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AGREEMENT

BETWEEN

CITY OF BEACHWOOD

AND

**INTERNATIONAL ASSOCIATION OF FIRE
FIGHTERS, LOCAL 2388**

Effective November 1, 2014, through October 31, 2017

TABLE OF CONTENTS

PAGE NO.

ARTICLE 1 - INTENT: PURPOSE	4
ARTICLE 2 - RECOGNITION: BARGAINING UNIT	4
ARTICLE 3 - WAGES AND OVERTIME	4
ARTICLE 4 - LONGEVITY PAY FOR YEARS OF SERVICE	7
ARTICLE 5 - LEAVE	8
ARTICLE 6 - MEDICAL BENEFITS	11
ARTICLE 7 - PENSION: SALARY REDUCTION	14
ARTICLE 8 - UNIFORMS AND EQUIPMENT	15
ARTICLE 9 - MILITARY LEAVE	15
ARTICLE 10 - LEAVE OF ABSENCE	15
ARTICLE 11 - JURY DUTY	17
ARTICLE 12 - MANAGEMENT RIGHTS	18
ARTICLE 13 - NO STRIKE/NO LOCKOUT	18
ARTICLE 14 - NON-DISCRIMINATION	19
ARTICLE 15 - GRIEVANCE - REPRESENTATION	19
ARTICLE 16 - GRIEVANCE PROCEDURE	19
ARTICLE 17 - DISCIPLINARY ACTION	21
ARTICLE 18 - GRIEVANCE: TIMELINESS	22
ARTICLE 19 - MEMBERSHIP	23
ARTICLE 20 - TERMINATION	24
ARTICLE 21 - PERSONNEL FILES AND POLICY	24
ARTICLE 22 - POLITICAL ACTIVITY	25
ARTICLE 23 - UNFAIR LABOR PRACTICE	25
ARTICLE 24 - UNION ACTIVITIES	27
ARTICLE 25 - SENIORITY	27
ARTICLE 26 - RESIDENCY REQUIREMENT	28
ARTICLE 27 - PERSONNEL REDUCTION, CALL BACK	28
ARTICLE 28 - OTHER EMPLOYMENT	29

TABLE OF CONTENTS (Cont.)

PAGE NO.

ARTICLE 29 - LABOR-MANAGEMENT COMMITTEE 30
ARTICLE 30 - LEGALITY 30
ARTICLE 31 - DURATION 31

AGREEMENT

This Agreement is entered into between the CITY OF BEACHWOOD, OHIO (hereinafter referred to as the "City") and LOCAL 2388, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS (hereinafter referred to as "I.A.F.F., Local 2388" or "Union"). The undersigned hereby agree that the Collective Bargaining Agreement between the City and I.A.F.F set to expire on October 31, 2014 is hereby superseded by this Agreement.

ARTICLE 1

INTENT: PURPOSE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto and to set forth the Agreement between the parties concerning rates of pay, wages and conditions of employment. The parties have considered the particular working hours of fire fighters, which is different than other municipal employees, when forming this agreement.

ARTICLE 2

RECOGNITION: BARGAINING UNIT

The City recognizes the Beachwood Fire Fighters, I.A.F.F., Local 2388 as the sole and exclusive bargaining representative for all fire fighters pursuant to civil service examination, who are employees of the Fire Department, for the purpose of establishing rates of pay, wages, hours and other conditions of employment, who shall be the "Bargaining Unit," excluding the Fire Chief and Deputy Fire Chief.

ARTICLE 3

WAGES AND OVERTIME

Section 1. Wages.

Effective December 1, 2014, wages shall be assessed as follows:

Firefighters hired before May 1, 2011.

	2.50% Effective 12/1/14	2.50% Effective 11/1/15	2.50% Effective 11/1/16
First Year	\$64,876	\$66,498	\$68,160
Second Year	\$67,233	\$68,914	\$70,637
Year 2+ - 6	\$76,668	\$78,585	\$80,550
Year 7-9*	\$78,201	\$80,157	\$82,161
Year 10 - 12	\$78,393	\$80,353	\$82,362
Year 13- 15	\$78,585	\$80,550	\$82,564
Year 16-18	\$78,776	\$80,746	\$82,765
Year 19-21	\$78,968	\$80,943	\$82,967
Year 22-24	\$79,160	\$81,139	\$83,168
Year 25+	\$79,351	\$81,335	\$83,369
Lieutenants	2.50% Effective 12/1/14	2.50% Effective 11/1/15	2.50% Effective 11/1/16
Year 2+ - 6	\$85,869	\$88,016	\$90,216
Year 7-9*	\$87,402	\$89,588	\$91,827
Year 10 - 12	\$87,594	\$89,784	\$92,028
Year 13- 15	\$87,786	\$89,981	\$92,230
Year 16-18	\$87,977	\$90,177	\$92,431
Year 19-21	\$88,169	\$90,374	\$92,633
Year 22-24	\$88,361	\$90,570	\$92,834
Year 25+	\$88,552	\$90,766	\$93,035
Captains	2.50% Effective 12/1/14	2.50% Effective 11/1/15	2.50% Effective 11/1/16
Year 2+ - 6	\$96,174	\$98,578	\$101,042
Year 7-9*	\$97,707	\$100,150	\$102,653
Year 10 - 12	\$97,899	\$100,346	\$102,854
Year 13- 15	\$98,091	\$100,543	\$103,056
Year 16-18	\$98,282	\$100,739	\$103,257
Year 19-21	\$98,474	\$100,936	\$103,459
Year 22-24	\$98,666	\$101,132	\$103,660
Year 25+	\$98,857	\$101,328	\$103,861

*The start date of pay rate for years starting with Year 7-9 begins on the Anniversary date of the first year, the same as former longevity.

