTION)**

	<u>RETAIL</u>	<u>MAIL ORDER</u>
Generic	\$10.00	\$20.00
Name Brand	\$25.00	\$50.00
Non-Formulary	\$40.00	\$80.00

**EXHIBIT II**  
**Spousal Coverage**

There have been a number of questions regarding Spousal Coverage. The simplest way to define the negotiated agreement is to say that the City of Lorain will be a secondary payer for the employee's Spouse, unless they are not eligible for coverage elsewhere.

The following questions and answers may help you understand what is required and how this program works:

Q/1: Does my Spouse have to take Family coverage with her employer?

No, even if you have no children, you would still carry Family coverage with the City and include your Spouse in your City coverage. The City would then pay as a Secondary Payer, thus paying those medical costs not covered by your Spouse's plan, which would be covered under the City's plan, copays, deductibles, prescription drugs, vision.

Q/2: Does my Spouse have to take his/her employer's dental, vision, and drug coverages?

No. The City only requires that Single Medical coverage be elected by the Spouse: however if the City implements a prescription drug coordination plan than spouses may be required to obtain prescription coverage in addition to single medical coverage. The City will not reimburse your Spouse for any coverages he/she may elect to take, other than medical and prescription drug if the City of Lorain implements a prescription drug coordination of benefits plan.

Q/3: What if my Spouse's employer only offers an HMO?

As it is almost impossible to coordinate benefits with an HMO, and an HMO is the only plan your Spouse's employer offers, the City would not require him/her to elect their employer's coverage.

Q/4: As a part-time employee, my Spouse has to pay a greater share of the premium than the employer's full time employees.

If your Spouse does not meet the requirements of his/her employer for full time status, your Spouse would not be required to elect his/her employer's single health coverage.

Q/5: If my Spouse elects medical coverage with his/her Employer, will she/he still be eligible to use my City prescription card, vision plan and Flexible Spending Account?

Yes. The city is only asking that your Spouse's employer take the responsibility of being the Primary Payer for their employee's (your Spouse) medical coverage. Your Spouse would still receive the full benefits of the City's prescription and mail order drug programs, the vision and the Flexible Spending Account. The City would also, as the secondary payer, be picking up the costs of your Spouse's medical co-pays and deductible.

Q/6: What expenses from my Spouse's health plan would the City not pick up?

Those expenses that would not have been covered under the City's health plan. Example: procedures that were not medically necessary, cosmetic procedures, overcharges, financial penalties applied by your Spouse's health plan (penalties his/her plan has for not going to a network provider), the City of Lorain's co-pays and deductibles, etc.

Q/7: What if my Spouse's employment terminates?

If your Spouse loses his/her coverage, he/she will be covered under the City's plan the day that he/she is no longer eligible for coverage, with no waiting or pre-existing limitations, providing you notify the City of Lorain's Benefit Manager within 30 days of such change.

Q/8: My Spouse's employer offers multiple medical plans, with different contribution requirements. Which plan should my Spouse elect?

Your Spouse must elect the medical plan with the lowest contribution (the amount deducted from his/her pay). As the City's plan will be the secondary payer, and pick-up the higher co-pays and deductibles, the election of a lower cost plan will still provide the same, or higher, benefits to your Spouse than if your Spouse were primary on the City's plan.

Note: Your Spouse does not have to elect an HMO (Health Maintenance Organization). However, if a PPO (a program like Super Blue Plus, Qual Choice, Emerald, Super Blue) is the lowest cost plan offered by his/her employer, this would be the plan he/she would select.

Q/9: How much must my Spouse pay toward his/her employer's coverage?

Your Spouse will be reimbursed every quarter providing: Your Spouse submits contribution documentation to the City's Benefits Manager. Documentation can be a letter from your Spouse's employer or Benefits Manager stating he/she has coverage, and the amount paid by quarter, copies of your Spouse's pay stubs that identify Medical Premium contributions and a copy of the City of Lorain's Reimbursement form completed by your Spouse's employer. Note: Remember, the City will only reimburse the amounts for medical coverage. However, the city will also reimburse for prescription drug coverage if the City implements a prescription drug coordination of benefits plan.

