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**AN AGREEMENT**

**Between**

**CITY OF PEPPER PIKE**

**And**

**THE PEPPER PIKE FIREFIGHTERS,  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 2490**

**EFFECTIVE: January 1, 2014**

**ENDING: December 31, 2016**

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**AGREEMENT**

THIS AGREEMENT is between THE CITY OF PEPPER PIKE (“the City”) and the PEPPER PIKE FIREFIGHTERS, INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (“IAFF”) LOCAL 2490 (“the Union”).

**ARTICLE I**

**RECOGNITION**

Section 1. The City recognizes the Union as exclusive representative for negotiating wages and salaries, hours of work and all other terms and conditions of employment for all full-time fire fighters, fire fighter/paramedics, lieutenants and lieutenant/paramedics in the Pepper Pike Fire Department.

Section 2. The City will furnish the Union with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 3. All employees covered by this Agreement who are first hired on or after the effective date of this Agreement shall serve a probationary period of twelve (12) months and during such time may be discharged or otherwise disciplined without regard to cause and without regard to any rights set forth in Article VIII of this Agreement.

**ARTICLE II**

**DUES DEDUCTION**

Section 1. During the term of this Agreement, the City shall deduct initiation fees, assessments levied by the Union and the regular monthly dues from the wages of those

employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution and Bylaws. The Union shall certify to the City the amounts due and owing from the employees involved.

Section 3. All such deductions shall be made from the first pay of each calendar month of each employee and shall be remitted to the Treasurer of the Union within thirty (30) days following the date of such deduction.

Section 4. The Union hereby agrees to defend and hold the City harmless from any and all claims, liabilities or damages which may arise from the performance of its obligations under this Article and the Union shall indemnify the City for any such liabilities or damages that may arise.

Section 5. After sixty (60) days employment or sixty (60) days after the execution of this Agreement, whichever is later, employees who do not elect to join the IAFF shall, as a condition of employment, pay a fair share service fee, the amount of which shall not exceed the monthly dues regularly required of members of IAFF covered by this Agreement. This fair share fee shall be paid directly to the IAFF monthly pursuant to Section 3 of this Article.

### ARTICLE III

#### MANAGEMENT RIGHTS

Section 1. The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to the right to: manage the operations; control the premises; direct the working forces;

maintain efficiency of operations; the sole right to hire; discipline and discharge for just cause; lay off; promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, reduce, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); to determine staffing patterns, including, but not limited to, assignment of employees, assignment of part-time employees, numbers employed, duties to be performed, qualifications required, and areas worked, meal periods and leave of absence; maintain and improve the efficiency and effectiveness of the department; determine the overall mission of the department; and all other rights of management except those limited by any specific provision of this Agreement.

Section 2. The City and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, there are no other agreements that are not set forth herein.

The City and Union agree that, during the life of this Agreement, neither party shall have an obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08(C) of the Revised Code or pursuant to this Article of this Agreement unless both parties agree.

## ARTICLE IV

### EMPLOYEE RIGHTS

Section 1. An Employee has the right to the presence and advice of a Union representative without cost to the City at all disciplinary interviews wherein the investigation could reasonably lead to the discipline of the employee, provided the representative is reasonably available. An employee also has the right to a Union representative when discipline is issued.

Section 2. Before an employee may be charged with any violation of the Rules and Regulations of the Department for a refusal to answer questions or participate in an investigation, the employee shall be advised that his or her refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 3. Employees shall cooperate fully with the department and its officers and the City in the conduct of internal investigations. Such investigations shall be conducted at reasonable times giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities.

Section 4. Employees shall have the opportunity to review their personnel file at reasonable times and shall have the right to comment in their own handwriting upon any adverse material contained in such file and may have a representative of the Union present, at no cost to the City when reviewing his file. A request for copies of items included in the file shall be honored. However, where such request results in the production of 25 pages or more, the copying cost of ten cents (\$.10) per additional page shall be paid by the Employee or the Union. No items shall be removed from a file.

Section 5. Disciplinary action that is more than three (3) years old shall not be used by the City to support current disciplinary action, except prior similar serious actions of

misconduct regardless of when such conduct occurred. In no event shall records of disciplinary action be removed from any personnel file. The definition of "serious misconduct" shall include, but not be limited to: threatening or violent behavior, harassment, alcohol or drug related incidents, sex offenses and vehicle related incidents.