Fire Fighters Hired after May 1, 2011	2.50% Effective 12/1/14	2.50% Effective 11/1/15	2.50% Effective 11/1/16
First Year	\$ 48,231	\$ 49,437	\$ 50,673
Second Year	\$ 53,919	\$ 55,267	\$ 56,649
Third Year	\$ 59,606	\$ 61,096	\$ 62,623
Fourth Year	\$ 65,293	\$ 66,925	\$ 68,598
Fifth Year	\$ 70,979	\$ 72,753	\$ 74,572
Year 5+ - 6	\$ 76,668	\$ 78,585	\$ 80,550
Year 7-9*	\$ 78,201	\$ 80,157	\$ 82,161
Year 10 - 12	\$ 78,393	\$ 80,353	\$ 82,362
Year 13- 15	\$ 78,585	\$ 80,550	\$ 82,564
Year 16-18	\$ 78,776	\$ 80,746	\$ 82,765
Year 19-21	\$ 78,968	\$ 80,943	\$ 82,967
Year 22-24	\$ 79,160	\$ 81,139	\$ 83,168
Year 25+	\$ 79,351	\$ 81,335	\$ 83,369

*The start date of pay rate for years starting with Year 7-9 begins on the Anniversary date of the first year, the same as former longevity.

Section 2. Probationary Period. All fire fighters hired after November 1, 2014 will be subject to a one (1) year probationary period.

Section 3. Part-time Employees. In an effort to reduce overtime costs for the Fire Department, the City expressed a desire to hire part-time employees. In consideration and exchange for the amendments contained within this Agreement, the City will not hire part-time employees to perform duties covered by the Bargaining Unit during the life of this Agreement.

ARTICLE 4

LONGEVITY PAY FOR YEARS OF SERVICE

As of December 1, 2014, the former longevity has been added to the annual base pay at the below percentages. For members hired prior to May 1, 2011 the percentages are based on a firefighter "Year 2+ - 6" rate and for members hired after May 1, 2011 the percentages are based on a firefighter "Year 5+ - 6" rate.

Year 7-9	2.00%
Year 10 - 12	2.25%
Year 13- 15	2.50%
Year 16-18	2.75%
Year 19-21	3.00%
Year 22-24	3.25%
Year 25+	3.50%

Separately paid longevity has been eliminated.

Paramedic pay. All members of the Bargaining Unit who have fulfilled the requirements for and are certified by a Department of the State of Ohio as emergency medical technician paramedic shall be paid at 4% of base rate; paramedic pay shall be paid concurrent with regular pay and included in computing the hourly overtime rate.

Hourly rate of pay shall be at annual rate divided by 2620.8 except those working a forty (40) hour week, wherein rate shall be divided by 2,080.

Regular workweek is fifty and four tenths (50.4)¹ hours. All fire fighters shall work four (4) tours of duty in a thirteen (13) day work period. A tour of duty shall consist of twenty-four (24) consecutive hours, and they shall be paid one twenty-sixth (1/26) of their annual rate each bi-weekly pay period. A workweek begins with the day shift starting on Monday morning at 0700 hours.

Special Duty. The Chief may place a fire fighter on special duty or may call in a fire fighter, on a sick or injury leave, for temporary duty and who shall be on a forty (40) hours per week schedule.

¹ In 2014 and in lieu of a \$500.00 increase in the uniform allowance, members chose to decrease the workweek from 51.7 hours to 50.4 hours.

ARTICLE 5

LEAVE

Vacation and Holidays.

1. Each full-time regular member of the Fire Department with more than twelve months of continuous service shall be given on an accrual basis the following number of tours of vacation:

COMPLETED YEARS OF SERVICE	TOURS OF VACATION PER YEAR
One (1) to Less Than Six (6) Years	Six (6)
Six (6) to Less Than Ten (10) Years	Eight (8)
Ten (10) to Less Than Seventeen (17) Years	Eleven (11)
Seventeen (17) + Years	Thirteen (13)

2. Each full-time member of the Bargaining Unit, hired prior to May 1, 2011, shall be entitled to and receive compensation for the following six (6) holidays - New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day, to be computed on the basis of twenty-four (24) hour tours of duty, each calendar year. Each full-time member of the Bargaining Unit, hired after May 1, 2011, shall be entitled to and receive compensation for holidays each calendar year, to be computed on the basis of twenty-four (24) hour tours of days, pursuant to the following schedule:

CALENDAR YEARS OF SERVICE	TOURS OF HOLIDAY PER YEAR
Year Hired	One (1)-Prorated Based on Hire Date
One (1) Year	Two (2)

Two (2) Years	Three (3)
Three (3) Years	Four (4)
Four (4) Years	Five (5)
Five (5) Years	Six (6)

If a firefighter is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. Holiday time compensation shall be in accordance with Fire Department Policy in order to meet full manpower requirements. Holiday time may be added to "compensatory time" at the option of the fire fighter but not to exceed the maximum allowed in Article 5. Should an employee be scheduled, and in fact work, on the Easter, Memorial Day, New Year's Day, Christmas, Thanksgiving, Fourth of July or Labor Day holidays, he shall be paid at the current overtime rate. Should an employee be scheduled, and in fact work Christmas Eve or New Year's Eve, he/she shall be paid at the current overtime rate for twelve (12) of the hours worked. Provided, that an employee who starts work with the department shall have such holidays computed on a pro rata basis for that first partial year.

In the event that a member is "forced" to work overtime on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked, at the rate of two and one-half (2½) times the member's straight time hourly rate. For purposes of this section, "forced" shall mean that the member did not volunteer to work the Holiday. Members who are scheduled to work on a Holiday as their regular duty day or are working a pre-arranged trade of time are not "forced" to work for purposes of this section.

An employee who terminates his service with the City shall be entitled to a pro rata share of such holidays based on the percentage of time spent during the payroll period. If an employee who terminates his employment with the City used more than the pro rata share of holidays, that excess will be offset from any final payment due the employee.

3. Employees shall be permitted to select vacation and holidays on the basis of seniority. The number of employees who may be scheduled for vacation and/or holidays at any time shall be as set forth in a written policy established by the Chief.

