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**AN AGREEMENT
BETWEEN
THE CITY OF PARMA HEIGHTS
AND
THE INTERNATIONAL ASSOCIATION OF
FIRE FIGHTERS
LOCAL 1690**

**EFFECTIVE JANUARY 1, 2014
EXPIRES DECEMBER 31, 2016**

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PREAMBLE

1.01 This Agreement is hereby entered into by and between the City of Parma Heights, Ohio, hereinafter referred to as the “City” and the International Association of Fire Fighters, Local 1690, hereinafter referred to as the “Union”.

PURPOSE AND INTENT

2.01 In an effort to continue harmonious and cooperative relationships with its employees and to insure its orderly and efficient operations, the City now desires to enter into an agreement reached through collective bargaining, which will have as its purposes, among others, the following:

- (1) To set forth in written form wages, hours, conditions of employment which have been mutually agreed upon by the City and the Union.
- (2) To promote individual efficiency and improved service to the citizens of the City of Parma Heights.
- (3) To provide a basis for adjustment of grievances arising from the application and interpretation of the various specific provisions hereunder adopted.

RECOGNITION

3.01 The Union is recognized as sole and exclusive representative for the duration of this Agreement of full-time employees in the classifications of Fire Captain, (except Executive Officer or Officer acting in absence of Chief), Fire Lieutenant, Fire fighter 3rd year, Fire fighter 2nd year, Fire fighter 1st year, and Fire fighter in training. Part-time Seasonal and Temporary Employees and Supervisors, as defined in O.R.C. 4117.01(F), are excluded from the bargaining unit for which recognition is granted.

DUES CHECK-OFF

4.01 The City will deduct an initiation fee and regular monthly dues from the pay of employees covered by this Agreement upon receipt from the Union or individual, written authorization cards voluntarily executed by an employee and bearing his signature. In addition, as a condition of employment, on or after the termination of a period of sixty (60) days following the beginning of a new employee's service or the effective date of this Agreement, whichever is later, any employee in the unit who is not a member of the Union shall pay, through employee deductions to the Union, a fair share fee, which fee shall not exceed the dues paid by members of the union. Authorization and revocation shall be in compliance with Section 4117.09(B)(2) and (C), Ohio Revised Code.

Deductions made pursuant to this Section 4.01 shall be remitted by the City to the Union once each month; and upon receipt, the union assumes full responsibility for all funds deducted.

MANAGEMENT RIGHTS

5.01 Except as they are specifically restricted or limited by the express language of this Agreement, the City shall retain all of its inherent rights, as Employer, including but not limited to the following:

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

- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; and to assign and schedule workers in whatever configuration best suits the City's needs in the area covered by this Agreement;
- (5) suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- (6) Make any and all rules and regulations;
- (7) Determine the adequacy of the work force;
- (8) Determine the overall mission of the employer as a unit of government;
- (9) Effectively manage the work force;
- (10) Take actions to carry out the mission of the public employer as a governmental unit.

5.02 In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of Employer, in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain exclusively those of the Employer.

NO-STRIKE

6.01 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout,

work stoppage, or other concerted interference with or the withholding of services from the Employer.

6.02 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage any attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, by state statute, not sanctioned by the Union and order all employees to return to work immediately.

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

6.04 It is further agreed that any violation of this section 6.01 through 6.04 shall be automatic and sufficient grounds for immediate discharge or other disciplinary action as determined solely by the Employer, without the employee having any recourse to any grievance or appeal procedure herein contained.

NON-DISCRIMINATION

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

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

UNION RIGHTS

8.01 The Union shall have the right to appoint or elect representatives from its membership and such representatives shall be authorized and recognized by the Employer to represent the Union in Employer-Employee related matters. The names of employees so selected shall be certified in writing to the Chief and Employer. Nothing herein contained shall prevent the Union from utilizing a staff representative and/or a union attorney at any conference or meeting with the Employer.

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

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

8.04 Meetings of Union members will be permitted on the premises of the Fire Department, provided that the normal work and duties are not interrupted by such meetings and that the time and location within the premises of said meetings shall receive prior approval from the Fire Chief. Such approval shall not be unreasonably denied.

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

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

8.06 The employer shall provide each member of the bargaining unit with a copy of the Agreement.

8.07 Union shall have the right to place a "Staffed By IAFF Local 1690" decal on every vehicle staffed by members of Local 1690. The decal shall be approximately 7"x9" and placed on each side of the vehicles.

RATES OF PAY

9.01 The yearly rates of pay applicable to employees in the classification set forth in Paragraph 3.01 of this Agreement will be as follows; effective January 1, 2014 through December 31, 2016 and continuing thereafter until a new rate is established or an agreement is negotiated as provided for in Section 24.01 herein:

Classification	Effective 1/1/14 2.00%	Effective 1/1/15 0%	Effective 1/1/16 2.00%
	Annual & Hourly	Annual & Hourly	Annual & Hourly
Fire Captain	83,526.70 33.4642	83,526.70 33.4642	85,197.23 34.1335

Fire Lieutenant		72,005.77 28.8485	72,005.77 28.8485	73,445.88 29.4254
Firefighter 3rd year		62,074.51 24.8696	62,074.51 24.8696	63,316.00 25.3670
Firefighter 2nd year		52,985.79 21.2283	52,985.79 21.2283	54,045.50 21.6528
Firefighter 1st year		48,598.96 19.4707	48,598.96 19.4707	49,570.94 19.8602
Firefighter Training		44,099.81 17.6682	44,099.81 17.6682	44,981.81 18.0216

The above respective sums to be paid bi-weekly, in substantially equal installments per year; said hourly compensation being based on 2,080 hours of work per year for members of the Fire Prevention Bureau, and 2,496 hours per year for all other members of the Fire Department.

Compensation as shown above incorporates a 16.0% rank differential above the rank of Fire fighter 3rd year. This Section shall not be construed as a guarantee of hours of work nor shall it be construed as a guaranteed annual salary.

A training wage as specified above shall be paid to a probationary Firefighter until such time as the firefighter becomes a part of the regular staffing on the fire department. As soon as a probationary firefighter becomes part of regular staffing s/he will be paid at the firefighter 1st year rate.

9.02 Any Fire fighter whose duty requires said Fire fighter to respond to emergency calls, whether as a Fire fighter, as an Emergency Medical Technician or as a Paramedic, shall be entitled to an emergency response allowance in addition to his regular compensation. This compensation will be paid as follows: six percent (6%) of the minimum yearly straight time earnings set forth in Paragraph 9.01 herein.

The above amount shall be payable in two (2) amounts on the pay date closest to May 1 and November 1 of each calendar year. No employee shall be entitled to said emergency response allowance until he shall have completed one (1) full year of service. On his first anniversary date, each such employee shall receive a pro rated amount for the months of service between his first anniversary date and the next installment of said allowance. When an employee leaves the Department through retirement, resignation or termination, the emergency response allowance shall be pro rated and the amount paid but unearned, shall be deducted from the employee's final paycheck.

9.03 When a Fire fighter is assigned the duty of "Acting Lieutenant" said Fire fighter shall be paid at a Lieutenant's normal rate of pay for such duty assignment.

9.04 Those Fire fighters whose normal duty requires that they work at twenty-four (24) hour tour of duty (to be defined as a twenty-four (24) hour period from 8:00 A.M. of day one (1) through 8:00 A.M. of day two (2)) shall be entitled to a tour of duty allowance which shall be paid in addition to the compensation set forth in 9.01 above. An allowance equal to thirty-cents (30¢) per hour shall be paid for hours worked between 4:00 p.m. and 12:00 a.m. and sixty-cents (60¢) per hour for hours worked between 12:00 a.m. and 8:00 a.m. An employee whose normal duty and regular schedule does not

require him to work a twenty-four hour tour of duty shall not be eligible for the tour of duty allowance; even if he works in excess of twelve (12) hours in a day.

9.05 Each member of the Fire Department holding an Associate's Degree or a 4-year degree from an accredited college or university, shall be entitled to a yearly payment of \$200.00; payable in equal amount of \$100.00 on February 1 and August 1 of each calendar. However, no member of the Fire Department shall be entitled to any education allowance during the period of his probation as defined in Section 19.01 of the Agreement. Any new member of the Fire Department completing his probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual education allowance payment date. All members of the Fire Department presently holding said degree prior to January 1, 1986 shall be eligible for the yearly allowance set forth above, but in order to qualify for the said allowance on and after January 1, 1986, the Associate's Degree or the 4 year degree from an accredited college or university must be in Fire Fighting Technology.

9.06 It shall be a condition of employment that all employees hired on and after October 1, 1987 have and maintain a State of Ohio Paramedic Certification (EMT-P) for a minimum of fifteen (15) continuous years after employment. After said fifteen (15) year period of time, an employee may allow this EMT-P to lapse, if, and only if, after said employee allows the above mentioned certificate to lapse, there remain not less than twenty-one (21) full-time employees in the department holding a valid EMT-P. Effective January 1, 2014 employees that maintain a State of Ohio Paramedic Certification shall be

compensated at a rate of an additional one dollar and fifty cents (\$1.50) per hour for all hours assigned to Front Line ALS Squad. Effective January 1, 2016, this amount shall be increased to one dollar and seventy-five cents (\$1.75) per hour.

9.07 On duty firefighters will not be required to shovel hydrants. Off duty firefighters (not part of the daily manning) called in on overtime rate may be used to shovel hydrants. The City reserves the right to utilize non-bargaining unit employees to clear snow from hydrants, if necessary.

9.08 Between 1600 hours and 0700 hours no employee will be required to engage in routine housekeeping, station maintenance or exterior maintenance activities. Activities related to preparing or keeping an emergency vehicle in service may be performed at any hour. Training and community relations activities are excluded from this provision.

9.09 Firefighters shall not be required to perform any lawn care or landscaping.

9.10 In efforts to promote health and wellness in the fire department. Lieutenants shall not unreasonably deny permission for physical fitness training during the work day after daily assignments are finished.

9.11 Educational Stipend- Each member shall receive an allowance of \$200.00 (two hundred Dollars) each year for educational enrichment. Employees must first enroll in a class and the class must be related to their employment with the City. Employees must show proof of the class and the cost of the class to receive reimbursement. Employees who don't utilize this stipend in any given year shall forfeit such stipend for that year only.

OVERTIME

10.01 The regular members of the Fire Department, excluding the Fire Chief, shall be paid, in addition to their regular compensation, for the performance of overtime duties as provided below:

(1) When any member of this Unit is called upon by the Mayor and/or Safety Director to perform duties in excess of one hundred four-four (144) hours in a twenty-one (21) day period, compensation for such time shall be calculated by multiplying his/her normal hourly rate of pay by 1.5 for the total number of overtime hours worked.

(2) When any member is assigned to the Fire Prevention Bureau and working forty (40) hours per week, compensation for overtime shall be calculated by multiplying his/her normal hourly rate of pay by 1.5 for the number of hours worked in the performance of such duties in excess of forty (40) hours for each calendar week.

(3) In the event of the Union President, Secretary or Delegate attending a required Local, State or District meeting involving a duty day, the City shall provide compensation at the rate of time and a half (1.5) for off-duty personnel called in for "fill-in" duty. However, such time off and replacement provisions will not occur without the prior written approval of the Chief; and in the case of local meetings, the meetings will be scheduled when possible so as to avoid necessity for fill-in duty. Such approval will not be denied except to satisfy manning requirements.

(4) When a regular fire fighter not on duty is called in for duty at a fire, he shall be compensated at his overtime rate for all hours worked on such call, but he shall receive overtime pay for not less than two (2) hours for the call in. When a firefighter not on duty is called in for duty that does not extend into his or her next regularly scheduled

shift, that firefighter shall be compensated at the overtime rate for a minimum of four (4) hours.

(5) Compensatory Time - Compensatory hours may be accumulated in lieu of compensation up to a maximum of two hundred eighty-eight (288) hours. Said hours will be accumulated at the rate of 1.5 hours banked for each overtime hour (or fraction thereof) worked and not compensated. Firefighters may utilize said bank of overtime hours with the prior approval of the Chief in increments of not less than two (2) hours of time off or such lesser time as the Chief, in his sole discretion, determines proper.

In compliance with the Beck vs. City of Cleveland case the City will not deny the timely request to use compensatory time solely due to the fact that such usage will create the need for overtime fill-in. However, in view of the need to insure operational efficiencies the following conditions must be met:

- (a) Firefighters may not use comp time on Holidays or declared emergencies.
- (b) Comp time usage requests must be made no later than 0700 hours on the day the comp time is to be used.
- (c) A request to use comp time during an on-going tour (i.e., after the 0700 hour cut-off) will only be honored if a fill-in firefighter can be secured. The firefighter requesting such comp time may not leave the station until the replacement firefighter reaches the station.

(6) All compensatory time banked between December 1 and November 30 in excess of one hundred forty-four (144) hours must be utilized by December 1 of each year or it will be paid in cash by multiplying the hours remaining times the firefighter's normal hourly rate of pay. On December 1 of each year, firefighters may elect to carry-over up to one hundred and forty-four (144) hours of compensatory time banked during the prior twelve months or receive compensation for those hours during the first full pay in December. At no time shall a firefighter carry-over more than one hundred and forty-

four (144) hours in any year. Not more than one hundred and forty-four (144) hours may be carried-over between December 1 and November 30 of the following year.