## ARTICLE V

### NO STRIKE/NO LOCK-OUT

Section 1. Employees covered by this Agreement are members of the City's safety forces and Fire Department as such term is used in Section 4117.01 et seq. Ohio Revised Code, relating to prohibition of strikes. The Union agrees not to authorize or ratify or encourage any employee covered by this Agreement to violate Section 4117.14(D)(2), and any employee violating such Section, may be discharged. If the City seeks injunctive relief against any unlawful strike pursuant to Section 4117.15(A) O.R.C., the Union shall cooperate with the City.

Section 2. The City shall not lock out any employees during the term of this Agreement. A layoff of employees shall not be deemed a lock out.

## ARTICLE VI

### DISCIPLINE

Section 1. All newly hired employees will be required to serve a probationary period of twelve (12) months. During such period the City shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

Section 2. If any employee is discharged or quits while on probation and is later rehired, he or she shall be considered a new employee and shall be subject to the provisions of Section 1, above.

Section 3. Except as provided above, Employees shall only be discharged or disciplined for just cause. Prior to any discharge being effective, the employee shall be notified in writing of the reasons for the discharge and shall be afforded an opportunity to respond in writing within five (5) calendar days after receipt of notice. Such response may, at the employee's election, contain statements of such witnesses and other persons as the employee may wish to present in his or her behalf. At the City's discretion, an employee may be suspended with or without pay prior to receipt of the employee's response.

Section 4. In the event of discharge or discipline involving any time off, or disciplinary reduction in rank, the employee may appeal such action through the Grievance and Arbitration procedure.

## **ARTICLE VII**

### **UNION REPRESENTATION**

Section 1. Union business related directly to the negotiation or administration of this Agreement may be conducted during working hours under the following conditions. The Union recognizes the operational needs of the City and such time addressing contract negotiations or administration shall not disrupt the normal operations of the Department. Moreover, the Union will cooperate to keep to a minimum the time spent on such matters by the employees involved.

Section 2. Employees who are requested by the City to attend meetings with the City or its representatives shall be compensated, if not otherwise on duty.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a dispute or controversy involving an alleged violation of the specific and express written provisions of this Agreement.

Section 2. The grievance procedure set forth herein shall be the sole and exclusive means for the resolution of any complaints or controversies regarding alleged violations of this Agreement and no action at law or in equity shall be undertaken by any employee covered by this Agreement or by the Union or the City except an action by the Union or the City to: require arbitration; or to enforce or set aside the decision of an arbitrator.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure. At Step 1, all grievances shall include the name and position of the grievant, the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

Section 4. Time limits set forth herein shall be strictly construed and shall not be modified except by written agreement of the parties. If the City fails to timely respond to any grievance, it shall be deemed a denial of the grievance at the Step involved therein and the Union may appeal to the next Step. If the employee or the Union fails to appeal the City's response to the next Step, the grievance shall be deemed waived.

Section 5. All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1: The grievance shall be reduced to writing and presented to the Fire Chief within five (5) days after the occurrence of the facts giving rise to the grievance or within five (5) days after the employee should have reasonably become aware of such

grievance. The Fire Chief or his or her designee shall respond in writing to such grievance within seven (7) days after presentation.

Step 2: If the matter is not satisfactorily resolved at Step 1, the grievant may appeal the grievance to the Mayor or his or her designee within seven (7) days after receipt of the answer at Step 1. Such appeal to the Mayor shall be in writing. The Mayor or designee shall respond to the grievance within fifteen (15) days after receipt of such grievance.

Step 3: If the grievance is not resolved at Step 2, the matter may be referred to arbitration in accordance with the rules and regulations of the American Arbitration Association ("the AAA") or the Arbitration and Mediation Service ("the AMS"). The list of arbitrators provided by the AAA or AMS shall consist of seven (7) arbitrators. The arbitrator shall be selected via the alternate-strike method. Either party shall have the right to proceed to arbitration and if it declines to do so, the grievance shall be deemed denied. Such appeal to arbitration shall be made within thirty (30) days after receipt of the answer of the Mayor at Step 2. The parties may, prior to referring the matter to the AAA or AMS, agree upon an arbitrator, who shall conduct a hearing in accordance with the rules of the AAA.