4. Employees may cash out unused vacation hours at the end of each year only. Payments of such unused vacation time will be made in the last payroll period of the then current payroll year.

(A) Every full-time member of the Bargaining Unit of the Fire Department shall be given the option of accumulating not more than one hundred and sixty-eight (168) (7 tours) of compensatory time off, or being paid for overtime at the following rate: Overtime shall be paid for or compensatory time shall be allowed on the basis of 1-1/2 hours' pay or compensatory time for each hour of overtime. An employee may not request to be paid for compensatory time more than two times in the calendar year, except in the event of hardship as approved by the Chief, and may not request payment for compensatory time in the final pay of the year.

(B) Fire Recall: Any fire fighter that is recalled and returns to duty shall receive a minimum of two (2) hours of overtime compensation and such recall time shall be subject to the provisions of Article 4.

(C) Overtime shall be compensated for at the 1-1/2 times basis only when such employee works not less than his regular scheduled tours of duty during the week when overtime is required, except that time taken off as approved leave (e.g. sick leave, compensatory time, bereavement, holiday or vacation time) shall be counted as a tour of duty (24 hours) for the purposes of computing overtime for that week.

(D) Compensatory time off may be used by a fire fighter at the discretion of the Fire Chief in accordance with departmental policies.

5. Eligibility for holiday pay becomes effective after ninety (90) days of employment. All holiday time which is unused at the end of the last pay period in December shall be paid to the employee.

6. The Fire Chief shall have the authority to schedule, suspend, postpone, or cancel holidays, compensatory leave or vacation days.

7. Payment by the City for overtime for continuing education shall not be paid for paramedic training in excess of ninety (90) hours during any three (3) calendar year period. Continuing education courses for which the employee is requesting overtime, travel expenses and/or tuition reimbursement by the City shall be approved in advance by the

Chief. Additional continuing education classes and courses may be approved on a case by case basis by the Chief.

8. The City and the Union shall agree upon policies and procedures for the creation of a bank of three hundred (300) hours of leave time for each employee for each calendar year. Such bank of time off shall be in lieu of Special Days Off presently provided pursuant to the provisions of the Fair Labor Standards Act ("SDO Days" or "SDO Bank"). Said policies and procedures shall provide that each employee will take the entire three hundred hour SDO Bank as time off each year. No cash payment will be made in lieu of such SDO time. Each employee shall also take at least ~~two~~ **six (6)** full tours of duty of holiday or vacation time off each year. The creation of such an SDO Bank will not affect the regular work week or the calculation of the rate for overtime pay as provided elsewhere in the Agreement.

ARTICLE 6

MEDICAL BENEFITS

Members of the Fire Department shall be entitled to medical coverage, including vision, dental, hearing and prescription drug coverage as set forth in the attached Exhibit A.

The City may contract (if possible) with another Company and/or alternative coverage to maintain substantially similar benefit levels at lower rates.

The City agrees to discuss such changes with IAFF, Local 2388 prior to its final decision.

In the event that non-Bargaining Unit employees receive a materially better health care insurance plan, the Union may elect that coverage in lieu of the above plan and adopt the contributions that the non-Bargaining Unit employees are required to make, if any, that are part of the structure of such plan.

Section 1. Effective January 1, 2015 Members of the Bargaining Unit shall be entitled to medical coverage, including vision, dental, hearing, and prescription drug coverage, as set forth in the attached Exhibit A. Employees may select from a Health Savings Account Option, a Health Reimbursement Account Option, or remain on the City's current Super Med Plus Plan with the current deductibles, co-insurance, and co-pays. All

Bargaining Unit members will be required to contribute 15% of the premium cost toward their health care. The City will maintain an IRS §125 Plan (premium only plan) to make employees contributions pre-tax. Prior to January 1, 2015 the City's current coverage and benefits will remain unchanged.

Section 2. Under the Health Savings Account Option the City will contribute annually to the members Health Savings Account \$1,900.00 for Individual Coverage and \$3,800.00 for Family Coverage to help offset the deductibles of \$2,600.00 per individual and \$5,200.00 per family. Once the money is deposited in this account the money belongs to the employee. Should an employee go from family coverage to individual coverage during the year the city cannot reclaim money already provided to the member. If an employee is hired or increases coverage during the year the City will deposit funds or additional funds at the following percentages, 100% if in the first quarter, 75% in the second quarter, 50% in the third quarter, and 25% in the fourth quarter. If an employee reduces coverage during the year or leaves the employment of the City during the year, a portion of the City's or employee's contribution may become taxable and subject to possible penalties based on IRS limitations. In addition to the amount funded by the City, the employee has the option of depositing additional funds up to the limits established by the IRS. The Health Savings Account shall at all times be subject to the prevailing tax and pension laws. Employees must open a Health Savings Account prior to the City being able to deposit funds. The City will arrange for PNC Bank to come to the City to assist employees with opening this account. PNC Bank has an arrangement with Medical Mutual to provide this account without an account fee (checks and other items may have a cost). However, employees are not required to use PNC Bank and are free to use any bank they desire, however they must provide that banking information to the City.

Section 3. The Health Reimbursement Account is only recommended if the member does not qualify for a Health Savings Account under IRS rules; the City's consultant will work with members with special circumstances that may disqualify them from having a Health Savings Account. Under the Health Reimbursement Account the deductibles are \$2,500.00 per individual and \$5,000.00 per family. However, the City will reimburse the member up to \$1,800.00 per individual and \$3,600.00 per family for cost incurred.