(7) When a member of the department not on duty is subpoenaed for testimony by a public official or court for testimony concerning his acts as a member of the Parma Heights Fire Department, he shall be compensated at his overtime rate for all hours spent in giving such testimony, but he shall receive not less than two (2) hours for each subpoena. This provision shall not include testimony at any criminal proceedings wherein the member is a defendant nor at a disciplinary hearing wherein the member is the party charged.

UNIFORM ALLOWANCE

11.01 Each regular full-time member of the Fire Department shall be entitled to a uniform allowance of Fifteen-hundred dollars (1,500.00). One-half of the uniform allowance will be paid on the date closest to February 1st, and the date closest to August 1st, of each calendar year. However, no new member of the Fire Department shall be entitled to any uniform allowance during the first eighteen (18) months of his probationary period as defined in Section 19.01 of the Agreement. Any new member of the Fire Department completing his eighteenth (18th) month of his probationary period after August 1 of any year and prior to the next semi-annual payment date, shall receive upon appointment an amount equal to the amount of the semi-annual payment divided by 6 and multiplied by the number of full months elapsing between the date of completion of such probation and the next semi-annual uniform allowance payment date. Employees whose employment is terminated, for whatever reason, between the end of the eighteenth (18th) month and the conclusion of the twenty-fourth (24th) month will have their last

payroll check reduced by the prorated unused portion of the union allowance paid between said months of the probationary period. All contaminated uniforms rendered unusable with bodily fluids shall be replaced at the City's expense. The previous sentence will be effective as of the date of execution of this agreement.

11.02 Each newly hired member of the Fire Department will be furnished at the City's expense, new uniforms and safety equipment in accordance with Exhibit "A" attached hereto.

11.03 In the event that the City requires any changes in uniforms, or safety equipment, the City will furnish all full-time members of the Fire Department, at its expense, the first issue of said newly required uniforms, or safety equipment. The city shall continue to purchase "Union Made" and "Made in the U.S.A." uniforms and safety equipment when items are available.

11.04 In order to maintain the departmentally mandated safety equipment required for use while on duty, the City agrees to continue to replace safety equipment, at the City's expense, at the discretion of the Fire Chief.

11.05 The Union shall have the right to display the Parma Heights Fire Department/IAFF Logo and Local Number on the following items; T-Shirts, Job Shirts, Fleece Cap, Golf Cap, Golf Shirts and Sweatshirts (see Exhibit "E"). Size of the logo shall not exceed four inches by four inches (4"x 4"). This provision shall not constitute a uniform change per section 11.03 above; and therefore the exercise of this option shall not be at the expense of the City.

INSURANCE

12.01 Each regular full-time employee of the Fire Department shall, after one (1) month of such full-time service, be entitled to health insurance provided by the City. Employees shall pay health insurance premiums on the 90/10 Health Insurance Plan, in accordance with the following charts:

Tier	80/20	90/10
EE	\$ -	\$ 45.00
EE+SP	\$ -	\$ 105.00
EE+CHR	\$ -	\$ 95.00
FAM	\$ -	\$ 125.00

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

With Incentive

Tier	80/20	90/10
EE	\$ -	\$ 15.00
EE+SP	\$ -	\$ 75.00
EE+CHR	\$ -	\$ 65.00
FAM	\$ -	\$ 95.00

Effective January 1, 2016, employees shall pay health insurance premiums on the 90/10 Health Insurance Plan, accordance with the following charts:

Tier	80/20	90/10
EE	\$ -	8%, capped at \$49.50
EE+SP	\$ -	8% capped at \$115.50
EE+CHR	\$ -	8% capped at \$ 104.50
FAM	\$ -	8% capped at \$ 137.50

Category	Monthly Incentive
Annual Physical	\$ 15.00
Non-Tobacco User	\$ 15.00

With Incentive

Tier	80/20	90/10
EE	\$ -	\$30.00 less than above
EE+SP	\$ -	"
EE+CHR	\$ -	"
FAM	\$ -	"

12.02 There shall be an insurance committee created consisting of two (2) representatives of IAFF Local 1690, two (2) representatives of the OPBA, two (2) representatives of Laborers Local 1099, two (2) non-bargaining (non-management) representatives and two (2) City representatives to discuss insurance options. Recommendations for modifications must be by majority vote of all eligible committee members. If the City approves any recommendations, such recommendations shall be subject to ratification by Local 1690 prior to implementation.

12.03 Insurance-Group Life. Each regular full-time employee of the Fire Department shall, after one (1) year of such full-time service, be entitled to fully paid Group Life Insurance in the amount of \$25,000.

VACATIONS

13.01 Each regular full-time member of the Fire Department shall be entitled to the following annual vacation benefits, based on the length of continuous employment: Five (5) tours of vacation with pay after (1) year of full-time active duty; eight (8) tours of vacation with pay after five (5) years of full-time active duty; ten (10) tours of vacation with pay after ten (10) years of full-time active duty; twelve (12) tours of vacation with

pay after seventeen (17) years of full-time active duty; fourteen (14) tours of vacation with pay after twenty-four (24) years of full-time active duty.

Vacation shall be earned as of January 1 of each year and shall be taken by the employee in the calendar year in which it is earned, provided, however, that when an employee has an anniversary of employment in a calendar year which would entitle the employee to receive an additional increment of vacation, the employee shall be entitled to observe the additional increment of vacation in the twelve (12) month period measured from the anniversary. Vacation shall not be accrued from year to year or payments made in lieu thereof except by special arrangement with the Director of Public Safety; provided, however, that any full-time member of the Fire Department, who has concluded twenty-one (21) continuous years of service, may, at his option, bank not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter, bank additional hours after the nine (9) weeks have been utilized. In lieu of banking vacation time, an employee may turn-in for annual payment not more than three (3) weeks per year, up to a maximum amount of nine (9) weeks. The City's Finance Department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

Vacation or payment in lieu of accrued vacation shall be granted to an employee after his or her retirement or termination of employment unless such termination of employment is made for cause in which event no such vacation, or payment in lieu

thereof, shall be allowed. Payment in lieu of vacation shall be calculated at the employee's normal rate of pay.

Any full-time member of the Fire Department who has concluded twenty-one (21) years of service may at his option bank not more than six (6) tours of vacation per year up to a maximum of amount of eighteen (18) tours. Such employee may receive cash payment for such banked vacation one time, either at retirement or before, but may not thereafter bank additional hour after the eighteen (18) tours have been utilized. In lieu of banking vacation time an employee may turn-in for annual payment not more than six (6) tours per year up to a maximum of eighteen (18) tours. The City's finance department must be notified of this intent not later than November 1 of the calendar year in which payment is requested. Said payment shall be made on the last pay of the calendar year in which payment is requested.

13.02 When a predetermined K-day falls within a members scheduled vacation period, the K-day could be taken at a later date, provided it causes no overtime for the department and the change is approved by the Chief. If as of December 31 of each year, an employee has not been compensated for such K-day, the total unused amount shall be paid for at the employees normal hourly rate of pay.

HOLIDAYS

14.01 Each regular, full-time employee of the Fire Department shall be entitled to twelve (12) paid holidays. Such holidays shall be paid on the basis of six (6) days, one hundred forty-four (144) work hours off with pay.

If any employee is required to work any of the one-half day periods (one-half day period to be defined as the twelve (12) hour period from 8:00 A.M. - 8:00 P.M., or 8:00 P.M.- 8:00 A.M.) five (5) of the traditional holidays in any calendar year, which holidays are New Year's Day, Memorial Day, Fourth of July, Labor Day, or Thanksgiving Day he shall be entitled to an additional six (6) hours pay at straight time for each one-half day period on any of such five (5) holidays he actually works in any calendar year, without limitation.

In the event a firefighter works on Christmas Day from 8:00 A.M. on December 25 to 8:00 A.M. on December 26, s/he shall be entitled to an additional hours pay for each hour actually worked for such Christmas holiday.

Employees who are working overtime on a holiday will receive their overtime pay in addition to their holiday pay (i.e., 2.5 x pay for Christmas and 2 x pay for all other holidays).

In cases where a firefighter is required to work on a day upon which he would otherwise be entitled under this subsection to observe as a paid holiday, s/he shall be compensated at twice his/her normal hourly rate of pay for those hours s/he does work.

JURY DUTY COMPENSATION

15.01 Each regular, full-time employee of the Fire Department shall, if called for Jury Duty, receive his regular compensation during the time spent in the capacity as juror less the amount paid him by the court for such duty as jurors.

In the event any member of the Fire Department is called for jury duty, he shall be free from all duty assignments from 8:00 P.M. Sunday to 8:00 A.M. the following

Saturday provided said member is actually either serving on a jury or is being held by the court in a jury pool awaiting jury duty. In the event a member is released from jury duty in the middle of any week, he shall begin his next scheduled shift beginning not earlier than 8:00 A.M. the day following his release from jury duty.

LONGEVITY PAY

16.01 Additional compensation for continuous, full-time employment, which shall be entitled “Longevity Pay”, which shall be paid for each calendar year at the first pay period in December of that calendar year. The rate of longevity pay to which an employee shall be entitled in any calendar year shall be computed in accordance with the following schedule:

<u>Years of Continuous, Full-Time Employment Completed as of the Anniversary Date of Employment</u>	<u>Rate of Longevity Pay Per Month</u>
0 - 4	\$ - 0 -
5	\$ 20.83
10	\$ 41.66
15	\$ 62.50
20	\$ 83.33
25	\$104.16
30	\$125.00

The amount of longevity pay to which an employee is entitled in a calendar year shall be computed by multiplying the number of months in said calendar year preceding and subsequent to his or her anniversary date of employment in that year by the applicable rate or rates of monthly longevity pay based upon the number of full years of continuous, full-time employment completed in that year as determined in accordance with the above schedule.

In each calendar year, the anniversary date of employment shall be the first day of the month in which the employee commenced his or her continuous full-time employment with the City. In calculating the length of an employee's continuous employment, full-time service in all departments of the City shall be included.

SICK LEAVE

17.01 Each regular full-time employee of the Fire Department shall be entitled to 4.6 hours of sick leave for every eighty (80) hours of regularly scheduled employment. Annual maximum sick leave accrual shall be 143.52 hours.

Unused sick leave shall be cumulative up to a maximum of two-thousand and ninety two (2092) hours.

Notwithstanding any provision to the contrary Fire Department personnel normally employed on a forty (40) hour week shall be entitled to an accrued sick leave not to exceed one-thousand seven hundred and fifty (1750) hours.

Payment for sick leave, at the rate of one (1) hour for every hour of sick leave absence, shall be made only when approved by the Director of Public Safety, who may require the employee to furnish a satisfactory, written, signed statement to justify the use of sick leave, and in the case of sick leave absence in excess of one (1) day, shall require certification as to the nature of illness or injury from the employee's physician or the Police Surgeon.

17.02 An employee may use a portion of his or her accumulated sick leave for funeral arrangements and services for his or her spouse, child, parents, mother-in-law, father-in-law, grandparents, grandparents-in-law, sister, brother, sister-in-law, brother-in-law,

grandchildren, step-parent, step-sister, step-brother, aunt, uncle, cousin, niece and nephew. Funeral leave so utilized shall not be so charged as to reduce employee's sick leave incentive.

17.03 At the time of retirement from active duty with the City, or death of the employee, the employee, or the employee's estate, will be paid in cash for sixty percent (60%) of the value of his accrued, but unused sick leave credit. Such payment shall be based on the employee's rate of pay at time of retirement or death (Retirement to be as defined in Police and Firemen's Disability and Pension Fund Regulations). Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment which may be made shall be sixty percent (60%) of one-thousand and two hundred (1200) hours. The formula for computation shall be:

$$\frac{\text{Annual Rate} \times (\text{Accumulated Hours} \times 60\%)}{2080}$$

17.04 ON DUTY INJURY LEAVE: Whenever an Employee is injured while on duty, the Employee is entitled to on duty injury leave pay provided the Employee reports such injury to the Chief, Assistant Chief or Shift Supervisor during or by the end of the shift during which the injury occurred or no later than twenty-four (24) hours after the end of the Employee's shift.

Section 1. The first report of injury shall be made to a medical provider appointed by the City or the Parma Hospital Emergency Room or Metro Health Hospital Emergency Room as soon as practicable but no later than twenty four (24) hours after the injury is reported to the Supervisor or end of shift whichever is later. The City appointed medical provider or the emergency room doctor must within forty-eight (48) hours of the initial medical examination certify to the Personnel Office that the Employee is unable to work due to the reported injury as a condition precedent to the Employee receiving on duty injury pay. This shall be the only time that the employee shall be required to be examined by this provider or the emergency room.