## **Attachment B**

### **Physical Fitness Training**

As provided in the Collective Bargaining Agreement between the City of Lorain and the Lorain Professional Firefighters, IAFF Local 267, specifically Article 52, and in order to enhance the physical fitness of the employees of the Lorain Fire Department, a test will be given each calendar quarter for a total of four times per calendar year.

**Test Rules and Regulations:** The test shall consist of events as agreed upon from time to time by the IAFF and the Fire Chief. The Fire Chief shall designate a PFT Coordinator for the administration of the test and associated record-keeping duties, who shall report to the Chief or his designee on matters and questions regarding the test. The coordinator shall utilize three (3) members of the bargaining unit to assist him or her in the administration of the test. The members chosen for this task must have passed a quarterly test in the 6 months prior to their assignment, in which said assignment will in no way give rise to a grievance filed by a bargaining unit member alleging violation of CBA Article 14, Section 7. These members so designated shall serve for one year, unless it becomes necessary to remove them by the Fire Chief or his designee. The PFT Coordinator may temporarily fill these positions as needed with qualified bargaining unit members from time to time in case of absences.

The tests for each quarter will be scheduled on two consecutive days within the first two weeks of the months of January, April, July and October. The test will be offered, as necessary, on two consecutive days, no less than two weeks after the original quarterly test. Participants are required to sign up for their desired test time on a sign-up sheet which shall be posted outside of the Fire Chief's office at least two weeks prior to the test dates. Bargaining unit members that are on official light-duty status, injured-on-duty status, or are otherwise officially off from work due to any type of illness or injury may not take the Quarterly tests or the make-up test.

Bargaining unit members volunteering to take the Physical Fitness Test will do so strictly on a voluntary basis and on their own time. They may not take the test on duty time, unless the necessary time off has been approved through the normal chain of command. Injuries or illnesses that occur as a result of a bargaining unit member voluntarily participating in this test are not to be considered on-duty injuries. Conversely, the PFT Coordinator and his properly designated assistants are considered to be working on an approved Department detail and shall receive appropriate contractual compensation for their time.

In cases of hazardous or extremely inclement weather as determined by the Fire Chief or his designee, or the PFT Coordinator, the scheduled test may be postponed until the following week.

Participants understand that the test is voluntary and not required by the Lorain Fire Department, and is to be considered a contractual benefit. Participants must successfully complete the minimum standard for each event to be credited with passing the test. Those who have passed the test will be credited at the below listed rates of pay or compensatory time. The proper request for compensation will be attached to the score sheet and forwarded to the payroll clerk, affixed with the approval signature of the PFT coordinator.

A make-up test will be scheduled two weeks after the scheduled quarterly test if needed. It will be for two consecutive days. Bargaining unit members that meet any of the below qualifications may take the make-up test, and only after signing for same on the sign-up sheet, which also will be posted outside of the Fire Chief's office at least two weeks prior to the make-up test. Members taking the make-up test must pass all three events, regardless of whether they had passed any of them during the Quarterly test. The make-up test may also be postponed until the following week under the conditions previously stated. If the member fails the make-up test or simply does not take it, he or she must wait until the next scheduled quarterly test to become eligible for the benefit. Members that pass the make-up test will not have their full quarterly benefit reduced.

Bargaining unit members are qualified to take the make-up test if any of the following apply:

- 1) He or she was on official light duty status or injured-on-duty status as recognized by the Fire Chief at the time of the Quarterly Tests.
- 2) He or she was on authorized military deployment or training, vacation, at a departmental-sanctioned school or training, out of town in any case, being unable to take the Quarterly Tests.
- 3) He or she was ill, injured, or sick on the days of the Quarterly Tests and unable to work or perform the events of the test. (A member that remains on light-duty status at the time of the make-up test and has not recovered from an illness or injury that prevented him or her from taking the Quarterly Test, may not take the make-up test. But, in the case of a member that remains on injured-on-duty status at the time of the make-up test, an extension through the remainder of the calendar quarter will be granted for a make-up test to be administered upon recovery and official return to full-duty status by the member, with no loss of any portion of that quarter's full benefit, provided that the firefighter has a history of passing the test for at least four (4) consecutive quarters immediately preceding his injury on duty incident.)
- 4) He or she attempted to pass the Quarterly Test but failed one or more event.