Section 4. For members electing either the Health Savings Account or Health Reimbursement Account Option the City will provide a monthly "Health Care Allowance" to help offset premium and deductible cost in excess of the amounts provided by the city as mentioned above. The monthly amounts will be provided in the first and second pay check received each month at one-half the month amount shown below based on the member's coverage level:

	<u>Monthly</u>	<u>Annual</u>
Single	\$144.00	\$1,728.00
Employee + Spouse	\$287.00	\$3,444.00
Employee + Child	\$236.00	\$2,832.00
Employee + Children	\$266.00	\$3,192.00
Family, 1 Child	\$325.00	\$3,900.00
Family, multiple children	\$374.00	\$4,488.00

It shall be the responsibility of the employee to direct the allowance into a health savings account via direct deposit if so chosen. The money directed into the health savings account shall be subject to IRS rules and regulations.

Should a member elect to remain on the City's current plan then the amount of their "Health Care Allowance" will be:

	<u>Monthly</u>	<u>Annual</u>
Single	\$101.00	\$1,212.00
Employee + Spouse	\$201.00	\$2,412.00
Employee + Child	\$141.00	\$1,692.00
Employee + Children	\$177.00	\$2,124.00
Family, 1 Child	\$247.00	\$2,964.00
Family, multiple children	\$305.00	\$3,660.00

If an individual is hired or an employee changes the number of individuals covered by their Plan during the year, the employee shall begin receiving the Health Care Allowance

the employee is entitled to receive in the employee's first pay after beginning employment or notifying the City of the changes to the Plan.

Allowance amounts are based upon the employee and family members on the Plan, excluding adult age dependents age 23 or older. For example, employee and spouse with one child under 23 will receive \$325 per month (\$247 under current plan), or with one child 23 or older will receive \$287 per month (\$201 under current plan).

Section 5. Supplemental Health Care Allowance. In the event that after January 1st an individual is hired or an employee adds dependent coverage and either incurs a loss in excess of the amount the City contributed to their H.S.A. or provided to the employee as part of their Health Care Allowance, may be eligible for a Supplemental Health Care Allowance up to the maximum amount of their "in network" out of pocket costs upon proper verification of the expense and approval of the City.

Section 6. Effective January 1, 2015 the City will no longer offer a Flexible Spending Account. The City will amend its current FSA plan document to discontinue the 2.5 month rollover for 2014. A few days prior to January 1, 2015 the debit cards will be shut off, however if you incur a cost prior to January 1, 2015 you will still have 60 days to submit a claim for reimbursement to Flex Save. If funds are not used within this time period, funds will revert back to the City.

ARTICLE 7

PENSION: SALARY REDUCTION

Section 1. Pension. Pension benefits are established under the laws of the State of Ohio. The City shall maintain, as long as legally possible, a "Salary Reduction" plan to permit a reduction in wages so that the City will pay the employees' contributions to Police and Fire Disability and Pension Fund, but shall not create any additional costs to the City other than administrative accounting costs.

Section 2. Pension Contribution Protection. In the event that the State increases the employee share of pension contributions and at the same time reduces the City's contribution, the City will make a onetime increase in the employee's wages by the same percentage as the change made by the State, effective as of the date of the change in

State law. However, no adjustment will be made to offset and increase in employee's contribution not offset by corresponding reduction in the City contribution.

ARTICLE 8

UNIFORMS AND EQUIPMENT

Members of the Fire Department shall wear such uniforms as directed by the Chief of the Fire Department, and approved by the Mayor, and shall be entitled to a clothing allowance of one thousand two hundred dollars (\$1,200.00) per year, payable \$300.00 in January, \$300.00 in April, \$300.00 in July, and \$300.00 in October. Turn-out gear, i.e., bunker coat, bunker pants, helmet and all accessories required shall be furnished by employer.

ARTICLE 9

MILITARY LEAVE

Military leave shall be provided as set forth in the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Section 4301, and other provisions of State and Federal law. If an employee is on active military service, the City shall reimburse the employee for the actual cost of the medical coverage elected by the employee and his/her dependents pursuant to the Consolidated Omnibus Budget Reconciliation Act (COBRA).

An employee returning from active military service shall be entitled to ten (10) days of paid leave after his/her return from military service before he/she is required to return to work.

Employees on active military service shall not be entitled to any compensation or benefits from the City except as set forth in this Article 9.

ARTICLE 10

LEAVE OF ABSENCE

1. **Sick leave.** Sick leave shall accumulate at the rate of 4.6 hours for every eighty (80) hours worked in active pay status, up to a maximum of one thousand nine

hundred thirty-nine (1,939) hours. At the end of the 2007 payroll year, any firefighter who has in excess of one thousand nine hundred thirty-nine (1,939) hours will receive a lump sum cash payment of thirty-three and one-third percent (33-1/3%) of the hours in excess of one thousand nine hundred thirty-nine (1,939) hours, except that members who presently exceed the 1,939 hours may remain under the payment schedule providing for a final lump sum payment consisting of thirty-three and one-third percent (33-1/3%) of the accumulated but unused sick leave upon death, retirement or resignation after twenty (20) years of service. Such annual payment will be made for calendar year 2007 at a date to be agreed upon between the City and the Union. On an annual basis, any firefighter who has in excess of one thousand nine hundred thirty-nine (1,939) hours at the end of each payroll year shall be entitled to convert thirty-three and one-third percent (33-1/3%) of the excess hours into a lump sum cash payment, or transfer the excess balance to his/her compensatory time bank. Upon death or retirement, a firefighter (or his/her estate) shall be entitled to convert fifty five percent (55%) of the accumulated but unused sick leave into a lump sum cash payment. Retirement shall be defined to mean eligibility to receive retirement benefits after twenty (20) years of service to the City.

2. **Injury leave.** Injury leave shall be granted to any fire fighter who is injured in the course and scope of his employment with the City and shall not exceed twenty-five (25) tours, or six hundred (600) hours, per injury(s), and must be used within nine (9) months of the date of the injury(s). Injury leave shall not be deducted from sick leave.

3. **Light Duty Policy.** The City and the Union have agreed upon a Light Duty Policy.

4. **Bereavement leave.** Bereavement leave shall be granted for up to three (3) tours of duty after death of a member of immediate family or one (1) tour for other family members.