Section 2. At all times, the Employee retains the right to seek a medical examination from a medical doctor of their choosing. Medical evidence shall be provided in writing to the Employer within a reasonable period (no more than fourteen (14) days) by the Employee's treating medical doctor, establishing: (a) the cause and nature of the injury (b) the extent of the injury (c) the likelihood of the term disability (d) the medical probability of full recovery and eventual return to work. In addition, the Employee's medical doctor shall complete and submit to the Employer a BWC Medco-14 Physician's Report of Work Ability form within 14-days of the date of injury. Forms will be available at the Personnel Office and the Fire Department. After the initial filing of the workability report, such workability reports will be required to be submitted to the Personnel Office no less than once every thirty (30) days. In order for the Employee to remain on on-duty injury leave, the Employee's physician must complete the BWC Medco-14 form in its entirety.

Section 3. Only the Personnel Director, on behalf of the City, and the City's BWC Third Party Administrator, shall make inquiries to the Employee's medical doctor or the BWC representatives and MCO in regard to the Employee's injury or status. The Employee may review all records concerning correspondence between the City, the medical doctors, and the Ohio Bureau of Workers' Compensation representatives, which are maintained in the personnel office, relating to the Employee's injury.

Section 4. At any time, the City may request a medical opinion by a City appointed medical doctor who practices in the Employee's type of injury. In the event that there is a disagreement between the City's medical doctor and the Employee's medical doctor regarding the Employee's ability to work due to the injury, the certification of a third medical doctor is required. The City shall select a third medical doctor from the BWC listing of physicians certified to practice in the Employee's type of injury from a mutually agreed upon list. The third medical opinion shall be a final and binding decision.

Sections 5. An approved absence due to injury on the job will not extend beyond two hundred seventy (270) calendar days. If necessary an injured Employee may petition the Medical Review Board for an extension of the on duty injury leave. Such extension, while made at the sole discretion of the Medical Review Board, shall not be unreasonably denied. The Medical Review Board shall be comprised of the Mayor or his designee and Safety Director, the IAFF 1690 Union President and one member of the IAFF 1690 bargaining unit selected by the Union President. In the event of a deadlock decision, the Medical Review Board shall secure the services of a Mediator from SERB to resolve the deadlock. If an Employee exhausts the on duty injury leave as described in this section, the Employee retains the right to seek wage continuation benefits available through the Ohio Bureau of Workers' Compensation and other benefits.

Section 6. The Employee is not entitled to collect on duty injury pay under this section while employed by an employer other than the City of Parma Heights.

Section 7. This section shall apply to all on duty injuries that occur on or after January 1, 2006.

17.05 LIGHT-DUTY ASSIGNMENTS:

1. The City reserves the right, at its sole discretion to assign an Employee to light-duty status consistent with the medical certification contained within the BWC Medco-14 Work Ability Report. Light-duty assignments shall be made in writing to the Employee.
2. In the event that there is a conflict between the Employee's medical doctor and the City's medical doctor regarding medically appropriate assignments, a third medical doctor specializing in the injury will determine the Employee's physical ability. Said third medical doctor shall be selected from a mutually agreed upon list pursuant to the selection process outlined in Section 4 of the On Duty Injury Leave Article.
3. No Work Ability Form will be completed outside of the Employee's physical exam. The Employee shall receive a copy of all forms generated from the exam.
4. The employee shall be returned to his regular shift on light duty status. The Fire Chief will assign the specific light duty activities consistent with the Light Assignment Duties Certification. The injured employee will not count toward minimum manning until returned to full duty. Light duty assignment will be available during the period of on duty injury leave and extension when granted by the Medical Review Board.
5. The employee shall be permitted to schedule physical therapy appointments and to carry-out physical therapy workouts at the Fire Station while on the light duty assignment. Scheduling such therapy rehabilitation activities shall be coordinated with the Fire Chief.
6. While on light-duty status the employee may at his option either take or bank scheduled holiday or vacation time that occurs during the period of light-duty assignment. Failure of the Employee to accept the light-duty status on the date specified will cause the on duty injury leave to terminate. Injury leave subsequent to such a refusal to accept a light-duty assignment will be charged against the Employee's accrued personal time.
7. While on light-duty assignment the Employee may be employed by an employer other than the City, provided such employment is consistent with his/her medical certification and provided such light-duty assignment does not exceed thirty (30) calendar days. If such light-duty assignment exceeds thirty (30) calendar days, Section 6 of the On Duty Injury Leave Article shall apply.

17.06 An employee may use up to 48 hours of his/her sick leave accrual for personal time-off. Such use of personal time-off shall not be counted as sick leave use for purposes of calculating the sick leave conservation incentive. Any of the designated personal time hours not utilized by December 31 of the current year will not carry forward into the subsequent year. Unused personal time-off will revert back to sick time

hours on December 31 of the current year for purposes of unused sick leave accumulations.

17.07 An additional 12-hours of comp time shall be placed in an employee's bank per quarter in exchange for zero hours of sick time used each quarter; the employee shall not utilize any sick time during the previous quarter in order to have said hours placed in bank. Quarters are defined as January through March; April through June; July through September; October through December. The usage of this comp time shall be subject to Section 10.01 (5) (6) (7) regarding the usage of comp time.

SHIFT EXCHANGE

18.01 Members of the Fire Department may trade scheduled tours of duty under the following conditions:

- (a) Trades shall be between members holding equal rank.
- (b) Trades may be for a period of hours or a tour of duty.
- (c) Trades shall not have an hourly limit.
- (d) Employees shall not be permitted to pay other employees for trading shifts.
- (e) A member requesting a trade of time shall submit the request. The shift officer shall place a record of the trade in the Department computer.
- (f) When a Fire fighter has agreed to trade time, he shall be responsible to fill the hours and shall be considered as regularly scheduled for the time.
- (g) The City shall assume no obligation for overtime incurred by any trade and any overtime required due to failure to complete a trade shall be the responsibility of the Fire fighter initiating the trade.
- (h) A request for a trade may be denied if the employee has already been scheduled to attend training, unless otherwise approved by the Assistant Chief. However, once a trade has been approved, it may not be rescinded due to subsequently scheduled training.

PROBATIONARY PERIOD

19.01 New employees will be considered to be on employment probation for a period of twelve (12) months upon completion of paramedic certification or two (2) years from date of hire which ever is shorter. During the probationary period, discharge or

suspension by the City shall not be subject to the grievance procedure. This section will be effective as of the date of execution of this agreement.

19.02 Present employees who are upgraded to a higher position pursuant to the rules and regulations of the City of Parma Heights shall be on probation in said higher grade for a period of six (6) months from the effective date of the upgrade.

SENIORITY

20.01 Only regular full-time employees of the Fire Department shall have seniority. A new employee shall have no seniority during the employment probationary period provided for in Section 19.01 of this Agreement; but upon completion of the probationary period set forth in Section 19.01, seniority shall be retroactive to the employee's last date of hire. Employees with the same employment date shall be assigned to the seniority list in the order of their ranking on the Civil Service Eligibility List.

20.02 Seniority shall mean an employee's uninterrupted length of continuous service with the City in a classification covered by this Agreement.

20.03 Continuous service and seniority shall be broken when an employee:

- (a) Quits, resigns or retires;
- (b) Is discharged for just cause;
- (c) Is laid off for twenty-four (24) consecutive months except that employees with five (5) or more years of seniority at the time of lay-off will have their continuous service and seniority broken if laid off for thirty-six (36) consecutive months.

- (d) Fails to report to work within ten (10) calendar days when recalled from lay-off by certified mail addressed to the employee's last known address as shown on City records.
- (e) Is absent without report for three (3) consecutive work days, unless his failure to report for work is excused by the City.

PERSONNEL LAY-OFF AND RECALL

21.01 When it becomes necessary in the Fire Department, through lack of work or funds, or for causes other than those outlined in Section 124.37 of the Revised Code, to reduce the force in such department, the youngest employee in point of service shall be first laid off. Such reduction in force shall not occur unless and until all part-time, seasonal, auxiliary, and temporary police officers have been laid off. In the event full-time firefighters are subject to layoff, no part-time, seasonal, auxiliary officers and temporary police officers shall be re-called until such time as all laid off full-time firefighters have been offered re-employment and/or re-hired. If layoff(s) of a member of the bargaining unit becomes necessary, the City agrees that no funds will be used for any auxiliary police expenditures, including but not limited to pay, until such time as the laid off bargaining unit member is called back and reinstated. Should a position in the Fire Department once abolished or made unnecessary be found necessary to be recreated or re-established within two (2) years from the date of abolishment, or should a vacancy occur through death, resignation, or any other cause within two (2) years from the date of abolishment of the position or layoff, the oldest employee in point of service of those laid off shall be entitled to the position, providing he was at the date of his separation a

regular and permanent employee; however, in the event that the oldest employee in point of service of those laid off had five (5) or more years of seniority at the time of his separation, said oldest employee shall be entitled to the position for a period of three (3) years from the date when abolishment or vacancy occurs. If any employee laid off as prescribed in this section, enters into the active service of the Army, Navy, Marine Corps, or other armed service of the United States, the period such employee serves therein shall not be contained in the determination of the two (2) years or three (3) years stipulated as a maximum time within which reinstatements shall be made; such two-year or three-year period shall be computed exclusive of the time the employee spent in the armed services. When a position above the rank of regular fire fighter in the Fire Department is abolished, and the incumbent has been permanently appointed, he shall be demoted to the next lower rank and the youngest officer in point of service in the next lower rank shall be demoted, and so on down until the youngest person in point of service has been reached, who shall be laid off.

DISCIPLINE

22.01 The City reserves the right to invoke discipline procedures as required. Discipline may only consist of a written reprimand, an unpaid suspension or discharge from employment. All discipline shall be subject to the following procedures.

22.02 Prior to the imposition of any discipline, employee shall be entitled to a pre-disciplinary hearing conducted by the Chief. An employee shall be given a minimum of forty-eight (48) hours notice prior to the pre-disciplinary hearing. The notice shall specify the act(s) that are to be addressed, advise the employee of what evidence the employer has against him, provide a copy of any written statements or other written

evidence in possession of the employer, and inform the employee that s/he has the right to the presence and advice of a union representative at the pre-disciplinary hearing. During the pre-disciplinary hearing the employer shall present the employee with the charges and provide the employee a meaningful opportunity to respond. The employee may provide written documentation or witnesses in his or her defense if desired. Within seven (7) calendar days of the pre-disciplinary hearing, the Chief shall either issue a Notice of Discipline specifying the specific act(s) for which discipline is being imposed and the penalty to be imposed, or notify the employee that no discipline shall be rendered.

22.03 All discipline shall be subject to the grievance and arbitration procedure set forth in the Agreement. Grievances filed under this Article may be filed initially at Step 3 (the Safety Director).

22.04 An employee may be suspended with pay pending an investigation. A paid suspension, pending an investigation, shall not last more than seven (7) calendar days, and shall not be considered discipline.

22.05 If an employee files a grievance concerning a suspension without pay, the suspension shall not be imposed until after Step 4 (the Mayor) of the grievance procedure. Under this circumstance, pending conclusion of Step 4 of the grievance procedure, the City reserves the right to maintain said employee on suspension with pay.

22.06 Written reprimands more than one (1) year old may not be used against an employee for any future discipline. Suspensions that are more than five (5) years old may not be used against an employee for any future discipline. All such records shall also be removed from the employee's personnel file and maintained in a separate location.

GRIEVANCE PROCEDURE

23.01 A grievance is a dispute or controversy arising between the City and an employee concerning the interpretation or application of some specific and express written provision of this Agreement. Every employee shall have the right to present his grievance in accordance with the procedures herein provided, free from any interference coercion, restraint, discrimination, or reprisal. It is the intent of both parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. For purposes of definition, a “day” used in this procedure shall mean calendar days, excluding Saturdays, Sundays, or holidays celebrated by the City.

When a grievance arises, the following procedure shall be observed:

Step 1. An employee who has a possible grievance shall discuss it informally with his immediate supervisor, either alone or accompanied by his Union representative within three (3) days after the employee learned or should have learned of the event upon which the grievance is based. The immediate supervisor shall give an answer to the employee within two (2) days following the date of the grievance discussion. The employee or employees concerned, shall submit, in writing, a grievance to the committee of three (3) formed from the Union within five (5) days of learning of the condition or conduct being aggrieved. The Union shall then attempt to adjust the grievance at that time. The Union shall render a written decision within three (3) days to all parties concerned. If the grievance is not resolved, the Union will either support and accompany the employee or employees throughout the remaining procedures, or recommend the discontinuation of the grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievance shall be reduced to writing and signed by the employee and the Union Grievance Committee and submitted to the Chief of the Fire Department within nine (9) days after the employee learned or should have learned of the event upon which the grievance is based. The written grievance must set forth the complete facts upon which it is based, the date and time of their occurrence, the Agreement provision upon which the grievance is based, the name of the employee involved, and the relief requested. The Fire Chief shall give a written answer within three (3) days after the receipt of the grievance in writing.

Step 3. If the Grievance is not satisfactorily settled in Step 2, the employee may appeal in writing to the Director of Public Safety within thirteen (13) days after he learned or should have learned of the event upon which the grievance is based. The Director of Public Safety, together with such representatives of the City as the Director of Public Safety deems appropriate, shall then meet with a representative or representatives of the Union and the grievant within ten (10) days to consider the grievance. The Director of Public Safety will answer the grievance in writing within three (3) working days following completion of the Step 3 discussion.