Section 6. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The party losing the arbitration shall bear the fee of the arbitrator and the cost, if any, of the hearing room. In the event of a split-decision, the Arbitrator shall specify such and identify that the parties shall share equally the

Arbitrator's fees. Witnesses may be called by the Union or by the City and the party calling the witness shall bear the expense of fees or wages. The City shall cooperate in granting time off to witnesses called by the Union. Witnesses who are otherwise on duty shall return to duty as soon as they have testified. The City may restrict the number of on-duty personnel who appear at any arbitration hearing. The arbitrator's decision and award shall be in writing and issued within thirty (30) days from the date of the close of the record, or within thirty (30) days after receipt of final briefs. The arbitrator's decision shall be final and binding upon the parties hereto.

**ARTICLE IX**

**VACATIONS**

Section 1. All full-time members of the bargaining unit shall receive vacations with pay as set forth below. Vacation leave is granted to employees as a reward for satisfactory service and as an incentive for future service.

Section 2. Employees shall earn vacation leave to be taken during the calendar year after it is earned as follows:

	<u>Completed Calendar Years of Service Following the Initial Date of Employment</u>	<u>Amount of Vacation</u>
<u>8-Hour Employee</u>	1 to 5	10 days
	6 to 12	15 days
	13 to 18	20 days
	19 or more	25 days
<u>24-Hour Employee</u>	1 to 5	4 tours
	6 to 12	6 tours
	13 to 18	8 tours
	19 or more	10 tours

New employees shall earn vacation at the rate of eight (8) hours per month for those months earned prior to their initial January 1<sup>st</sup> of employment.

Vacation accrual shall be prorated based on the number of days an individual is employed by the City divided by 365 for those employees who leave the City's employment.

Section 3. Vacation leave cannot be accumulated. It must be taken during the first twelve (12) months following the anniversary year in which the vacation is earned; otherwise any balance is forfeited. If an employee is discharged for cause, vacation pay shall be forfeited. If an employee quits after giving thirty (30) days' notice, or retires, dies or becomes permanently disabled, he or she shall receive the vacation pay he or she has accumulated or is entitled to receive. If the employee fails to give such notice all accumulated vacation pay shall be forfeited.

## ARTICLE X

### SICK LEAVE

Section 1. Sick leave shall be computed at the rate of ten (10) hours for every month of service, including paid holidays and paid vacation. Unused sick leave shall be cumulative up to 1152 hours. Any employee who accumulates during a calendar year additional sick leave of more than 1152 hours shall have the excess paid for at the rate of one (1) day's pay for each two (2) days earned (and for employees hired after October 1, 2012, at the rate of one (1) day's pay for three (3) days earned) so that at the end of the calendar year the employee's accumulated total shall not exceed 1152 hours. Payment for such accumulation shall be not later than January 31<sup>st</sup> of the following year. All subsequent cash-outs will be made at the hourly rates applicable for that year.

Section 2. Sick leave is defined as leave with pay granted when an eligible employee is necessarily absent from duty for any of the following reasons: (1) illness or injury which makes the employee unable to perform his or her duties or which presents a hazard to others in the performance of such duty; (2) death or serious illness of a member of the employee's

immediate family (spouse or children); and (3) time off to visit a doctor or dentist for medical or dental care.

Section 3. An employee who is to be absent on sick leave shall notify the City of such absence and the reason therefor at least one (1) hour before the start of his or her work shift each day of absence. For absences due to scheduled procedures, appointments, etc., or due to circumstances known in advance, the employee is required to provide notice of the absence at the time the need for the absence becomes known.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. An 8-hour employee absent more than two (2) consecutive work days or a 24-hour employee absent more than one (1) work day must supply a physician's report to be eligible for paid sick leave.

Section 6. Accumulated sick leave shall, except as provided below, be forfeited upon termination of employment, whether by permanent layoff, discharge for cause, voluntary quit, retirement, or otherwise. If an employee retires, either regular or disability, with at least twenty (20) years of service with Pepper Pike, the employee shall be paid at retirement for accumulated sick leave at the rate of one (1) day's pay for every two (2) days accumulated. If an employee is rehired, previously accumulated sick leave forfeited on the prior termination is not reinstated. For employees hired after October 1, 2012, any accrued sick leave at the time of retirement shall be paid out at a rate of one (1) day's pay for every three (3) days accumulated.