A. Immediate family shall mean the parent, spouse, child (legal or natural), brother or sister of employee or the parent or child (legal or natural) of the spouse of the employee.

B. Other family members shall mean grandparents or spouse's grandparents, sister-in-law or brother-in-law.

- C. The Fire Chief may extend the leave for immediate family members for exceptional circumstances or travel time.
- D. The employee shall be paid for the shift or shifts that the employee normally would have been scheduled to work. This leave shall not be deducted from the employee's accrued sick leave.

5. **"Trade of Time"**. A trade of time may be approved in accordance with existing Departmental Rules (including minimum paramedic staffing requirements) to permit one fire fighter to work for a second fire fighter, ordinarily of the same rank and skill, in return for the second fire fighter then working for the first fire fighter. Both fire fighters who agree to this trade of time shall do so in writing, setting forth the dates and times of the trade which should normally occur within 365 days of the original trade of time. The Chief shall have the authority to grant reasonable exceptions to the 365 day restriction. Time trades between members of the same platoon shall be governed the same as any other time trade.

Further, when a member of the fire department who is on a trade of time calls in sick, the sick time will be deducted from the member's sick bank who actually called in sick and not the member that he traded with. Members on a trade of time shall not be prohibited from taking compensatory time, if minimum manpower permits.

6. **"Leave of Absence"**. A leave of absence without pay or accrual of benefits may be granted by the Mayor for a reasonable period of time (up to six (6) months) for exceptional circumstances.

7. **Fit For Duty.** Upon the agreement of both parties, Fitness for Duty Language will be memorialized in a Memorandum of Understanding and added to this Agreement.

ARTICLE 11

JURY DUTY

When an employee is performing required jury duty services, the City will pay the difference, if any, between fees for jury duty and the pay he would have received, had he worked his scheduled shift during his period of jury duty, provided that the employee gives the Fire Chief, or his designee, prompt notice of his call for jury duty and thereafter provides

evidence of his performance of jury service and the payment received for it. An employee is expected to report for regular City duty when temporarily excused from attendance at Court. The employee on this leave must assign all jury pay to the City in order to receive a day's pay under this provision.

ARTICLE 12

MANAGEMENT RIGHTS

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 and promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, 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); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, lunch periods and leave of absence, subject only to the restrictions governing the exercise of these rights as are expressly provided herein; and the conduct and grading of civil service examinations, the rating of candidates, the establishment of eligible lists and the original appointments from the eligible lists, as defined in O.R.C. Section 4117.08(c).

ARTICLE 13

NO STRIKE/NO LOCKOUT

The Local 2388 I.A.F.F. shall not, directly or indirectly, call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strikes, slowdown, walkout, concerted "sick" leave or mass resignation, work stoppage, picketing, in violation of O.R.C. §4117.11(B) or interference of any kind at any operation of the City for the duration of this Agreement.

Violations of this section shall be enforceable under the law and regulations of the State of Ohio.

The I.A.F.F., Local 2388 shall at all times cooperate with the City in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of the first paragraph. In the event any violation occurs, the I.A.F.F., Local 2388 shall immediately notify all employees that the strike, slowdown, picketing, work stoppage, or other interference at any operation of the City is prohibited and not in any way sanctioned or approved by the I.A.F.F., Local 2388. Furthermore, the I.A.F.F., Local 2388 shall also immediately advise all employees to return to work at once.

The City shall not lock out any employees for the duration of the Agreement.

ARTICLE 14

NON-DISCRIMINATION

Both the City and I.A.F.F., Local 2388 recognize their respective responsibilities under federal and state civil rights laws, fair employment practice acts, and other similar constitutional and statutory requirements. Therefore, both the City and I.A.F.F., Local 2388 hereby reaffirm their commitments, legal and moral, not to discriminate or show favoritism in any manner relating to employment, including, but not limited to, race, color, creed, national origin, sex, or I.A.F.F., Local 2388 activities.

ARTICLE 15

GRIEVANCE - REPRESENTATION

The I.A.F.F., Local 2388 has the right to represent exclusively its member employees in the Bargaining Unit and the right to unchallenged and exclusive representation as defined by O.R.C. Section 4117.04(A).

ARTICLE 16

GRIEVANCE PROCEDURE

A grievance is a dispute or difference between the City and the I.A.F.F., Local 2388, or between the City and an employee, concerning the interpretation and/or application of

any provision of this Agreement resulting in any dispute which may arise. When any such grievance arises, the following procedure shall be observed:

STEP 1.

A grievance may be submitted by the affected employee to the Fire Chief, or the senior officer in charge in the Chief's absence, and the personnel administrator within fifteen (15) business days of the act or omission complained of. The Fire Chief shall conduct a hearing and render a written decision within ten (10) business days after receipt of the grievance.

STEP 2.

If the grievance is not settled in Step 1, the grievance may be submitted to the Mayor or his designee by the end of the fifth business day following the day the Fire Chief's decision is rendered. The Mayor or his designee shall conduct a hearing and render a written decision within fifteen (15) business days. The Step 2 hearing may be combined with Step 1 if requested by either the Union or the City and agreed to by the other party.

STEP 3.

If the grievance is not settled in Step 2, the grievance shall be submitted to arbitration by either party upon written notice to the other and the American Arbitration Association at its Cleveland, Ohio office within fourteen (14) business days after decision is rendered (Step 2). The following procedures shall be followed:

- (1) A representative of the City and the Union shall meet within five (5) business days of receipt of the list and the parties shall make a mutual selection of an arbitrator. In the event the parties cannot agree, the parties will alternately strike names until one is left.
- (2) The American Arbitration Association will be notified promptly of the selection of the arbitrator who will be requested to convene hearing promptly and render a written decision within sixty (60) calendar days of the date of the hearing.
- (3) The arbitrator's decision will be final and binding upon both parties in accordance with applicable law and enforceable under applicable law.
- (4) The arbitrator's expenses and reasonable compensation as determined by the American Arbitration Association and the compensation and expenses of the American Arbitration Association itself shall be borne

equally by Beachwood and the Union and will be paid promptly upon receipt of the invoice.