Step 4. If the Grievance is not satisfactorily settled in Step 3, the employee may appeal in writing to the Mayor within twenty seven (27) days after he learned or should have learned of the event upon which the grievance is based. The Mayor, together with such representatives of the City as the Mayor deems appropriate, shall then meet with a representative or representatives of the Union and the grievant within ten (10) days

to consider the grievance. The Mayor will answer the grievance in writing within three (3) working days following completion of the Step 3 discussion.

Step 5. If the grievance is not satisfactorily settled in Step 4, the Union may appeal said decision within forth five (45) days after the employee learned or should have learned of the event upon which the grievance is based by filing a demand in writing with the City to submit the matter to arbitration and simultaneously serving a demand for arbitration and a request for a list of arbitrators to the Federal Mediation and Conciliation Service. The parties shall attempt to agree on an arbitrator from the panel submitted and, if unsuccessful, either party may request a second panel. If a mutually agreeable arbitrator cannot be selected from the second panel, the parties shall be bound to accept an arbitrator from said second panel by the alternate strike method.

Any grievance which is not timely presented by the grievant in accordance with the time schedule set forth above shall be considered settled in accordance with the last answer of management and shall not be arbitrable. Any grievance not answered by management within the timetable set forth above shall be deemed rejected and will be advanced to the next step of the grievance procedure upon a timely filing of an appeal by the grievant in accordance with the provisions of the Agreement.

NEGOTIATION PROCEDURE

24.01 Either party to this Agreement may serve a written notice upon the other party and to the State Employment Relations Board (SERB), not sooner than one hundred fifty (150) days nor later than sixty (60) days prior to the expiration of the Agreement, of its intention to renegotiate the Agreement. The party serving notice shall also at that time,

attach a copy of the existing Collective Bargaining Agreement to SERB, and a copy of the proposed amendments to the other party.

24.02 The parties have until no later than forty-five (45) days prior to the expiration of the existing contract to meet and seek to reach an agreement over the items set for negotiation.

24.03 If agreement is not reached prior to the forty-five (45) day limit mentioned above, the parties shall submit the issue or issues in dispute to binding arbitration confined to a choice of the last offer of each party to the Agreement on items for negotiation on which an agreement has not been reached.

24.04 The demand for arbitration will be submitted to the SERB with the notation that the parties have agreed to an alternate settlement provision as authorized by R.C. 4117.14(C) together with a demand for arbitration to either the Federal Mediation and Conciliation Service or the SERB and a request for a list of seven (7) arbitrators. In the event a mutually acceptable arbitrator cannot be selected from the first list, a second list may be requested. In the event a mutually acceptable arbitrator cannot be selected from the second list, the parties will select an arbitrator from said second list by means of the alternate strike method.

The arbitrator shall have all the rights and powers of a conciliator under RC 4117.14 and shall be governed in his decision by the provisions of R.C. 4117.14(G) and (H).

The costs of the arbitration shall be shared equally by the employer and the Union.

LABOR/MANAGEMENT

25.01 In the interest of sound labor/management relations, it is hereby established a labor/management committee consisting of not more than three (3) employee representatives of the union. The names of the representative so selected shall be certified in writing to the Fire Chief and the City. Unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Chief and/or other City representatives shall meet with the labor/management committee to discuss pending problems and to promote a more harmonious labor/management relationship. Neither party shall have the right to be accompanied by an attorney unless agreed otherwise.

25.02 An agenda will be furnished at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- (a) Discuss the administration of this Agreement;
- (b) Notify the Union of changes made by the Chief which affect bargaining unit members of the Union;
- (c) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- (d) Disseminate general information of interest to the parties;
- (e) Discuss ways to increase productivity and improve efficiency;
- (f) To consider and discuss health and safety matters relating to employees; and

(g) To consider recommendation for changes from the Union in the Standard Operating Procedure, Rules and Regulations.

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

25.04 Employee representatives who are scheduled to be at work during the time of this meeting shall receive no loss of pay. It is further agreed that any employee on duty may be required to return to work if an emergency arises during this meeting.

LEGALITY

26.01 It is the intent of the City and the Union that this Agreement comply, in every respect, with applicable legal statutes, and charter requirements, and if it is determined that any provision of this Agreement is in conflict with law, that provision shall be null and void and shall not affect the validity of the remaining paragraphs of this Agreement. In the event of an unlawful determination, the City and the Union shall meet within thirty (30) days for the purpose of negotiating a lawful provision.

DURATION

27.01 This Agreement shall become effective on the 1st day of January, 2014 and shall continue in full force and effect until midnight, December 31, 2016, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, or any anniversary thereof, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions. Upon timely written notice of an intention to reopen negotiations, an initial conference will be arranged within thirty (30) days after receipt of such notice. In the event a new agreement has not been reached, pursuant to the procedures of Paragraph 24.01 of this Agreement by the termination date of the contract,

the parties agree that all the terms and conditions of the present Agreement will continue without modification until such time as the negotiations procedure has resulted in a new agreement. Nothing contained herein is intended to require or infer that any party during the course of negotiations need agree to a retroactive commitment.

DRUG/ALCOHOL TESTING

28.01 The City and Union have agreed on a drug/alcohol policy, a copy of which is attached hereto as Exhibit C and incorporated by reference.

PROMOTIONS

29.01 All promotions to the ranks above Fire Fighter shall be made in accordance with the following provisions, notwithstanding any Civil Service Laws or Regulations that may be inconsistent herewith.

29.02 A Civil Service Examination shall be given and a promotional list of successful applicants shall be compiled in accordance with the Rules and Regulations of the Civil Service Commission, except that no employee shall be eligible to take the Lieutenant's exam without having completed three (3) years in the rank of Fire Fighter by the time of the written examination. Upon the compiling of such a list, the Civil Service Commission shall provide the Safety Director with the names of the three (3) highest scorers on the list, in alphabetical order.

The City agrees that the Union may petition the Civil Service Commission for modifications as follows, and that the City will not take a position on the petition: (a.) For purpose of awarding credit for seniority the following percentages shall be applied to any applicant who receives a passing grade of seventy percent (70%) on the written examination. (b.) One percent (1%) of the total grade obtained for each year after five

full years of service. (c.) One and one half percent (1.5%) of the total grade obtained for each full year thereafter. (d.) The maximum credit allowed shall be fifteen (15%) of the earned grade. It is understood and agreed that such considerations are not binding upon the promotional process unless and until adopted by the Civil Service Commission.

29.03 A promotional Board consisting of five (5) persons shall be created as follows: (a) the Mayor or his designee; (b) the Fire Chief; (c) an Arbitrator selected from the Federal Mediation and Conciliation Service List; (d) one employee of rank, to be appointed by the Union President of the Bargaining Unit; and (e) one representative from the Union, to be appointed by the Union President. The Arbitrator shall be paid equally among the parties.

29.04 The Promotional Board shall conduct oral interviews of the three (3) individuals whose names were supplied by the Civil Service Commission. The Board shall evaluate the individuals based on interviews, and recommend the individual it deems most qualified for the position. The employer shall then appoint such individual to the position as soon as reasonably practicable. The Promotional Board shall develop such administrative procedures necessary to fulfill its duties pursuant to this Article. Board decisions shall be the majority vote from a secret written ballot. In the event more than one (1) vacancy exists for promotion, an additional name for each additional vacancy shall be supplied at the rate of one (1) additional name for each additional vacancy (e.g., 3 vacancies requires 5 names).

29.05 In the event the appointing authority elects to appoint the number one ranked individual as certified by the Civil Service Commission the above procedure shall not apply.

29.06 This entire procedure will be effective as of the date of execution of this agreement.

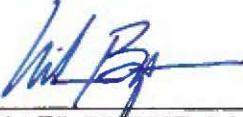
RESIDENCY REQUIREMENT

30.01 Residency shall not be a requirement for employees covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this

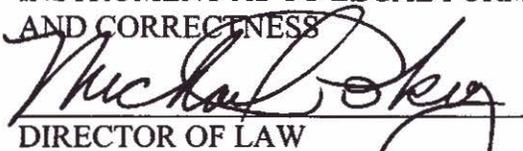
22ND day of September, 2014.

CITY OF PARMA HEIGHTS

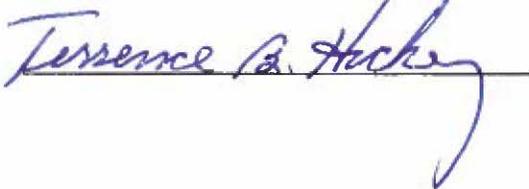


MICHAEL BYRNE, MAYOR

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS


DIRECTOR OF LAW

CITY OF PARMA HEIGHTS
FINANCE COMMITTEE



LOCAL 1690, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: 

NEGOTIATING COMMITTEE
LOCAL 1690

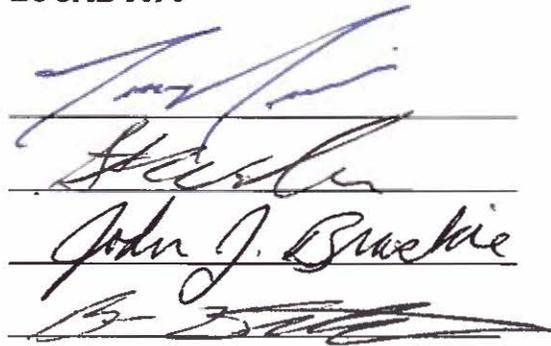
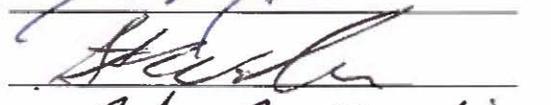
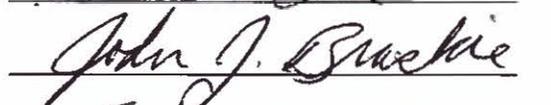





EXHIBIT "A"

SAFETY EQUIPMENT:

1. Helmet with Face Shield
2. Gloves
3. Hood
4. Bunker Coat
5. Bunker Pants and Suspenders
6. Bunker Boots
7. EMS Jacket

CLOTH GOODS:

1. Dress Blouse and Pants
2. 1 - Shirts, Long Sleeves
(White for Lieutenants, Light blue for Fire Fighters)
3. 6 - Shirts, Short Sleeves
(White for Lieutenants, Dark Blue for Fire Fighters)
4. 1 - Cap
5. 3 - Pair Pants
6. 1 - Tie
7. 1 - Tie Bar
8. 1 - Cap Badge
9. 2 - Coat Badges

EXHIBIT "B"

NOTICE OF DISCIPLINARY ACTION

TO:

FROM:

DATE:

SUBJECT: Disciplinary Action

You are hereby notified that the Fire Chief (Employer) is imposing the following discipline action against you:

You have certain rights regarding the appeal of the above proposed disciplinary action. Please contact your local Union representatives regarding this right.

Fire Chief

EXHIBIT "C"

- 1) Fleece Cap (Navy Blue) with PHFD in one-inch (1") letters on front of cap and the Parma Heights Fire Department/IAFF Logo and Local Number and badge number on back of cap. (Officers-Gold, Firefighters-Silver.)
- 2) Sweatshirt (Navy Blue) with the Parma Heights Fire Department/IAFF Logo and Local Number on front left. (Note: Wear of Sweatshirt subject to same rules as approved wear T-Shirt.)
- 3) Polo Shirt, Short Sleeve, 100% Cotton Pique Outer Banks Style #17499(5011). Color Navy Blue for all members with approved embroidery.
- 4) Job Shirt, Long Sleeve, Navy Blue, for all members, with approved embroidery. Approved brands are Gamewear or #161 Braveset.
- 5) Mock Turtleneck Style 8600 by Elbeco, Long Sleeve Navy Blue for all members with approved embroidery.
- 6) Blauer V-Neck Sweater, Long Sleeve, Navy Blue with Badge Tab and Department Patches.
- 7) T-Shirts, Short Sleeve, Navy Blue or White, Plain, or with approved Logo embroidered or silkscreen (Navy Blue or White).
- 8) Golf Cap, Navy Blue with approved embroidery centered on front of cap.
- 9) (a) Polo Shirt/Job Shirt with Parma Heights Fire Department/IAFF Logo and Local Number (see attached example) over left chest. Rank and Badge # over right chest, example: "Fire medic 01". Officers-Gold – Firefighters-Silver. (b) Mock Turtleneck, PHFD on left side of Turtleneck, Officers-Gold, Firefighters-Silver. (c) T-Shirt with Parma Heights Fire Department/IAFF Logo and Local Number (see attached example) (d) Golf Cap with Parma Heights Fire Department/IAFF Logo and Local Number (see attached example) or PHFD in one-inch (1") letters.
- 10) Items 1-9 are classified as approved for wear items and are not required. Members may purchase and wear these items if they choose.
- 11) No Visors will be permitted.

NOTE: Union shall inform City of manufacturer or style number changes in Exhibit "E" through the Labor Management Committee. Replacement items will be agreed upon my Labor Management Committee and the Chief, or his designee; such agreement shall not be unreasonable denied by either party.