Section 7. In the event of the death of a full-time employee hired before December 1, 2011, with twenty (20) years of service with Pepper Pike, the accrued sick leave shall be paid out per Section 6 of this Article, directly to the employee's surviving spouse. If there is no surviving spouse, the payment shall go to the estate as a lump sum, single payment.

## ARTICLE XI

### BEREAVEMENT LEAVE

Section 1. Bereavement leave shall be granted for up to three (3) days for 8-hour employees and for up to one (1) tour of duty for 24-hour employees after the death of a member of an employee's family. For purposes of this section, an employee's family includes his or her spouse; child, including step-child; grandchild; parent; current parents-in-law; step-parents; sister and brother; grandparents, brother-in-law and sister-in-law. This leave shall not be deducted from the employee's accumulated sick leave or other benefits.

## ARTICLE XII

### ON-DUTY INJURY LEAVE

Section 1. An employee who suffers a work-related injury as a result of the performance of hazardous duties shall be paid for a period not to exceed twelve (12) weeks, an amount equal to the difference between the employee's regular compensation and the amount to be paid under Workers' Compensation. As used in this section, "a work-related injury as a result of the performance of hazardous duties" means injury resulting while performing duties during an emergency call or during simulated-fire training sessions. Hazard pay shall not be granted to an employee who incurs injuries in the performance of duties in non-emergency situations. In no event shall an employee receive more than his or her regular compensation while on disability leave.

**ARTICLE XIII**

**JURY DUTY**

Section 1. An employee serving on jury duty will be excused with pay for time lost during the basic work week. Employees shall turn over to the City any pay received for such jury service.

**ARTICLE XIV**

**HOLIDAYS**

Section 1. Eight-hour employees who have completed sixty (60) days or more of employment shall receive the following paid holidays/personal days:

New Year's Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas
	Personal Days (4)

24-hour employees who have completed sixty (60) days or more of employment shall receive one hundred-twenty (120) hours of paid time-off annually. Holiday time accrual shall be prorated based on the number of days an individual is employed by the City divided by 365. 24-hour employees starting their employment after the beginning of the calendar year or separating their employment prior to the end of a calendar year shall be entitled to a prorated amount of the 120-hour annual allotment.

Section 2. 24-hour employees shall designate the days they wish to take off which shall be subject to the advance approval of the Chief as to when they may be taken. The Chief shall have the right to reasonably block out periods of time during which no time off under this provision may be taken. Notwithstanding the above, and in furtherance of the good management

of the department, the Chief shall have the right to block out, prescribe, regulate or change days or periods that time off under this Section may be taken.

Section 3. Eight (8)-hour employees who work on any of the eight (8) designated holidays shall be paid for all hours worked at the overtime rate, and shall receive an additional eight (8) hours of compensatory time. Twenty-four (24)-hour employees shall receive the overtime rate for all hours worked on July 4<sup>th</sup>, Thanksgiving, Christmas and New Year's Day.

## ARTICLE XV

### UNIFORM ALLOWANCE

Section 1. Each employee shall be entitled to an annual uniform maintenance allowance in the amount of Four Hundred Dollars (\$400.00) payable in equal quarterly installments on the last pay of the months of March, June, September and December. Additionally, each regular (non-probationary) employee shall be entitled to a clothing purchase allowance of Eight Hundred-Fifty Dollars (\$850.00) per year, payable one-half the first pay in January and one-half the first pay in July. Should an employee retire, voluntarily resign or be terminated, the employee will be required to return the prorated balance of the clothing purchase allowance to the City based on the number of months (or fraction thereof) remaining in the calendar year after employment ends.