- (5) A grievance may be withdrawn at any time by the party making the grievance.

General Terms:

- (a) The time periods referred to herein above may only be extended by written mutual agreement of the parties.
- (b) The City, the Union or a member employee(s) has the right at every step to be represented by legal counsel.
- (c) The decision of the Fire Chief, unless approved in writing by the Mayor or his designee, shall not necessarily constitute a precedent for other cases.
- (d) No decision reached in the grievance procedure by the parties at any step, including the arbitrator, shall have the effect of rewriting this agreement. It is the intention of the parties to limit the grievance procedure to the application of the agreement, in its entirety and not to rewrite the agreement, directly or indirectly, giving or taking away or expanding upon a right which either party agreed to by the signing of this agreement.
- (e) Business days mean: all weekdays, Monday through Friday, from 8:00 A.M. to 4:30 P.M. when business is normally conducted.

ARTICLE 17

DISCIPLINARY ACTION

1. The Chief or his/her designee shall provide an employee with written notice of potential disciplinary action within fifteen (15) days after the Chief first becomes aware of the employee conduct which might give rise to such disciplinary action.

2. Disciplinary action shall remain in an employee's personnel file indefinitely. However, disciplinary action may not be used for purposes of progressive discipline if it occurred more than two years prior to the current misconduct, except that disciplinary action which is heard by the Safety Director and which results in time off for a second or

subsequent offense may be used for progressive discipline for five (5) years from the date of the second or subsequent offense.

ARTICLE 18

GRIEVANCE: TIMELINESS

1. To be considered valid, a grievance must be made and filed as set forth in this Agreement. A grievance which is not timely filed under this provision shall be considered void.

2. Where a grievance is originally filed in a timely manner and the City fails to answer it within the prescribed time period at any particular step, then the grievance shall automatically proceed to the next step.

3. Once the grievance is originally timely filed, the parties may, by mutual written agreement, extend the time in which to answer it or to appeal it to the next step. The parties may also, by mutual written agreement, agree to skip any step of the grievance procedure in order to promote the expeditious resolution of any grievance.

4. Should the City file a grievance against Local 2388 for any violation of this contract, it shall file such grievance in writing with Local 2388 setting forth the details of the grievance and the violation(s). The parties shall meet within seven (7) days to resolve the grievance. If the grievance remains unresolved (unless the time be extended by mutual agreement), the City may submit the grievance to arbitration with the same procedure as found in Article 16, Step 3, A, 1-5.

5. The grievance procedure set forth in this Article shall be the sole and exclusive method for resolving matters which constitute grievances under this Agreement. Any decision, results, or settlements reached under the terms of this grievance procedure, whether reached by an arbitrator's decision or at any pre-arbitration step of the procedure, shall be final, conclusive, and binding on the City, Local 2388 and the employees.

6. The Chief of the Fire Department and/or the Safety Director, and the I.A.F.F., Local 2388, may meet informally to discuss any questions or issues by mutual agreement, or the explanation of any procedure which is ambiguous. Any modification of this Agreement must be in writing and signed by all parties.

ARTICLE 19

MEMBERSHIP

All fire fighters in the above Bargaining Unit have the right to join and maintain membership in the Union. Fire Fighters who do not want to join the Union or do not want to remain in the Union are under no obligation to do so.

In accordance with written individual check-off authorizations furnished by the Union, the City shall deduct from the fire fighters' bi-weekly earnings periodic Union dues, including initiation fees and assessments and special assessments, and shall remit the amount so deducted to the Union each pay period. The City shall remit the Union dues to the Union no later than three (3) business days after the payroll is finished. The Union shall furnish the City a written statement as to the amount to be deducted from each fire fighter's bi-weekly earnings.

The City will deliver a check as directed by the Union made payable to the Union and deposit it or will have the check available at the Finance Department, at the option of the Union.

Fair Share Fee. Current employees, and newly hired employees within sixty (60) days of date of employment, will be required to pay to the Union, as a condition of employment, a fair share fee. In the event they do not wish to become a member of the Union, the fair share fee will be automatically deducted from their payroll check and remitted by the City to the Union. The fair share fee shall not exceed the regular monthly dues paid by members of the Union, and the Union will give the City written notification as to the amount of the fair share fee. The fair share fees shall be subject to the provisions set forth in O.R.C. Section 4117.09(c).

The Union shall indemnify and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of the application of the preceding paragraphs of this Article.

ARTICLE 20

TERMINATION

Members of the Bargaining Unit shall terminate their office and employment not later than their 65th birthday, or if they become unable mentally and/or physically to carry out the requirements of the position, or are guilty of felony or a misdemeanor involving Moral Turpitude against the laws of the United States, or a State or the political subdivision of a State. The word "guilty" shall include a conviction in a court of law; but a finding in a court of law that a member is "not guilty" shall not preclude the City at its option from further proceeding to establish the member's "guilt" measured by civil law. In no event shall anything in this Article (prior to age 65) preclude the requisite discharge for just cause as set forth in management rights.

ARTICLE 21

PERSONNEL FILES AND POLICY

1. Understanding that in the administration of the Fire Department the City maintains individual personnel files, employees shall be permitted to promptly review their personnel file with the Personnel Administrator by appointment after reasonable notice.
2. Should an employee upon review of his or her file come across material of a negative or derogatory nature, the employee may provide a written and signed comment in rebuttal, mitigation or explanation of said material, which comment shall remain in the employee's file so long as the negative material remains.
3. When an employee is charged with or is under investigation for alleged violations of departmental rules and regulations, reasonable efforts consistent with applicable law shall be made to withhold publication of the employee's name and the extent of disciplinary action taken or contemplated until such time as a final interdepartmental ruling has been made and served upon the employee, except where the employee is charged with a felony.
4. Release of photographs or personal information about any employee in relation to departmental matters shall not be provided to any news or related service without the prior consent of that employee, except in connection with a law enforcement activity to the extent permitted by law.