PARMA HEIGHTS POLICY FOR IMPLEMENTATION OF DRUG TESTING

PURPOSE

The purpose of this policy is to provide Members of Local 1690 International Association of Fire Fighters with the City of Parma Heights' position regarding alcohol and drug usage situations. The intention of the City is to provide a safer work environment, to improve an employee's health and job performance when affected by the abuse of alcohol or drugs, and to provide guidelines for the consistent handling of alcohol and drug related situations throughout the City of Parma Heights. From this point forward, the City of Parma Heights shall be known as "the City", and members of Local 1690 International Association of Fire Fighters shall be known as "Employees".

POLICY

1. Use of Alcohol and Drugs

- a. Employees shall not possess, while on duty, any unsealed receptacle containing an alcoholic beverage nor shall any employee sell or use an alcoholic beverage while on duty, except that firefighters may do so in the performance of fire duty.
- b. Employees shall not possess, sell or use illegal drugs nor abuse prescription drugs at any time, provided that members of the Fire Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty.
- c. Employees shall not work or report to work under the influence of alcohol or illegal drugs, nor under the influence of prescription drugs except as provided in Item 1(d) below.
- d. Employees must report in writing to their supervisors when they are experiencing a reaction to a prescription or over-the-counter drug which may affect their ability to do their job. The purpose of this

report is to protect workers while taking medication from being wrongfully suspected of using illegal prescription drugs.

- e. Possession of drugs and/or open containers of alcohol in the workplace by an employee, outside the scope of their employment, or being under the influence of alcohol as defined in Item 3(i), or under the influence of an illegal drug during working hours constitutes grounds for immediate disciplinary action.

2. Drug Dependency Treatment

- a. Employees are urged to request assistance with any drug or alcohol problem before disciplinary action is necessary. If an employee advises the City of a drug/alcohol problem, the employee will be urged to receive counseling and, if necessary, will be permitted to take a leave of absence not to exceed six (6) months from the last day of work in order to receive the recommended treatment. If so, the leave provisions of Item 4 will apply. However, a drug/alcohol related problem will not excuse any violation of City rules.
- b. Alcoholism and chemical dependencies are treatable. Employees covered by City sponsored health insurance have limited coverage for treatment of alcoholism and chemical dependency. Any costs associated with treatment that are not covered by insurance will be the responsibility of the employee.
- c. Covered employees will be entitled to utilize the Employee Assistance program (EAP), Synopsis attached which is Exhibit A, at no cost to the employee. Employees may utilize the EAP pursuant to Item 2 (a) may utilize the EAP as part of its response to a positive test result.

3. Testing Procedure:

Drug and/or alcohol screens will be conducted in the following instances:

- a. Drug and/or alcohol screens shall be required of all potential employees.
The City does not hire applicants who test positive because being under the influence of drugs or alcohol is likely to affect job performance.

All applicants shall be informed in writing of the City's substance abuse policy

and substance abuse screening procedure. This information will include:

- i. A request to sign the "informed consent" form for substance abuse testing, which includes notice that the results of the testing will be provided to the City.
 - ii. Notice that failure to consent to the test will result in the remainder of the pre-employment examination not being completed and rejection of the applicant.
- b. When, in the opinion of the supervisor, as corroborated by a non supervisory employee, there is reasonable suspicion that an employee is using or possessing illegal drugs or alcohol or is abusing a prescription drug at work or is working or reporting to work under the influence of illegal drugs, alcohol, or an abused prescription drug, that employee will be required to consent to a drug and/or alcohol test immediately. Employees that purposely make false accusations in reference to violation of this policy shall be subject to appropriate disciplinary action. Whenever a supervisor determines that there is reasonable suspicion as set forth in this subparagraph b., he will prepare a written report detailing his findings supporting reasonable suspicion and said report will be signed by the supervisor and the corroborating non-supervisory employee.

correct All members of the bargaining unit shall receive proper training on the procedures to ascertain when probable cause exists.

- c. Emergency Alcohol testing will be performed at Metro Hospital using medically accepted methods of analyzing urine specimens or administering a Breath Alcohol Test.

If the breath alcohol test is at or about acceptable limits defined in Item 3(i), the employee may request to have a breath alcohol test taken at the Parma Heights Fire Department or another law enforcement agency using standard

procedure in the collection of this specimen. Split samples will be provided for urine in the event that an employee tests positive. This is done so that a second test may be given at a separate facility if requested by the employee.

- d. Any time an employee is requested to take a drug and/or alcohol test, the employee will be required to sign an authorization form permitting the MetroHealth Medical Center to conduct the test and release the results to the Medical Review Physician. Refusal to sign the authorization form or to submit immediately to a requested drug/alcohol test will be considered insubordination and will subject the employee to appropriate disciplinary actions, as long as disciplinary action is initiated within three (3) calendar days, Saturdays, Sundays and holidays excluded, of the refusal. It is anticipated that any alcohol and/or drug tests will be performed by Metro Health Medical Center. Each employee has the right to have his own additional tests taken at his expense, except that if the employee is determined not to have violated this policy, the City will reimburse the employee for the cost of those test(s).
- e. Testing for alcohol and/or drugs will also occur in the following situations:
 - i. When the testing is performed as part of a follow up to counseling or rehabilitation for alcohol or drug abuse.
 - ii. When an employee volunteers to be tested.
 - iii. If there is probable cause to believe that an employee is under the influence of alcohol/drugs.
- f. All drug screen samples will be taken and tested according to NIDA procedures and standards at Metro Health Medical Center or at a licensed accredited medical facility, sealed, and properly identified. Testing will be conducted by a certified laboratory and test results will be treated confidentially. Results will be distributed only on a need-to-know basis to the extent necessary to protect a legitimate interest of the City.

- g. Positive drug screen results will be confirmed by Gas Chromatography/Mass Spectrometry (GC/MS) or another medically accepted testing method.
- h. Drugs being screened in accordance with NIDA standards will include these and related drugs:

NIDA DOT Urine Drug Screening Parameters

Drug Name	Street Name	Initial Screening	Confirmation (GCMS)
Amphetamines	uppers, bennies, speed	1000 ng/ml	500 ng/ml
Cannabinoids	marijuana, hashish, THC	50 ng/ml	15 ng/ml
Cocaine	snow, crack, flake, coke,	300 ng/ml	150 ng/ml
Opiates	heroin, codeine, methadone, morphine, smack, horse	300 ng/ml	300 ng/ml
Phencyclidine	PCP, angle dust	25 ng/ml	25 ng/ml

- i. The acceptable tolerance level for Blood Alcohol Concentration (BAC) for all full-time as well as part-time members of the bargaining unit, shall be less than 0.04 for all positions. The tolerance level shall be determined by the normal testing procedures conducted by the contracted hospital, or in accordance with Section 3.c.
- j. The employee will receive a copy of any test(s) results required by this policy, whether or not there is a positive test result(s).
- k. The laboratory will advise the employee and the Medical Review Physician of any positive results. The results of a positive drug or alcohol test can only be released to the City by the Medical Review Physician once he/she has completed a review and analysis of the laboratory's test. The City will be required to keep the results confidential and it shall not be released to the public.

4. Rehabilitation and Counseling:

- a. Any positive test results (except for acceptable limits of alcohol or if a test is positive for a drug that is prescription with a corroborating physician's note) will result in the employee being relieved from duty, pending a disciplinary hearing to be held within three (3) calendar days,

Saturdays, Sundays, and holidays excluded, of the City receiving the positive test results.

- b. In the case of a positive test result, the employee shall seek professional help for a drug/alcohol related problem. If the treatment requires that the employee not work for a specific period of time, the employee will be considered on leave of absence as provided for in 4(c) herein. This leave may be conditional upon receipt of reports that the employee is cooperating and making reasonable progress in the treatment program. In addition, this leave is conditioned upon the employee entering an appropriate treatment program as soon as possible.
- c. Within forty-five (45) days of entering the treatment program, the employee must provide satisfactory medical evidence that he/she has completed the requirements of the program and must pass another drug/alcohol screen provided by the City. This time limit can be extended only based on medical or scientific evidence that a longer time is justified. No period longer than six (6) months total from the date of the original positive test result will be permitted. Failure to meet these conditions will result in termination of employment. Accrued sick leave, up to a maximum of six (6) months, and accrued vacation may be used for this leave. Otherwise, this leave will be unpaid.

Treatment programs acceptable to the City under this policy are those provided by facilities which are accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate state licensing agency.

- d. The City will require written verification that an employee is participating in or has completed a treatment program.
- e. As a condition of being allowed to return to employment, an employee will be required to submit to six (6) unannounced drug/alcohol tests for a period of up to one year after returning to work. Any employee who has returned to work is subject to re-testing as otherwise provided in this policy, and if he fails the re-test, shall be discharged.

5. Disciplinary Action:

- a. Any employee who is in the possession of an open or unsealed receptacle containing an alcoholic beverage, or sells or uses alcohol while on the job shall be subject to appropriate disciplinary action,

except members of the Fire Department may be in the possession of or use alcoholic beverages while on duty performing official duties in the scope of their employment with the consent of a commanding officer.

- b. Any employee who is in the possession of, sells, transfers or uses illegal drugs, while on duty, or sells prescription drugs at any time shall be subject to immediate discharge; provided, however, that members of the Fire Department may be in the possession of illegal drugs while on duty if such possession is incidental to their official duty and is done with the consent of a commanding officer.
- c. Any employee who works or reports to work under the influence of alcohol as defined, or illegal drugs shall be immediately relieved from duty by the Officer in Charge (OIC) until a disciplinary hearing is heard within at least three (3) calendar days, Saturdays, Sundays and holidays excluded, of the City's notification of this violation of policy. This includes prescribed and Over-The-Counter drugs not reported to a supervisor as required by Paragraph 1(d) above. The type and severity of discipline will depend on all the circumstances, including nature of substance, employees' explanation, and willingness to enter a rehabilitation program if treatment is appropriate.
- d. Refusal to sign the authorization form associated with a drug/alcohol test or refusal to take a requested drug/alcohol test immediately is considered insubordination and shall be subject to appropriate disciplinary action
- e. Anyone involved in the trafficking or possession of illegal drugs or prescription drugs, whether on or off City premises, and not within the scope of duty will be subject to appropriate disciplinary action.

6. Appeal:

- a. The employee will have the opportunity to discuss the positive test results as defined in Section 4.a. with the City and Medical Review Officer, and may be represented by counsel of his choosing. Included in such affirmative defenses would be claims of legitimate prescription use or over the counter medications as long as used according to instructions related to dosage. The employee may also submit results of any other tests the employee may have relevant to any positive test(s) result(s).

- b. Any employee may appeal action taken by the City under this policy through the appropriate grievance procedure and/or sanctioned by the City Charter or Statute.

7. Record Keeping:

- a. The Personnel Department will maintain records in accordance with the following criteria.
- b. All records will be separated by City department.
- c. The Personnel Department will maintain confidential records of individual test results for a period of five (5) years. The City and the Personnel Director will assume responsibility for this confidentiality.
- d. The Personnel Department will maintain an annual summary of the records related to testing and which shall include the following information:
 - i. The total number of drug tests administered;
 - ii. The number of drug tests administered in each category (i.e. pre-employment, periodic, reasonable cause);
 - iii. The total number of individuals who did not pass a drug test;
 - iii. The total number of individuals who did not pass a drug test by testing category;
 - v. The disposition of each individual who did not pass a drug test;
 - vi. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the screening test in a sufficient quantity to warrant a confirmatory test;
 - vii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a “positive” finding to the medical review

officer;

- viii. The number of drug tests performed by a laboratory that indicated evidence of a prohibited prescription drug or metabolite in the confirmatory test in a sufficient quantity to be reported as a “positive” finding by substance category (e.g., marijuana, cocaine, opium, PCP or amphetamine).

Drug Policy Glossary

BAC -

Blood Alcohol Concentration. Ratio of blood to alcohol.

The City -

The employer, the City of Parma Heights

Controlled Substance -

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, VI and V of Section 3719.41 of the Ohio Revised Code.

Employee -

Any full-time or part-time employee of the City other than, elected officials or those officials specifically appointed to boards or commissions.

Illegal Drugs -

Any drug compound, mixture, preparation or substance included in Schedule I, II, III, IV and V of Section 3719.41 of the Ohio Revised Code.

Informed Consent -

This is the signed consent of the employee to authorize the City, or an agent of the City, to collect a breath, urine or blood sample for the purpose of laboratory analysis to detect the presence of drugs. This consent must include an explanation of the drug testing procedure along with its implications. Included in this consent will be employee medical information that could be pertinent to the outcome of a drug test.

Gas Chromatography/Mass Spectrometry (GC/MS) -

A means of screening and then confirming the presence of controlled substances in the bodily fluids of an individual.

Medical Review Physician (MRP) aka Medical Review Officer (MRO) -

Shall be chosen and agreed upon between the union and the City. Must be

a

licensed physician with knowledge of substance abuse and addiction disorders. The Medical Review Physician shall be familiar with the

characteristics of drug tests and the laboratories running tests. The role of the Medical Review Physician will be to review and interpret the positive test results. The MRP will examine alternative medical explanations for any positive test results. This action shall include a medical interview with the affected employee and review of the employee's medical history. The MRP will be certified by either the American Association of Medical Review Officers or the American College of Occupational and Environmental Medicine.

Metabolite -

A substance essential to a metabolic process. (Steroids, Hormones..etc.)