## ARTICLE XVI

### WAGES

Section 1. Effective January 1, 2014, employees in the bargaining unit shall receive the wages set forth in the schedule below, which incorporates the elimination of the two percent (2%) pension pick-up before the application of the two percent (2%) wage increase:

<u>Classification</u>	Employees hired prior to October 1, 2012 1/01/2014	Employees hired after October 1, 2012 01/01/2014
Firefighter – start	\$ 57,510	\$ 50,743
Firefighter – after 1 yr.	\$ 61,917	\$ 54,633
Firefighter – after 2 yrs.	\$ 66,323	\$ 58,520
Firefighter – after 3 yrs.	\$ 70,729	\$ 62,824
Lieutenant	\$ 79,924	\$ 71,031

Effective January 1, 2015 – 2% wage increase:

<u>Classification</u>	Employees hired prior to October 1, 2012 1/01/2015	Employees hired after October 1, 2012 01/01/2015
Firefighter – start	\$ 58,660	\$ 51,758
Firefighter – after 1 yr.	\$ 63,155	\$ 55,726
Firefighter – after 2 yrs.	\$ 67,650	\$ 59,691
Firefighter – after 3 yrs.	\$ 72,143	\$ 64,080
Lieutenant	\$ 81,523	\$ 72,451

Effective January 1, 2016 – 2% wage increase:

<u>Classification</u>	Employees hired prior to October 1, 2012 1/01/2016	Employees hired after October 1, 2012 01/01/2016
Firefighter – start	\$ 59,833	\$ 52,793
Firefighter – after 1 yr.	\$ 64,419	\$ 56,840
Firefighter – after 2 yrs.	\$ 69,003	\$ 60,885

Firefighter – after 3 yrs.	\$ 73,586	\$ 65,362
Lieutenant	\$ 83,153	\$ 73,900

Employees who are authorized by the City to relinquish their paramedic certification shall have their salary reduced by three percent (3%).

Section 2. Longevity Pay. In addition to the above annual rates of pay, each employee in the bargaining unit who was hired prior to October 1, 2012 shall on December 15<sup>th</sup> receive a payment based upon full years of service as of December 1<sup>st</sup> as follows:

5 years, but less than 10 years	2%
10 years, but less than 15 years	3%
15 years, but less than 20 years	4%
20 years or more	6%

Time served by an employee during any probationary period shall be included in computing eligibility for longevity pay. Any interruption in the service of an employee, except for allowed vacations, holidays, sick leave and authorized leaves of absence (including military leave), shall be deemed a termination of such employee's tenure in office for the purpose of determining eligibility for longevity pay. "Eligible Employee" means an employee hired prior to October 1, 2012. ~~Employees hired on or after October 1, 2012 shall not receive a longevity benefit.~~

Section 3. Officer-In-Charge. The Chief or Executive Officer shall have the discretion to assign a firefighter as an officer-in-charge of a shift. When so assigned, the officer shall receive a premium of ten percent (10%) of his/her hourly rate for all hours assigned as the officer-in-charge.

## ARTICLE XVII

### HOURS OF WORK

Section 1. The regular work week for 8-hour employees covered by this Agreement shall be forty (40) hours per week. The regular workweek for 24-hour employees shall be an average of forty-eight (48) hours consisting of twenty-four (24) hours of on-duty time followed by forty-eight (48) hours of off-duty time.

The work period for 24-hour employees shall be a recurring twenty-one (21) calendar day period in which employees shall be scheduled to work one hundred forty-four (144) hours.

Section 2. Overtime compensation, when approved by the Chief, shall be paid at the rate of time and one-half (1 ½) for all hours worked in excess of forty (40) hours in any such work week for 8-hour employees and in excess of one hundred forty-four (144) hours in a 21-day cycle for 24-hour employees. Such compensation shall be at time and one-half (1 ½) the regular hourly rate of pay, determined by dividing the annual salaries set forth above by 2080 hours for 8-hour employees and 2496 hours for 24-hour employees. Paid leave (i.e., holiday, vacation, injury, bereavement, and jury duty) shall be deemed hours worked for computation of overtime. Sick leave shall not be counted as hours worked for computation of overtime.

Section 3. In lieu of overtime pay as provided above, employees may accumulate overtime hours at the rate of one and one-half (1 ½) hours of time off for each hour of overtime worked, as compensatory time off, not to exceed ninety-six (96) hours of accumulated time off at any time. Such accumulated time off may be taken per the rules established by the City. Some or all of the unused compensatory time off shall, at the employee's election, be paid for at the end of the calendar year, with the remainder, if any, being carried into the next calendar year.

Section 4. Whenever approved by the Chief, employees called in to work, appearing in court on behalf of the City or attending a mandatory training session (excluding any extension before or after a tour of duty), shall be compensated for the time spent or three (3) hours, whichever is greater.