ARTICLE 22

POLITICAL ACTIVITY

Engaging in political activity to influence the outcome of any Beachwood election or issue or to participate or try to influence, or circulate petitions or other notices to, the Beachwood Electorate regarding pending or future election issues shall not be permitted except that a person residing in the City, who is registered as a voter in Beachwood, may express personal political views to the extent that such are constitutionally protected. (The parties agree that any applicable State Statute enacted regarding this subject shall take precedence over this provision).

ARTICLE 23

UNFAIR LABOR PRACTICE

City: Any of the following activities, when carried out by the City, its agents, or its representatives, constitutes an unfair labor practice [4117.11(A)]:

1. Interfering with, restraining or coercing employees in the exercise of the rights guaranteed in the Act or an employee organization in the selection of its representatives for the purposes of collective bargaining or the adjustment of grievances;
2. Initiating, creating, dominating, or interfering with the formation or administration of any employee organization, or contributing financial or other support to it. The City may permit the exclusive representative of the fire fighters to use the facilities of the City for membership or other meetings or permit the exclusive representative to use the internal mail system or other internal communication system;
3. Discriminating in hiring, tenure, or in any term or condition of employment based on the exercise of rights under the Act, provided that this prohibition does not affect an otherwise valid agency shop clause;
4. Discharging or otherwise discriminating against an employee because the employee has filed charges or given testimony under the Act;
5. Refusing to bargain collectively with the representative of its employees recognized as the exclusive representative or those certified pursuant to the act;

6. Establishing a pattern or practice of repeated failures to timely process grievances and requests for arbitration of grievances;

7. Locking out or otherwise preventing employees from performing their tasks, where an object is to pressure the employees or an employee organization to compromise or capitulate to the employer's terms regarding a labor relations dispute;

8. Causing or attempting to cause an employee organization, its agents, or representatives to commit an unfair labor practice.

I.A.F.F., Local 2388: The performance by the I.A.F.F., Local 2388, its agents or representatives, or by the public employees of any of the following acts constitutes an unfair labor practice:

1. Restraining or coercing employees in the exercise of their rights guaranteed in the Act. This does not impair the right of an employee organization to prescribe its own rules with respect to the acquisition or retention of membership therein, or an employer in the selection of his representative for the purpose of collective bargaining or the adjustment of grievances;

2. Causing or attempting to cause an employer to do an act constituting an unfair labor practice;

3. Refusing to bargain collectively with a public employer if the employee organization is the recognized or certified exclusive representative;

4. Calling, instituting, maintaining or conducting a boycott against any public employer;

5. Picketing any place of business of a public employer, on account of any jurisdictional work dispute;

6. Inducing or encouraging an employee to engage in a strike in violation of the Act or refusal to handle goods or perform services;

7. Threatening, coercing or restraining any person where an object thereof is to force or require any public employee to cease dealing or doing business with any other person;

8. Force or require a public employer to recognize for representational purposes an uncertified employee organization;

9. Failing to fairly represent all public employees in a Bargaining Unit;
10. Inducing or encouraging any individual in connection with a labor relations dispute to picket the residence or any place of private employment of any public official or representative of the public employer;
11. Engaging in picketing, striking or other concerted refusal to work without giving written notice to the public employer and to SERB at least ten (10) days prior to the action.

ARTICLE 24

UNION ACTIVITIES

1. The President or other duly authorized representative may request reasonable but brief periods of time on duty to conduct union business, which request shall not be unreasonably denied. Further, the President or a member of the Executive Committee may have up to ninety-six (96) hours annually of leave for the purpose of attending union-related meetings, conventions, etc.
2. The Union shall be provided suitable bulletin board space at each fire station for the posting of Union notices or other official Union business, and the Union shall designate persons responsible therefor.
3. The Union may schedule meetings on Fire Department property with the approval of the Chief insofar as such meetings are not disruptive of the duties of the employees or the efficient operations of the Department.

ARTICLE 25

SENIORITY

1. Seniority shall be determined by continuous service in the Fire Department, regardless of classification or position, calculated from the date of employment. Employees with the same employment date shall be assigned to the seniority list in order of their ranking on the civil service eligibility list.
2. Continuous service and seniority shall be broken when an employee:
 - a. resigns;

- b. is discharged;
- c. is laid off for a period of twenty four (24) months;
- d. fails to report to work within seven (7) working days of receipt of notice of recall from layoff, said notice to be provided by certified mail addressed to the employee's last known address as shown on the City's records, unless the employee is unable to work due to a medically proven disability as verified by the City's physician; in that event the employee shall remain eligible for recall for six (6) additional months consistent with federal law.

ARTICLE 26

RESIDENCY REQUIREMENT

Members of the Fire Department shall reside in the following counties: Cuyahoga, Lake, Ashtabula, Geauga, Trumbull, Mahoning, Portage, Summit, Stark, Wayne, Medina, Ashland, Lorain, Huron or Erie. Members who resided in a county other than those listed on November 1, 2014, shall be exempt from this provision. However, if a member moves from an exempt location, such member shall not move farther from the city limits than the exempt location.

ARTICLE 27

PERSONNEL REDUCTION, CALL BACK

1. In case of personnel reduction, the employee with the least seniority, regardless of classification or position, shall be laid off first. Employees shall be recalled in the order of their seniority, regardless of their classification or position. A member who is laid off shall continue to be covered for medical benefits for the earlier of ninety (90) days or until the member becomes eligible for other equal or better benefits.
2. No new employees shall be employed until employees who have been laid off for one (1) year or less have first been offered call-back rights.
3. Call-back rights shall exist for one (1) year only; however, a person called back who works at least fifteen (15) consecutive scheduled tours and who is again laid off will again have call-back rights as set forth in 2, above.
4. Call-back shall occur by the following method:

- a. The Fire Chief shall notify the "Union" of a call-back and both the Chief and the "Union" shall attempt to personally notify the laid-off employee for seventy-two (72) hours.
- b. Any laid-off employee shall leave a phone number where he can be located with the Fire Chief and the "Union."
- c. A laid-off employee shall give verbal acceptance of a call-back within forty-eight (48) hours of personal notice, confirmed in writing as soon as possible, and report for duty within fourteen (14) calendar days from acceptance.
- d. Failure to be located, accept a call-back or report to work shall terminate the employment.