Metro Health Medical Center -

Metro Health Medical Center is the hospital where the City of Parma Heights requires all emergency drug testing to take place. It is located on 2500 MetroHealth Drive off of West 25th Street.

IAFF Local 1690 is the local bargaining unit for the Firefighters employed by the City of Parma Heights.

Outside Agency -

Any hospital, clinic, lab, or medical center that has the ability to test for the presence of drugs in an individual. This outside agency must follow all federal, state and local laws regarding the testing of employees for drugs.

Over-The-Counter Drugs -

Any drug or drug product that does not require a physician's prescription for possession. (Aspirin, mild cough syrup, cough drops, eye drops, etc.)

Prescription Drugs -

Any drug or drug product that requires a physician's prescription for possession and use.

Reasonable Suspicion -

A suspicion based on the totality of circumstances that an employee is under the influence of alcohol or drugs. Such circumstances may include (but are not limited to) the following:

1. Observable Phenomena such as the direct observation of drug possession or use, and/or the physical symptoms of being under the influence of a drug or alcohol.
2. A pattern of abnormal conduct or erratic behavior.

3. Information provided either by reliable and credible sources.

Rehabilitation/Counseling -

A program designed for the evaluation and treatment of one who abuses drugs and/or alcohol.

Safety Sensitive Position -

A Safety Sensitive Position involves an employee who is performing any of the tasks of: Driving a vehicle or piece of equipment, running a motorized piece of equipment, administering drugs, administering first aid, performing the job of Paramedic or Emergency Medical Technician, using firearms, using explosives, climbing ladders, performing work in elevated areas where railing is not present or where the supervisor of OIC (Officer in Charge) feels that it is in the best interest of the employee in question that he or she not be performing that task.

Supervisor -

An employee having authority to hire, direct, assign, promote, reward, layoff, recall, suspend, discipline, or remove other employees, or to effectively recommend such action, if the exercise of the authority is not merely routine or clerical in nature, but requires the consistent exercise of independent judgment.

Tolerance Level -

A BAC or GC/MS level above which an employee is deemed to be under the influence of alcohol or drugs.

Trafficking -

A person who knowingly by force, threat or deception, administers to another or induces another or causes another to use a controlled substance or causes another to become drug dependent.

Employee Assistance Program (EAP)

EAP programs are normally 24 hour hot lines where employees and their family members can call counselors to deal with stress related problems. Many companies provide EAP programs through mental health providers because they feel that they can eliminate stress at work. If stress is eliminated at work, drug abuse, work related accidents and employee morale can be dramatically affected in a positive way. If an employee can contact a third party that is not associated with its company or labor local, employees feel more comfortable about presenting their problems to this third party and possibly finding solutions to them. Examples of these stress related problems may be alcoholism, drug abuse, divorce, financial problems, etc. Municipalities that are currently using EAP programs are Garfield Heights, Maple Heights, Cuyahoga County Engineers, City of Bedford, City of Shaker Heights and the City of Parma. Companies that currently use EAP programs are, Dow Chemical, BCBS of Ohio, BF Goodrich, Ford Motors and General Motors.

Most of Employee Assistance Programs include the following Key Features:

- Confidentiality
- Assists the employee in managing Life Changes involving: Alcohol or Drug problems, Family or marital relationships, Death in a family, Emotional or psychological adjustment, legal or financial problems, relocation, retirement, raising children or the birth of a child.
- 24 Hour Access anywhere within the continental U.S. and Canada
- Information Referral Services, Professional Counseling Services, Crisis Intervention and Management Consultation
- Family and dependents eligible
- Unlimited Telephone Counseling
- Access to a high quality network of professional counselors with masters and Ph. D. levels.
- Evenings and weekends availability for appointments
- Monthly original articles for in-house communications
- Quarterly Wellness Seminars
- Follow-up to monitor treatment outcome and satisfaction
- References Manual
- Human Resources Supervisor and employee orientation training.
- Coordination with Employer Health Care benefit plans.

Cleveland Clinic's "Concern" EAP was the program that both the City of Parma Heights and the OPBA Sergeants and Captains local agreed to as their choice.

- Concern – Cleveland Clinic
216-986-1170
Features above plus (1 -10) Prepaid Assessments

SIDE LETTER 1
FINANCIAL INFORMATION

During negotiations that preceded the 2009-2010 Agreement, the City agreed that it would provide the Union with financial updates, each calendar quarter. These updates shall include any information on expenditures and receipts for all City funds, and any changes to actual or projected expenditures and receipts for all City funds. If the Union has any questions regarding the information provided, or regarding the City's financial status, the Union may request a meeting with the Finance Director, which meeting shall be scheduled promptly.

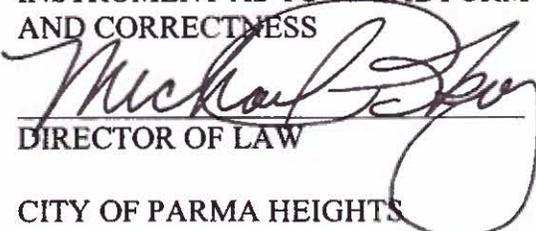
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 22nd day of September, 2014.

CITY OF PARMA HEIGHTS



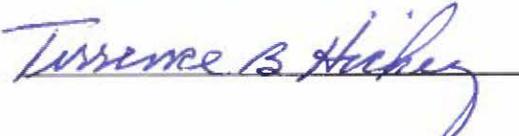
MICHAEL BYRNE, MAYOR

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS



DIRECTOR OF LAW

CITY OF PARMA HEIGHTS
FINANCE COMMITTEE



TERENCE B. HICKS

LOCAL 1690, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

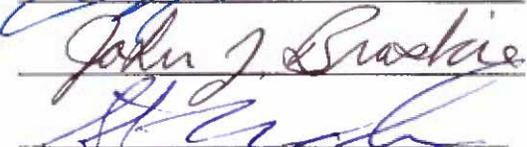
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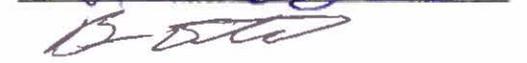
By: 

NEGOTIATING COMMITTEE

LOCAL 1690





John J. Brostkie


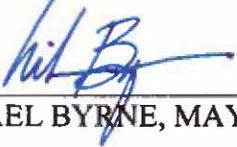
B. O. O.

SIDE LETTER 2
HEALTH INSURANCE

During the negotiations that preceded the 2009-2010 Agreement, the City agreed that no later than August 15, 2009, the parties shall meet with the representative(s) of the City's medical insurance providers, who shall provide the Union with information regarding claim history, rates, and any other relevant health insurance information.

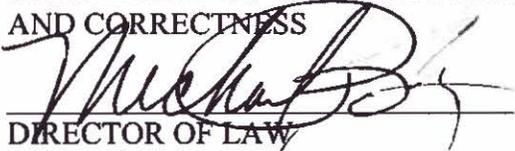
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 22nd day of September, 2014.

CITY OF PARMA HEIGHTS



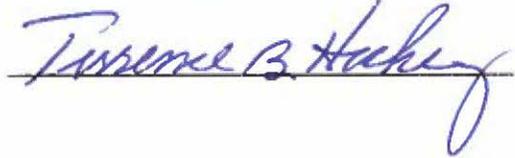
MICHAEL BYRNE, MAYOR

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS

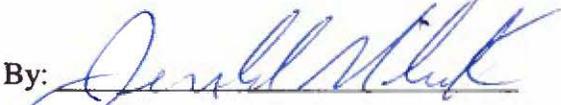


DIRECTOR OF LAW

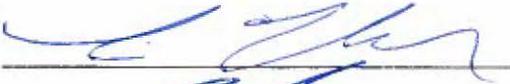
CITY OF PARMA HEIGHTS
FINANCE COMMITTEE



LOCAL 1690, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: 

NEGOTIATING COMMITTEE
LOCAL 1690


_____
_____
_____
_____

SIDE LETTER 3
ME-TOO AGREEMENT

During the negotiations that preceded the 2009-2010 Agreement, the City agreed that if it reaches an agreement on any economic issues, or any non-economic issues with any other unions that have a collective bargaining agreement with the City, that the Union may elect to incorporate that agreement into this Agreement. It was further agreed that this "Me-Too Agreement" shall not apply to any items on the "sign-off" addendum to this side letter and any provision awarded by a Conciliator, pursuant to R.C. 4117.14.

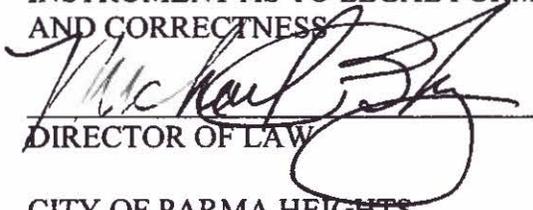
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 22nd day of SEPTEMBER, 2014.

CITY OF PARMA HEIGHTS



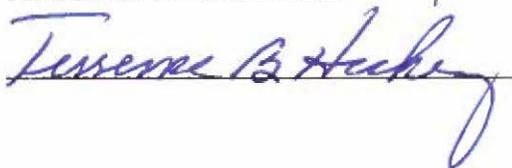
MICHAEL BYRNE, MAYOR

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS



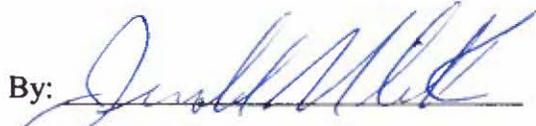
DIRECTOR OF LAW

CITY OF PARMA HEIGHTS
FINANCE COMMITTEE



Terence B. Hickey

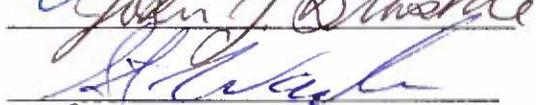
LOCAL 1690, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: 

NEGOTIATING COMMITTEE
LOCAL 1690









B. F. F.

2014 MEMORANDUMS OF UNDERSTANDING

1) Memorandum of Understanding: In an effort to comply with the National Fire Protection Association's Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to Public by Career Fire Departments (NFPA1710) the City agrees that it is a goal of the City as soon as practicable to increase the minimum staffing to seven then eight firefighters.

2)Memorandum of Understanding: Through December 31, 2016, the parties agree that no employee may drop their Paramedic certification, nor may they allow such certification to expire.

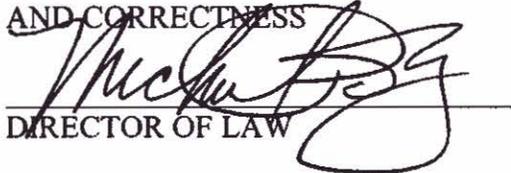
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CITY OF PARMA HEIGHTS

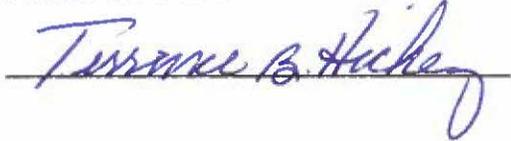


MICHAEL BYRNE, MAYOR

I HEREBY APPROVE THE WITHIN INSTRUMENT AS TO LEGAL FORM AND CORRECTNESS


DIRECTOR OF LAW

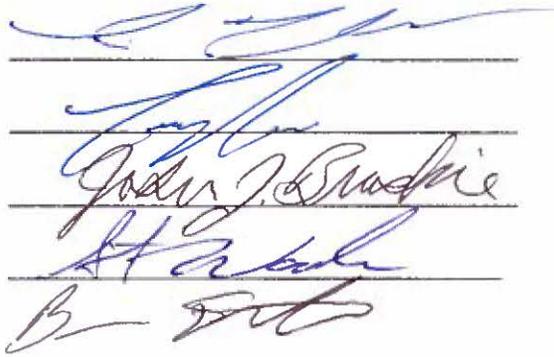
CITY OF PARMA HEIGHTS
FINANCE COMMITTEE



LOCAL 1690, INTERNATIONAL
ASSOCIATION OF FIRE FIGHTERS

By: 

NEGOTIATING COMMITTEE
LOCAL 1690





Benefit Summary for the Employees of the City of Parma Heights

Effective Date:

January 1, 2014 to December 31, 2014

This memorandum has been prepared to help you review the key factors that are associated with our benefit plans. This memorandum does not provide all of the contractual provisions, limitations or exclusions included in our policies and should be considered only as a summary of our current benefits. If any differences exist between this summary and the official contracts, the contracts shall prevail. 2013/1/10

Your Benefits Plan

City of Parma Heights is pleased to offer a comprehensive benefits program to our valued employees.

In the following pages, you will learn more about the benefits City of Parma Heights offers. You will also see how choosing the right combination of benefits can help protect you and your family's health and finances.

Benefit	Carrier
Medical Insurance	Medical Mutual of Ohio
Dental Insurance	Medical Mutual of Ohio

Eligibility

Full-time employees working 35 hours per week are eligible for benefits the following 30 days of employment upon completion of the application for coverage.

Spouses and dependents are eligible for benefits. Dependent children are eligible for benefits up to the end of the calendar year in which they turn 26, and in some cases up to age 28 if all applicable Ohio guidelines are met.



When Can you Enroll?