In the case of a bargaining unit member being assigned to an out-of-town, department-sanctioned school or event, or engaged in a military deployment, and unable to be present to take either the Quarterly test or the make-up test, the test may be administered by a designated proctor who is associated with the school or military unit, and agreed upon by both the IAFF and the Fire Chief or his designee, provided that the member has a history of passing the test for at least four (4) consecutive quarters preceding the current test period. The member must make arrangements to take the test within the two-week period between the regularly scheduled Quarterly test and the make-up test. The PFT Coordinator will fax an official LFD PFT Grading Score sheet to the proctor, which clearly explains the test with instructions for returning it.

## Test Grading Standards:

**Push-ups:** The person grading the exercise will count each acceptable push-up when the participant goes from a fully extended position and touches the grader's fist or an approved device with his or her chest. Failure to touch the grader's fist or device will result in the participant not being credited for same. When performing a repetition, the participant must maintain his or her upper torso and legs in a straight line with no bow. During the exercise, the participant may rest in an upward position with back bowed, and in contact with the surface at all times with only hands and feet.

**Sit-ups:** The person grading the exercise will credit the participant when he or she performs the exercise in the following manner. The participant will bend their knees approximately 45 degrees from the surface and cross his or her arms touching the chest. The participant's feet will be secured. The grader will credit a repetition when the participant's crossed arms touch his or her bent thighs. The participant must return to the start position prior to each repetition by touching his or her shoulder blades to the surface.

**Two-mile run:** There will be two (2) graders at the starting position and one (1) grader at the half-point or one mile marker. The course location will be the French Creek Reservation in Sheffield Village, George Daniel Stadium, or an alternate location that is mutually agreed upon by the Fire Chief and the union. The course will be clearly explained and each participant's finish time will be recorded and initialed by the grader.

## Mandatory Minimum Physical Test Standard

Push-ups and sit-ups are to be completed within a two (2) minute time period, and done in the manner previously described. Two (2) mile run will be done on a flat, paved surface at an approved site.

**Physical Fitness Test "A"**

25 hours of pay

Age	21-29	30-35	36-40	41-45	46-50	51-55	56+
Push-Ups	49	44	40	35	30	25	20
Sit-Ups	55	50	45	40	35	33	30
2 Mile Run	19:00	19:45	20:30	21:45	22:30	23:15	24:00

**Physical Fitness Test "B"**

10 hours of pay

No Age Standards	
Push-ups	10
Sit-Ups	15
1 Mile Run	11:30

**ATTACHMENT 'G'**  
**IAFF LOCAL #267 and THE CITY OF LORAIN**  
**GRIEVANCE FORM**

Name of employee \_\_\_\_\_ Grievance No. \_\_\_\_\_

Classification \_\_\_\_\_

Date/Time grievance occurred \_\_\_\_\_

Location where grievance occurred \_\_\_\_\_

Date grievance presented to supervisor \_\_\_\_\_

Article(s) and Section(s) of the C.B.A. violated \_\_\_\_\_

\_\_\_\_\_

Statement of facts \_\_\_\_\_

Relief requested \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
IAFF Officer Signature

**IAFF LOCAL #267 and THE CITY OF LORAIN**

**GRIEVANCE APPEAL FORM**

**STEP 2**

Delivered by the grievant or IAFF Officer to the Fire Chief

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
IAFF Officer Signature

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

Fire Chief's Answer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Fire Chief's Signature

\_\_\_\_\_  
Date

**IAFF LOCAL #267 and THE CITY OF LORAIN**

**GRIEVANCE APPEAL FORM**

**STEP 3**

Delivered by the grievant or IAFF Officer to the Safety Director

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

Safety Director's answer \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Safety Director's Signature

\_\_\_\_\_  
Date