Section 5. When employees are required to take training at times other than their regularly scheduled shift time, and that training results in overtime for that pay period, then at the employee's option, overtime or compensatory time off under the provisions of Section 3 of this article shall be paid. Any compensatory time accrued under this Section shall be subject to the terms of Section 3 of this Article.

Section 6. There shall be no pyramiding of overtime.

## ARTICLE XVIII

### MEDICAL INSURANCE

Section 1. The City shall provide health insurance benefits for employees and eligible dependents as summarized in Attachment A and otherwise per current benefit levels. The City, at its option, may also offer a Health Savings Account (“HSA”) plan, with terms to be determined by the City. Employees may elect coverage under the HSA plan as an alternative to the PPO plan during designated enrollment periods. Effective January 1, 2014 employees who elect PPO coverage shall contribute fifteen percent (15%) of the premium rate per month for the duration of this Agreement for such coverage. Employees who elect vision coverage shall pay one hundred percent (100%) of the premium costs, and employees who elect dental coverage shall pay fifty percent (50%) of the premium costs. The deduction from pay of all premium contributions shall be made in two equal installments from the first and second pay of each month.

Substantially similar health insurance benefits (substantially similar deductibles, co-payments, etc.) may be substituted. Likewise, the City reserves the right to modify insurance benefits which may result in modification to those doctors and hospitals considered to be “in-network” or “out-of-network.” The City retains the right to change carriers or remain self-insured under the conditions outlined in this paragraph. Prior to any change to comparable coverage, the City shall advise the Union of the proposed coverage. Any disagreement regarding “substantially similar” may be the basis of a grievance and may, upon the request of either party, be resolved through the grievance and arbitration procedure of this Agreement.

Section 2. Effective for the period January 1, 2014 through December 31, 2014 only, the City shall establish a 90/10 co-insurance plan with out-of-pocket maximums of \$1,000 for single coverage and \$2,000 for family coverage, not inclusive of deductibles.

Section 3. An employee whose spouse has available health care coverage at the spouse’s place of employment but elects coverage under the City’s medical insurance plan for the spouse and/or his/her dependents shall be surcharged an additional two hundred dollars (\$200.00) per month.

## ARTICLE XIX

### MISCELLANEOUS

Section 1. MEDICAL EXAMINATIONS In any instance where the City sends an employee for a medical examination, the City shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such examination occurs while the employee is off duty.

Section 2. BULLETIN BOARD The Union will be allowed one (1) bulletin board for official Union notices. Any Union-related postings shall be posted on the Union bulletin board

and not on other bulletin boards located on the City's premises. Postings shall not contain material which disparages the City or employees of the City. Postings shall not contain attacks upon and/or favorable comments regarding a candidate for local public office.

Section 3. PRIVATE VEHICLES Employees who are required to use their private vehicle for City business shall be reimbursed for mileage in accordance with City policy. Such reimbursement shall not be made unless such use is authorized in advance by the Chief or his or her designee.

Section 4. PRIOR PUBLIC EMPLOYMENT Employees who have been employed previously by another public-sector employer shall not carry over any accrued sick leave or vacation when commencing employment with the City. This Section shall not apply to employees hired prior to October 1, 2012 who were permitted to carry-over accrued time from their prior employment. Such employees' seniority in the bargaining unit will commence upon their date of hire with the City.

## ARTICLE XX

### HEALTH AND SAFETY

The City agrees to maintain in safe working condition, all vehicles, equipment, portable radios and tools to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the City, and for properly using and caring for all tools and equipment furnished by the City.

## ARTICLE XXI

### SEVERABILITY

If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties)

renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE XXII**

**LAYOFFS**

The City reserves the right to lay off employees. Any layoffs shall be implemented based on job classification and then City-wide seniority within the job classification. Any lieutenant identified for lay off will be permitted to bump the least senior firefighter who will, in turn, be laid off.

The City shall not lay off any full-time employees so long as any part-time firefighters or paramedics are employed.

**ARTICLE XXIII**

**NON-DISCRIMINATION**

Section 1. The Union expressly agrees that membership in the Union is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers. All eligible employees are free to join or resign as members of the Union.