You can sign up for Benefits at any of the following times:

- After completing initial eligibility period
- During the annual open enrollment period
- Within 30 days of a qualified family-status change

If you do not enroll at the above times, you must wait for the next annual open enrollment period.

Making Changes

Generally, you can only change your benefit elections during the annual benefits enrollment period. However, you may be able to change some of your benefit elections upon the occurrence of certain change in status events, provided you properly notify City of Parma Heights. These changes in status events may include:

- Your marriage
- Your divorce or legal separation
- Birth or adoption of an eligible child
- Death of your spouse or covered child
- Change in your spouse's work status that affects his or her benefits.
- Change in your work status that affects your benefits
- Change in residence or work site that affects your eligibility for coverage.
- Change in your child's eligibility for benefits
- Receiving Qualified Medical Child Support Order (QMCSO).

If you have a family status change, you must notify your Personnel Manager and complete the necessary forms within 30 days.

Notes

- Most of the benefits are taken out on a pre-tax basis, reducing your taxable income.

Medical Plans

City of Parma Heights offers a choice between two medical plans. You can choose either the 80/20 Plan or 90/10 Plan through Medical Mutual of Ohio.

Your plan allows you to see any network provider without a physician referral. The level of benefits you receive is dependent upon your choice of a provider in the PPO network or a non-network provider. Significantly higher benefits will be received when you obtain care from an in-network provider. Please see www.medmutual.com for more information. Your premiums for this plan are deducted on a pre-tax basis.



	80/20 Plan Medical Mutual of Ohio	90/10 Plan Medical Mutual of Ohio
Annual Deductible		
Per Person	\$300	\$100
Maximum Per Family	\$600	\$200
Annual Out-of-Pocket Maximum		
Per Person	\$1,500	\$500
Maximum Per Family	\$3,000	\$1,000
Preventive Care		
Annual Physical	Covered in Full	Covered in Full
Well-Child Care	Covered in Full	Covered in Full
Immunizations	Covered in Full	Covered in Full
Mammograms	Covered in Full	Covered in Full
Professional		
Office Visit – Primary Care	\$20 copay	\$15 copay
Office Visit -- Specialist	\$30 copay	\$20 copay
Coinsurance	80% after deductible	90% after deductible
Inpatient Professional Services	80% after deductible	90% after deductible
Hospital/Facility		
Inpatient Care	80% after deductible	90% after deductible
Outpatient Facility Charges	80% after deductible	90% after deductible
Facility Charges (non-hospital)	80% after deductible	90% after deductible
Mental Health Substance Abuse		
Outpatient	\$20 copay	\$15 copay, then 100%
Inpatient	80% after deductible	90% after deductible
Other Services		
Emergency Room	\$75 copay, then 80% after deductible	\$50 copay, then 90% after deductible
Urgent Care	\$20 copay, then 100%	\$15 copay, then 100%
Out-of-Network Benefits		
Annual Deductible Individual	\$1,000	\$500
Annual Deductible Family	\$2,000	\$1000
Coinsurance	70% after deductible	70% after deductible
Annual Out-of-Pocket Max Individual	\$4,000	\$2000
Annual Out-of-Pocket Max Family	\$8,000	\$4,000
Preventive Care Office Visit	70% after deductible	Not covered
Professional Care Office Visit	70% after deductible	70% after deductible
Emergency Room (true emergency)	\$75 copay, then 80% after deductible	\$50 copay, then 90% after deductible
Lifetime Maximum	Unlimited	Unlimited



Prescription Plans

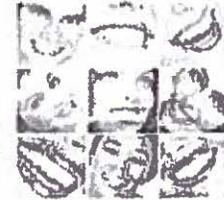
Below is a brief overview of what you can expect to pay for a prescription drug, depending on which "tier" category it falls under in the Preferred Drug List for your plan when using an in-network pharmacy. To find out what tier applies to a specific medication, see the Preferred Drug List at www.medmutual.com.

If you have a Maintenance Drug, one you take every day, week or month; take advantage of the mail order programs with your medical plan. Please see www.medmutual.com for more information.

Benefit	80/20 Plan Medical Mutual of Ohio		90/10 Plan Medical Mutual of Ohio	
	Participating Retail	Mail Order	Participating Retail	Mail Order
Generic	\$10 copay	\$20 copay	\$10 copay	\$10 copay
Formulary	\$25 copay	\$50 copay	\$15 copay	\$15 copay
Non Formulary	\$40 copay	\$80 copay	\$20 copay	\$20 copay
Maximum Day Supply	30 days	90 days	30 days	90 days

Dental Plans

City of Parma Heights offers dental insurance through Medical Mutual of Ohio for a minimal cost per pay. Benefits eligible employees and their dependents may enroll in the dental benefits through Medical Mutual of Ohio. Although you can go to any dentist you wish, your plan year maximum will stretch further if you go to a network provider who offers discounts on their usual fees. To find a Medical Mutual of Ohio provider log in to www.medmutual.com. Your premiums for this plan are deducted on a pre-tax basis.



Benefits	
Benefit Year Maximum	\$1,000
Individual Deductible	\$50 (waived for preventive care)
Family Deductible	\$150 (waived for preventive care)
Preventive & Diagnostic Care	100%
Basic Restorative Care	80%
Major Restorative Care	60%
Orthodontia	
Benefits	Not covered
Dependent Children	Not covered
Lifetime Orthodontia Maximum	N/A

Wellness Incentive Program – 2014

Premium Incentives

City of Parma Heights is so committed to your health and wellness that we will reduce your monthly premium contributions for meeting certain goals. You will be provided with two forms, and *Annual Physical Credit Form*, and a *Tobacco Use Form*. Please complete and return both forms to earn as many premium credits as possible!

Category	Monthly Premium Credit
Annual Physical (Enrolled Employee)	\$ 15.00
Non-Tobacco User (Enrolled Employee)	\$ 15.00
Total Incentives	\$ 30.00

If you were unable to achieve the Non-Tobacco User discount for 2013, you have an opportunity to achieve the credit for 2014. In order to receive the credit for 2014, you will need to contact MMO QuitLine and participate in the smoking cessation program. Once you have completed the program with MMO ask for a certificate of competition (from the QuitLine) and return the form to Terrence Hickey or Jackie Comhoff.

MMO QUITLINE

Take your first step toward becoming tobacco free contact SuperWell Quitline at 1-866-845-7702. Hours of operation: Monday – Friday 9am to 11pm, Saturday – Sunday 10am to 6:30pm.

Wellness Program Disclosure

Your health plan is committed to helping you achieve your best health status. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at Terrence Hickey or Jackie Cornhoff at 440-884-9600 and we will work with you to find a wellness program with the same reward that is right for you in light of your health status.

Employee Premiums

Refer to the table on the next page for employee contributions as of January 1, 2014.

Medical	Your Monthly Cost		Wellness Credit Rate (90/10)
	80/20 Plan	90/10 Plan	
Employee Only	\$0.00	\$45.00	\$15.00
Employee + Spouse	\$0.00	\$90.00	\$60.00
Employee + Children	\$0.00	\$80.00	\$50.00
Family	\$0.00	\$125.00	\$95.00

Dental Plan	Your Monthly Cost
Employee Only	\$1.00
Employee + Spouse	\$1.00
Employee + Children	\$1.00
Family	\$1.00

* You will need to elect or waive dental coverage for 2014. Please indicate on your election form.



Contact Information

If you have any further questions concerning your benefits, please contact:

Carrier	Plan / Group Number	Website / E-mail	Phone Number
Medical Mutual of Ohio	Medical, Dental / #310159	www.medmutual.com	800-272-6967
USI Benefit Resource Center	Account Services	BRCEast@usi.biz	855-874-6699

Benefit Resource Center

The BRC staff are experienced benefit and claims administrators whose job it is to provide support and assistance for benefit related claims or service issues for you. Have any questions about communications you have received from your insurance provider? The BRC team can help answer those questions. Want things explained in plain terms instead of technical terms? They can help with that, too. The team is also there to help once you have contacted the insurance company or service provider and find your question is not being addressed.

The BRC Benefit Advocates are available for your call Monday – Friday 8:00 am to 5:00 pm.



Your one-call benefits information hotline

CONTACT INFORMATION

Hours: Monday - Friday

8:00 a.m. - 5:00 p.m. ET

Phone: 855-USI-6699 (Toll-Free)

Email: BRCEast@usi.biz

Welcome to the Benefit Resource Center

Let our Personal Benefit Advocates assist you and your family with your benefit questions and claim issues.

Call for assistance with:

- Benefit Plan/Policy Questions
- Claim Issues with Carriers
- Eligibility Questions
- Plan Contact Information



Annual Notices for City of Parma Heights Employees

Women's Health and Cancer Rights Act of 1998 (WHCRA)

If you have had or are going to have a mastectomy, you may be entitled to certain benefits under the Women's Health and Cancer Rights Act of 1998 (WHCRA). For individuals receiving mastectomy-related benefits, coverage will be provided in a manner determined in consultation with the attending physician and the patient, for:

- All stages of reconstruction of the breast on which the mastectomy was performed;
- Surgery and reconstruction of the other breast to produce a symmetrical appearance;
- Prostheses; and
- Treatment of physical complications of the mastectomy, including lymph edema.

These benefits will be provided subject to the same deductibles and coinsurance applicable to other medical and surgical benefits provided under this plan.

Newborns' and Mothers' Health Protection Act Notice

Group health plans and health insurance issuers generally may not, under Federal law, restrict benefits for any hospital length of stay in connection with childbirth for the mother or newborn child to less than 48 hours following a vaginal delivery, or less than 96 hours following a Cesarean section. However, Federal law generally does not prohibit the mother's or newborn's attending provider, after consulting with the mother, from discharging the mother or her newborn earlier than 48 hours (or 96 hours as applicable). In any case, plans and issuers may not, under Federal law, require that a provider obtain authorization from the plan or the insurance issuer for prescribing a length of stay not in excess of 48 hours (or 96 hours).

HIPAA Special Enrollment Rights Notice

If you are declining enrollment for yourself or your dependents (including your spouse) because of other health insurance or group health plan coverage, you may be able to enroll yourself and your dependents in this plan if you or your dependents lose eligibility for that other coverage (or if the employer stops contributing toward your or your dependents' other coverage). However, you must request enrollment within 30 days after your or your dependents' other coverage ends (or after the employer stops contributing toward the other coverage).

In addition, if you have a new dependent as a result of marriage, birth, adoption, or placement for adoption, you may be able to enroll yourself and your dependents. However, you must request enrollment within 30 days after the marriage, birth, adoption, or placement for adoption.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

As a participant in the City of Parma Heights Health and Welfare Plan (the "Plan"), you are eligible for certain health care benefits. In the course of providing these benefits to you, the Plan may receive and maintain some of your medical information. Federal law requires that the Plan protect the privacy of, generally, medical information that identifies you and relates to your past, present or future health or condition, the provision of health care to you, or the payment for health care received by you ("protected health information" or "PHI"). The Plan may hire other companies ("Business Associates") to help provide health care benefits to you. These Business Associates may also receive and maintain your medical information.

The Plan is required to abide by the terms of the Notice currently in effect.

The Plan may change its privacy practices and the terms of this Notice at any time. Changes will be effective for all of your medical information received or created by the Plan. If the Plan changes its policies regarding the protection of your medical information, the Plan will mail you a new notice of privacy practices that incorporates any changes within 60 days. The Plan will also post a new notice on its internet website.

HOW THE PLAN MAY USE AND DISCLOSE YOUR MEDICAL INFORMATION

The Plan may use and disclose your medical information without your written permission for the following purposes:

For treatment. While the Plan does not directly participate in decisions regarding your health treatment, the Plan may disclose medical information it has created or received for treatment purposes. For example, the Plan may disclose your medical information to your doctor, at the doctor's request, for his or her treatment of you.

For payment. The Plan or one of its Business Associates may use or disclose your medical information to pay claims for medical services provided to you or to provide eligibility information to your doctor when you receive medical treatment.

For health care operations. The Plan may provide your medical information to our accountants, attorneys, consultants, and others in order to make sure we are complying with federal law. Also, your medical information may be used or disclosed to assess the quality of health care that you receive or to assist the Plan in the management of its performance of administrative activities.

To you, your personal representative, or others involved in your healthcare. The Plan may provide your medical information to you and your legal representative. The Plan may also provide medical information to a person, including family members, other relatives, friends or others identified by you and acting on your behalf, so long as you do not object and the information is directly relevant to such person's involvement in your health care. For this purpose, a person acts on your behalf by being involved in the provision and/or payment of your health care.

As required by law. For example, the Plan may disclose your medical information to comply with workers' compensation laws or other similar laws.

To Business Associates. The Plan may disclose your medical information to its Business Associates so that they may perform the services that the Plan has asked them to perform. The Plan requires that these entities appropriately safeguard your medical information.

For health-related benefits. The Plan or one of its Business Associates may contact you about treatment alternatives or other health benefits or services that may be of interest to you.