ARTICLE 28

OTHER EMPLOYMENT

Bargaining Unit members may engage in outside employment as long as such activity does not interfere with the proper performance of their City employment. Outside employment is prohibited when:

1. The outside employment causes absences or tardiness from an employee's work assignment, as shown by evidence of patterning.
2. The outside employment has caused the quality of the employee's work to deteriorate, as shown by employee's evaluations.
3. The outside employment could result in a conflict of interest on the employee's part in the performance of his/her City-related duties, with proof of conflict of interest.
4. The outside employment is an inappropriate reflection on the City.

All employees who engage in outside employment shall register such outside employment with the Chief, including the telephone number at which he/she may be reached while engaged in such outside employment.

ARTICLE 29

LABOR-MANAGEMENT COMMITTEE

There shall be a Labor-Management Committee consisting of a minimum of two (2) Union representatives and two (2) Employer representatives. The Committees shall meet on request of either party at least once a quarter to discuss all matters of mutual concern. The Committee, if needed, shall have the authority to make recommendations to the Union and the Employer. Further, the parties have agreed that educational reimbursement shall be discussed at a Labor-Management meeting.

ARTICLE 30

LEGALITY

It is the intent of the City and the I.A.F.F., Local 2388 that this Agreement comply, in every respect, with applicable legal statutes, charter requirements, governmental regulations which have the effect of law, and judicial opinions, and if it is determined by proper authority that any provision of this agreement is in conflict with law, that provision shall be null and void. In the event that a court of competent jurisdiction determines that S.B. 133 is not mandated against a charter municipality, then this Agreement shall be voidable by either party ninety (90) days after written notice by either party to the other, but the City and the I.A.F.F., Local 2388 shall promptly meet for negotiating a lawful alternative provision. In the event that any part of this contract is declared void as a result of a conflict with state or federal law, the parties shall meet for the purpose of resolving the disputed language.

[Remainder of Page Intentionally Blank]

ARTICLE 31

DURATION

This Agreement represents a complete and final understanding on all bargaining issues between the City and the I.A.F.F., Local 2388, and it shall be effective and remain in full force and effect until October 31, 2017, and thereafter from year to year unless at least sixty (60) days prior to said expiration date, either party gives timely written notice to the other of an intent to negotiate on any or all of its provisions, pursuant to O.R.C. Section 4117.14. If such notice is given, negotiations shall be promptly commenced and each party shall have the right to negotiate on any provision of the Agreement, but this Agreement shall remain in full force and effect until an amended Agreement is agreed to.

This Agreement shall supersede all previous agreements, and all other claims and demands by members of the Fire Department are released.

The designated representatives of the parties are:

1. For the City:

Mayor Merle S. Gorden
City of Beachwood
25325 Fairmount Boulevard
Beachwood, Ohio 44122

-and-

Brian A. Reali, Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122

2. For the I.A.F.F., Local 2388

Mark Russo
President, Local 2388, I.A.F.F.
P.O. Box 221250
Beachwood, Ohio 44122

Signed this 8th day of December, 2014 in Beachwood, Ohio, by the parties,
which Agreement shall be binding upon their successors in office.

CITY OF BEACHWOOD

By: Merle S. Gorden
Mayor Merle S. Gorden

By: Brian A. Reali
Brian A. Reali
Law Director

I.A.F.F., LOCAL 2388

By: Mark Russo
Mark Russo, President

By: James Leffler
James Leffler

By: Edward Mahoney
Edward Mahoney

Exhibit A

CITY OF BEACHWOOD

January 1, 2015

Health Benefits	(1)	(2)	(3)
	MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS	MMO /COSE SUPER MED PLUS
Effective Date	Proposed H.S.A 2600	Proposed H.R.A 2500	Current
	City Funds \$1,900/\$3,800	City Funds \$1,800/\$3,600	
Deductible			
Network:	\$2,600 / \$5,200	\$2,500 / \$5,000	\$200 / \$400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$400 / \$800
Co-Insurance			
Network:	0%	0%	10%
Non-Network:	40%	40%	20%
Out of Pocket (excludes deductible)			
Network:	N/A	N/A	\$200 / \$400
Non-Network:	\$5,000 / \$10,000	\$5,000 / \$10,000	\$500 / \$1,000
Office Visits (illness/injury)			
Network:	0% after deductible	0% after deductible	\$10
Non-Network:	40%	40%	20%
Routine Physical exam / well child visit			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	20%
Routine Diagnostics			
Network:	covered at 100%	covered at 100%	covered at 100%
Non-Network:	40%	40%	10%
Emergency Room			
Network:	0% after deductible	0% after deductible	\$50
Non-Network:	40%	40%	\$50
Urgent Care			
Network:	0% after deductible	0% after deductible	\$10
Non-Network:	40%	40%	20%
Inpatient Coverage			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Outpatient Surgery Hospital			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Complex Imaging (MRI's, PET, CT Scans..)			
Network:	0% after deductible	0% after deductible	10%
Non-Network:	40%	40%	20%
Lifetime Max			
Network:	UNLIMITED	UNLIMITED	UNLIMITED
Non-Network:	UNLIMITED	UNLIMITED	UNLIMITED
Prescriptions			
Subject to Rx Deductible:	0% after deductible	0% after deductible	N/A
Pharmacy (30 day supply):			\$5 / \$15 / \$20
Mail Order (90 day supply):			\$10 / \$30 / \$40