**ARTICLE XXIV**

**LABOR/MANAGEMENT MEETINGS**

Section 1. With the intent of maintaining the highest standards within the department, Labor/Management meetings may be held in order to discuss issues which either the City or the Union wish to raise. The City agrees to meet at least twice per year if so requested, but is not required to meet more than twice per year.

Section 2. To the extent practicable, Labor/Management meetings shall be scheduled within ten (10) working days of a request by either party and in no event later than thirty (30) working days after said request. When either party desires to initiate a meeting, said notice shall include a description of the issue or issues to be raised and the initiating party's proposed resolution, change or recommendation.

Section 3. Neither the Employer nor the Union has an obligation to act upon any recommendation made at the Labor/Management meetings. Agreements reached mutually may become addenda to this Agreement with the approval of the City and the Union.

## ARTICLE XXV

### TERM

This Agreement shall remain in full force and effect from January 1, 2014 through December 31, 2016, and from year to year thereafter unless either party shall notify the other of its desire to amend, modify or terminate the Agreement which notice shall be given between sixty (60) and ninety (90) days prior December 31, 2016 or December 31 of any subsequent year. In the event that notice to modify is given, then the Agreement shall continue in full force and effect until a new Agreement is reached or until either party gives the other thirty (30) days' notice of its desire to terminate in which event the Agreement shall terminate on the thirty-first (31<sup>st</sup>) day after receipt of such notice but in no event prior to midnight December 31, 2016 or midnight December 31 of any subsequent year. If the original notice is one to terminate, then the Agreement shall terminate on December 31, 2016 or December 31 of any subsequent year, as applicable.

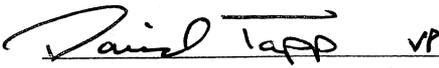
In the event that the parties are unable to reach a satisfactory modification of this Agreement or enter into a new Agreement, then unless the parties shall agree otherwise, the

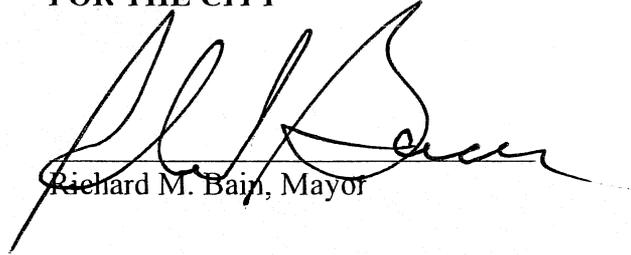
dispute resolution procedures set forth in the Public Employees Labor Relations Act, Chapter 4117, Ohio Revised Code, shall be applicable herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this 20<sup>th</sup> day of MARCH, 2014, at Pepper Pike, Ohio.

FOR THE IAFF

FOR THE CITY

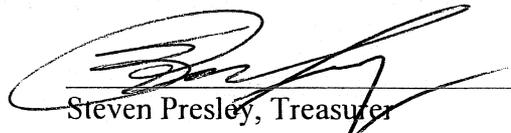
 PRES.  
 VP

  
Richard M. Bain, Mayor

**CERTIFICATE OF AVAILABILITY OF FUNDS**

I certify that the money required to meet this proposal has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from an previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

3.20.2014  
Date

  
Steven Presley, Treasurer  
City of Pepper Pike, Ohio

## MEDICAL CO-PAY AND DEDUCTIBLES

During the term of this Agreement the following co-pays and deductibles will be in effect subject to Article XVIII. Details of the medical, dental and vision plans are contained in the summary plan descriptions in effect at the time of the execution of this Agreement. Note: the amounts set forth below are for in-network care only.

### **Physician Services**

Office visits (illness/injury) including OB/GYN	\$17
Specialized office visit	\$27
Urgent care facility services	\$27
Emergency room	\$100
Occupational/Physical therapy	\$12
Speech therapy	\$12

### **Substance Abuse/Mental Disorders**

Inpatient/outpatient	\$22
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### **Preventive Care\*\***

Routine well adult care	\$12
Routine well newborn care	\$12
Routine well child care	\$12

### **Vision (Spectera)**

Annual eye exam	\$12
Materials	\$27

### **Prescription Drugs**

Generic	\$15
Brand Name – Formulary	\$30
Name brand – Non-Formulary	\$40

In addition to the above co-pays, there shall be an annual deductible of five hundred dollars (\$500) for single coverage and one thousand dollars (\$1,000) for family coverage.