For other uses and disclosures permitted by law such as:

- To public health authorities for public health purposes (e.g. the reporting of communicable diseases);
- To state agencies handling cases of abuse, neglect, or domestic violence;
- To a government agency authorized to oversee the health care system or government programs (e.g. determining eligibility for public benefits);
- To law enforcement officials for limited law enforcement purposes (e.g. to locate a missing person or suspect);
- To a coroner, medical examiner, or funeral director about a deceased person (e.g. to identify a person);
- To an organ procurement organization under limited circumstances;
- For research purposes in limited circumstances (e.g. if identifying information is removed or a research board has approved the use of the information);
- To avert a serious threat to your health or safety or the health or safety of others;
- To military authorities if you are a member of the armed forces or a veteran of the armed forces;
- To federal officials for lawful intelligence, counterintelligence, and other national security purposes;
- To an executor or administrator of your estate; and
- To any other persons and/or entities authorized under law to receive medical information.

For any other use or disclosure of your medical information, the Plan must have your written authorization. You may cancel your written authorization for the use and disclosure of any or all of your medical information, unless the Plan has taken action in reliance on your permission.

Some uses and disclosures that require your authorization are those with respect to:

- Psychotherapy notes, except:
 - to carry out the following treatment, payment, or health care operations:
 - use by the originator of the psychotherapy notes for treatment;

- use or disclosure by the provider for its own training programs in which students, trainees, or practitioners in mental health learn under supervision to practice or improve their skills in group, joint, family, or individual counseling; or
- use or disclosure by the Plan to defend itself in a legal action or other proceeding brought by the individual; or
- with respect to a use or disclosure that is:
 - required by the Secretary to investigate or determine the Plan's compliance;
 - permitted to the extent that such use or disclosure is required by law and the use or disclosure complies with and is limited to the relevant requirements of such law and in accordance with HIPAA;
 - to a health oversight agency for oversight activities authorized by law with respect to the oversight of the originator of the psychotherapy notes;
 - to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other duties as authorized by law; or
 - as necessary to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- Marketing except if the communication is in the form of:
 - a face-to-face communication made by a Plan to an individual; or
 - a promotional gift of nominal value provided by the Plan.
 If the marketing involves financial remuneration, to the Plan from a third party, the authorization must state that such remuneration is involved.
- Sale of PHI.

The Plan is prohibited from using or disclosing PHI that is genetic information of an individual for underwriting purposes.

The Plan is required by law to maintain the privacy of PHI, to provide individuals with notice of its legal duties and privacy practices with respect to PHI, and to notify affected individuals following a breach of unsecured PHI.

YOUR RIGHTS

You may make a written request to the Plan to do one or more of the following concerning your medical information received or created by the Plan and/or the Plan's Business Associates:

- The right to request restrictions on certain uses and disclosures of medical information; however, the Plan is not required to agree to such request unless:
 - the disclosure is for the purpose of carrying out payment or health care operations and is not otherwise required by law; and
 - the PHI pertains solely to a health care item or service for which the individual, or person other than the health plan on behalf of the individual, has paid the Plan in full.
- The right to receive confidential communications of medical information by alternative means or at alternative locations.
- The right to inspect and copy medical information.
- The right to amend medical information.
- The right to receive an accounting of disclosures of medical information.
- The right, even if you have agreed to receive this notice electronically, to obtain a paper copy of this from the Plan upon request.

Although the Plan will utilize its best efforts to comply with your request, the Plan may legally deny your request under certain circumstances. The Plan will notify you of the reason for the denial and you will get a chance to respond. The Plan may not deny a request to communicate with you in confidence by a different means or location if the current means or location used by the Plan endangers you. The Plan may, however, request payment for any additional expenses it incurs to comply with your request. Your request to communicate by a different means or location must be in writing, include a statement that disclosure of all or part of the medical information by the current means could endanger you, specifically state the different means or location by which you would like the Plan to communicate with you, and continue to allow the Plan to pay claims.

COMPLAINTS

If you feel as if your privacy rights have been violated, you may file a written complaint with Privacy Inquiries: **Terrence Hickey or Jackie Cornhoff at 440-884-9600.**

You may also send a written or electronic complaint to the Secretary of the Department of Health and Human Services. The complaint must state the name of the entity that is the subject of the complaint and describe the act or omissions believed to be in violation of law. A complaint must be filed within 180 days of when you knew or should have known that the act or omission complained of occurred. The Plan may not retaliate against you if you file a complaint.

Wellness Program Disclosure

Your health plan is committed to helping you achieve your best health status. Rewards for participating in a wellness program are available to all employees. If you think you might be unable to meet a standard for a reward under this wellness program, you might qualify for an opportunity to earn the same reward by different means. Contact us at **Terrence Hickey or Jackie Cornhoff at 440-884-9600** and we will work with you to find a wellness program with the same reward that is right for you in light of your health status.

Notice of Opportunity to Enroll in connection with Extension of Dependent Coverage to Age 28 for residents of Ohio

In addition to the federal health care reform legislation that provides coverage for dependent children up to age 26, the State of Ohio has enacted a new dependent age law. This law enables you to add eligible unmarried dependent children to your plan until the dependent child reaches 28 years of age if all of the following are true:

- The child is the natural child, step-child or adopted child of the insured.

- The child is a resident of Ohio or a full-time student at an accredited higher education institution.
- The child is not eligible for employer-sponsored coverage.
- The child is not eligible for coverage under Medicaid or Medicare.

Medicaid and the Children's Health Insurance Program (CHIP) Offer Free Or Low-Cost Health Coverage To Children And Families
 If you are eligible for health coverage from your employer, but are unable to afford the premiums, some States have premium assistance programs that can help pay for coverage. These States use funds from their Medicaid or CHIP programs to help people who are eligible for employer-sponsored health coverage, but need assistance in paying their health premiums.

If you or your dependents are already enrolled in Medicaid or CHIP and you live in a State listed below, you can contact your State Medicaid or CHIP office to find out if premium assistance is available.

If you or your dependents are NOT currently enrolled in Medicaid or CHIP, and you think you or any of your dependents might be eligible for either of these programs, you can contact your State Medicaid or CHIP office or dial 1-877-KIDS NOW or www.insurekidsnow.gov to find out how to apply. If you qualify, you can ask the State if it has a program that might help you pay the premiums for an employer-sponsored plan.

Once it is determined that you or your dependents are eligible for premium assistance under Medicaid or CHIP, your employer's health plan is required to permit you and your dependents to enroll in the plan – as long as you and your dependents are eligible, but not already enrolled in the employer's plan. This is called a "special enrollment" opportunity, and you must request coverage within 60 days of being determined eligible for premium assistance.

If you live in one of the following States, you may be eligible for assistance paying your employer health plan premiums. The following list of States is current as of September 1, 2010. You should contact your State for further information on eligibility –

ALABAMA – Medicaid Website: http://www.medicaid.alabama.gov Phone: 1-800-362-1504	CALIFORNIA – Medicaid Website: http://www.dhcs.ca.gov/services/Pages/TPLRD_CAU_cont.aspx Phone: 1-866-298-8443
ALASKA – Medicaid Website: http://health.hss.state.ak.us/dpa/programs/medicaid/ Phone (Outside of Anchorage): 1-888-318-8890 Phone (Anchorage): 907-269-6529	COLORADO – Medicaid and CHIP Medicaid Website: http://www.colorado.gov/ Medicaid Phone: 1-800-866-3513 CHIP Website: http://www.CHPplus.org CHIP Phone: 303-866-3243
ARIZONA – CHIP Website: http://www.azahcccs.gov/applicants/default.aspx Phone: 1-877-764-5437	
ARKANSAS – CHIP Website: http://www.arkidsfirst.com/ Phone: 1-888-474-8275	FLORIDA – Medicaid Website: http://www.fdhc.state.fl.us/Medicaid/index.shtml Phone: 1-866-762-2237
GEORGIA – Medicaid Website: http://dch.georgia.gov/ Click on Programs, then Medicaid Phone: 1-800-869-1150	MONTANA – Medicaid Website: http://medicaidprovider.hhs.mt.gov/clientpages/clientindex.shtml Telephone: 1-800-694-3084
IDAHO – Medicaid and CHIP Medicaid Website: www.accessstohealthinsurance.idaho.gov Medicaid Phone: 1-800-926-2588 CHIP Website: www.medicaid.idaho.gov CHIP Phone: 1-800-926-2588	NEBRASKA – Medicaid Website: http://www.dhhs.ne.gov/med/medindex.htm Phone: 1-877-255-3092
INDIANA – Medicaid Website: http://www.in.gov/fssa/2408.htm Phone: 1-877-438-4479	NEVADA – Medicaid and CHIP Medicaid Website: http://dwss.nv.gov/ Medicaid Phone: 1-800-992-0900 CHIP Website: http://www.nevadacheckup.nv.org/ CHIP Phone: 1-877-543-7669
IOWA – Medicaid Website: www.dhs.state.ia.us/hipp/ Phone: 1-888-346-9562	
KANSAS – Medicaid Website: https://www.khpa.ks.gov Phone: 800-766-9012	NEW HAMPSHIRE – Medicaid Website: http://www.dhhs.state.nh.us/DHHS/MEDICAIDPROGRAM/default.htm Phone: 1-800-852-3345 x 5254
KENTUCKY – Medicaid Website: http://chfs.ky.gov/dms/default.htm Phone: 1-800-635-2570	NEW JERSEY – Medicaid and CHIP Medicaid Website: http://www.state.nj.us/humanservices/dmahs/clients/medicaid/ Medicaid Phone: 1-800-356-1561 CHIP Website: http://www.njfamilycare.org/index.html CHIP Phone: 1-800-701-0710
LOUISIANA – Medicaid Website: http://www.lahipp.dhh.louisiana.gov Phone: 1-888-342-6207	
MAINE – Medicaid	NEW MEXICO – Medicaid and CHIP

Website: http://www.maine.gov/dhhs/oms/ Phone: 1-800-321-5557	Medicaid Website: http://www.hsd.state.nm.us/mad/index.html Medicaid Phone: 1-888-997-2583 CHIP Website: http://www.hsd.state.nm.us/mad/index.html Click on Insure New Mexico CHIP Phone: 1-888-997-2583
MASSACHUSETTS – Medicaid and CHIP	
Medicaid & CHIP Website: http://www.mass.gov/MassHealth Medicaid & CHIP Phone: 1-800-462-1120	
MINNESOTA – Medicaid	
Website: http://www.dhs.state.mn.us/ Click on Health Care, then Medical Assistance Phone (Outside of Twin City area): 800-657-3739 Phone (Twin City area): 651-431-2670	Website: http://www.nyhealth.gov/health_care/medicaid/ Phone: 1-800-541-2831
MISSOURI – Medicaid	
Website: http://www.dss.mo.gov/mhd/index.htm Phone: 573-751-6944	Website: http://www.nc.gov Phone: 919-855-4100
NORTH DAKOTA – Medicaid	
Website: http://www.nd.gov/dhs/services/medicalserv/medicaid/ Phone: 1-800-755-2604	Website: http://health.utah.gov/medicaid/ Phone: 1-866-435-7414
OKLAHOMA – Medicaid	
Website: http://www.insureoklahoma.org Phone: 1-888-365-3742	Website: http://ovha.vermont.gov/ Telephone: 1-800-250-8427
OREGON – Medicaid and CHIP	
Medicaid & CHIP Website: http://www.oregonhealthykids.gov Medicaid & CHIP Phone: 1-877-314-5678	Website: http://www.dmas.virginia.gov/rcp-HIPP.htm Medicaid Phone: 1-800-432-5924 CHIP Website: http://www.famis.org/ CHIP Phone: 1-866-873-2647
PENNSYLVANIA – Medicaid	
Website: http://www.dpw.state.pa.us/partnersproviders/medicalassistance/doingbusiness/003670053.htm Phone: 1-800-644-7730	Website: http://frsa.dshs.wa.gov/premiumpymt/Apply.shtm Phone: 1-877-543-7669
RHODE ISLAND – Medicaid	
Website: www.dhs.ri.gov Phone: 401-462-5300	Website: http://www.wvrecovery.com/hipp.htm Phone: 304-342-1604
SOUTH CAROLINA – Medicaid	
Website: http://www.scdhhs.gov Phone: 1-888-549-0820	Website: http://dhs.wisconsin.gov/medicaid/publications/p-10095.htm Phone: 1-800-362-3002
TEXAS – Medicaid	
Website: https://www.gethiptexas.com/ Phone: 1-800-440-0493	Website: http://www.health.wyo.gov/healthcarefin/index.html Telephone: 307-777-7531

To see if any more States have added a premium assistance program since September 1, 2010, or for more information on special enrollment rights, you can contact either:

U.S. Department of Labor
Employee Benefits Security Administration
www.dol.gov/ebsa
1-866-444-EBSA (3272)

U.S. Department of Health and Human Services
Centers for Medicare & Medicaid Services
www.cms.hhs.gov
1-877-267-2323, Ext. 61565

Initial COBRA Notice

This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because either one of the following qualifying events happens:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you lose your coverage under the Plan because any of the following qualifying events happens:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because any of the following qualifying events happens:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the plan as a "dependent child."

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to: **Terrence Hickey or Jackie Cornhoff at 440-884-9600.**

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child's losing eligibility as a dependent child, COBRA continuation coverage lasts for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

If You Have Questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa.

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

For more information regarding any of the items above, please contact Terrence Hickey or Jackie Cornhoff at 440-884-9600.

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